AI-9753 **7.A.**

Notice to Proceed - Criminal Justice Information System (Odyssey)
CC REGULAR

Date: 06/17/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: IT Department

Information

CAPTION

1. Approval of Implementation Plan submitted by Tyler Technologies for the Criminal Justice Information System transition from Able Term to Odyssey software, pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc. ("Software Provider"), the Texas Conference of Urban Counties ("the CUC") and Hidalgo County, Texas ("the County"), as approved and budgeted for in 2007; and
2. Approval for County Judge to sign "Notice to Proceed" and submit to Tyler Technologies to begin implementation plan for said software system.

BACKGROUND

Fiscal Impact

Attachments

Link: Implementation Plan
Link: Notice to Proceed

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 08:46 AM	APRV
2	Andres Castro	Andres Castro	06/13/2008 04:16 PM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 04:23 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW
Form Started By: Griselda Salazar			Started On: 06/11/2008 04:20 PM	
Final Approval Date: 06/13/2008				

Implementation Plan

Texas Conference of Urban Counties

tylerworks.
Tyler Technologies, Inc.
6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Participating Member County : Hidalgo

Budget Letter Date: **5/25/2007**
Last Updated: **6/10/2008**

Tyler Technologies Contact: Dawson Tyler
Accounts Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
Dawson.Tyler@TylerTech.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration
CUC Enterprise Products: 18 Months

Additional Products: 12 Months
Total: 30 Months

Project Management dedication: 75%

Number of Interfaces: 1

Data Conversion Approach: Approach 1 - Standard conversion of TSG UNIX products

Training Approach: Tyler to perform direct training to end-users

Travel Allowance Assumptions 3 days/trip. 953 est. days onsite.
318 est. trips.

Overnight hotel required? **Yes**
Air travel required? **Yes**

Software Licenses

		License Fee
CUC Enterprise License		
Case Management		
Probate & Mental Health	Yes	Included In CUC Enterprise License
Civil & Family	Yes	
Criminal	Yes	
Justice of the Peace	Yes	
Prosecutor	Yes	
Additional Products - County License		
Jail Management	Yes	375,000
Law Enforcement/RMS	Yes	included
Community Supervision	Yes	150,000
Hot Checks	Yes	90,000
Total - Local County Licenses		**615,000**

Implementation Services

	Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
Summary				
Project Management	2,076	3,893	301,020	564,413
Implementation Plan	120	120	17,400	17,400
Fit Analysis	600	612	78,000	79,560
Data Conversion	1,000	1,388	130,000	180,440
Interfaces*	900	450	117,000	58,500
Customization	3,000	6,275	390,000	815,750
Configuration & Consulting	1,560	1,670	202,800	217,100
Training	1,720	1,720	215,000	215,000
Go-Live Assistance	1,400	1,500	175,000	187,500
Other Services				
Services Totals	**12,376**	**17,628**	**1,626,220**	**2,335,663**
Travel Allowance Budget		prev	172,256	362,467

Total Software License & Implementation Services **Original** **2,413,476**
Total Software License & Implementation Services **Adjusted** **3,313,130**

Participating Member County
NOTICE TO PROCEED

This notice is issued pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "CUC"), and Hidalgo County, Texas (the "County").

The County has reviewed the attached Implementation Plan submitted by Software Provider and, in accordance with Section 4 of the Participation Agreement, hereby provides to Software Provider a Notice to Proceed.

HIDALGO COUNTY, TEXAS

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

_____

AI-9706 **8.A.**

appt./re-appt. of civil service commissioner
CC REGULAR

Date: 06/17/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to appoint or re-appoint Civil Service Commission Member.

BACKGROUND

J. Humberto Rodriguez request for re-appointment attached.

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/09/2008 04:24 PM	APRV
2	Auditor's Office	Linda Fong	06/11/2008 01:57 PM	APRV
3	Purchasing Department	Marty Salazar	06/12/2008 02:26 PM	APRV
4	Court Administrator (Originator)		06/12/2008 02:26 PM	NEW

Form Started By: Monica Badillo — Started On: 06/09/2008 03:24 PM

Final Approval Date: 06/12/2008

J. HUMBERTO RODRIGUEZ



Ester A. Cortez
County of Hidalgo
Human Resources Director

Dear Ester:

As per our telephone conversation, I am willing to serve on the Civil Service Commission for another term.

Please advice if approved by the Commissioner's Court. If they do not reappoint me, it was an honor serving for and with you as a commissioner and being able to catch up with all the old cases.

Sincerely,

J. Humberto Rodriguez

P.O. Box 1078 · 700 West Chapin · Edinburg, Texas 78540

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

Esther A. Cortez
Human Resources Director

FAX TRANSMITTAL SHEET

Date: 6/9/2008

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

Name: Monica Gabriela, Court Adm.
Hidalgo County Budget - Mgt.

Fax No. (956) 292-7034

From: *Esther A. Cortez, Human Resource Director/ Civil Service*
Hidalgo County Human Resource Department

Total Number of Pages 2 *,including Cover Sheet*

Comments: Hi Monica, Attached please find a request from Humberto Rodriguez regarding re-appointment to Civil Service Commission. Thanks

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR IF THERE IS A PROBLEM, PLEASE DO NOT HESITATE TO CALL OUR OFFICE.

PRIVILEGED AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL, INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCRIMINATION, DISTRIBUTION, OR COPY OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS REFERENCED BELOW VIA THE U.S. POSTAL SERVICE.

100 E. Cano, Suite 107, Edinburg, TX 78539 • (956) 318-2660 • Fax (956) 318-2668

AI-9728 **9.A.**

Dos Logistics report - Pct. #1
CC REGULAR

Date: 06/17/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Presentation of monthly status report by Dos Logistics, Inc. on the development of an Environmental Information Study and a Preliminary Engineering Report in connection with Pct. #1 Water/Sewer Improvement and Planning Activity.

BACKGROUND

As required by contract.

Required documentation will be handed out at Commissioner's Court meeting.

Fiscal Impact

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

BUDGETARY IMPACT:

Presentation of monthly status report. No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/11/2008 03:51 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/12/2008 08:13 AM	APRV
3	Auditor's Office	Arcilia Duran	06/12/2008 09:46 AM	APRV
4	Purchasing Department		06/12/2008 04:32 PM	NEW
5	Court Administrator		06/12/2008 04:32 PM	NEW
Form Started By: Estella Webber			Started On: 06/11/2008 11:30 AM	
Final Approval Date: 06/12/2008				

AI-9715 **10.A.**

Approval to create full time carpenter and 2 part time clerk typist positions

CC REGULAR

Date: 06/17/2008
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

DA Investigation HB 65 Fund (080-007):
1. Approval to create one (1) new permanent full-time Carpenter position, slot #080-007-0082 budgeted at $41,760.00 per year.
2. Approval to create two (2) new temporary part-time Clerk Typist positions, slot #'s 080-007-T083 & 080-007-T084 budgeted at $9.00/hr, not to exceed six (6) months.
3. Approval of 2008 appropriation of funds for the DA Investigation HB 65 fund (1223) in the amount of $75,696.43 to fund the positions stated above and related fringes (includes overtime pay for Carpenter position).
4. Approval of revised salary schedule.

BACKGROUND

Carpenter position will assist in the remodeling of the Administration Building.
Clerk Typists will assist in the disposal of old criminal records and filing of same.
Clerk Typists positions are part-time temporary positions, object code 122, for a period of 2 months (6-30-08 to 8-29-08) @ $9.00/hr totaling $3,150.00 for each position.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1223-412-00-080-007-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $75,696.43 to fund the creation of one Carpenter position and two Clerk Typist positions and related fringes. Available funds in Unreserved F/B as of 6-11-08.

Attachments

Link: DA Carpenter-PAR
Link: DA Carpenter- Job Description
Link: DA Clerk Typist- PAR
Link: DA Clerk Typist- Job Description

Link: DA Investigation Fund Revised SS

Link: DA Salary Schedule-Cazares Copy

Link: DABAINVFUND-Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/11/2008 08:18 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/13/2008 10:47 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/13/2008 05:19 PM	APRV
4	Auditor's Office		06/13/2008 05:44 PM	NEW

Form Started By: Roy Cazares — Started On: 06/10/2008 02:40 PM

Final Approval Date: 06/13/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney's Office/80

DATE: 06/12/2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 080-007-0082 (I.C.)

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

Carpenter

REQUEST FOR:

[XX] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~0~~ Current Budgeted Salary $ 41,760.00 Proposed Budgeted Salary $ 41,760.00 (I.C.) Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[XX] Other 8-1223-412-00-080-007-0-113

POSITION Type:

Full Time Employee Object 113 [XX] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

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	[XX]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

will use individual to expedite the remodeling of the 3rd floor 1 located in the old administration building

NEW POSITION: Brief job description and attach a copy of the new job description.

Carpenter (see job description) IS

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	6/12/2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6/13/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/13/2008 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

Job Title:	Carpenter	FLSA Status:	Non-Exempt
Department:	080 (D.A.)	Civil Service Status:	Non-Exempt

SUMMARY

To perform skilled work in the area of construction, alteration, repair and installation of fixtures, buildings and structures throughout the County of Hidalgo. Maintains county structures and furniture in a safe condition.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans and completes construction of cabinets, shelves, and partitions
- Must be able to assemble furniture using instructions, plans, specifications and work orders.
- Selects material and hardware and makes time and material estimates.
- Repairs and replaces doors, windows, flooring, ceiling materials, glass, building hardware, screens, plastic laminate, etc.
- Constructs and repairs outdoor equipment including fences, gates, etc.
- Detects needed repairs on buildings, grounds and equipment by following inspection procedures.
- Replaces, repairs and finishes furniture, cabinets, fixtures, woodwork, etc.
- Receives and completes work orders.
- Maintains accurate records on material and labor used.
- Maintains inventory of county owned tools, equipment and materials.
- Inspects jobs upon completion and ensures areas are clean.
- Paints
- Regular attendance
- Ability to work well with others.
- Performs 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 below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE

- High School Diploma or GED preferred
- Three (3) years experience as a skilled carpenter/painter is preferred
- Must be able to read and write English

CERTIFICATES, LICENSES, REGISTRATIONS

- Must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

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

The employee must occasionally lift and/or move over one-hundred (100) 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.

The employee regularly works near moving mechanical parts. The employee frequently works in high, precarious places and is occasionally exposed to extreme heat. The employee occasionally works in outside weather conditions and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle 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
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney's Office/080

DATE: 06/12/2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 080-007-T 083 & T084 (I.C)

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
Clerk Typist (2), I.C

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~0~~ Current Budgeted Salary $ 3,150.00 Proposed Budgeted Salary $ 3,150.00 (I.C) Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other 8-1223-412-00-080-007-0-122

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

$9.00
Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒

$ 9.00 350 hrs.
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

June 30th	August 29th	Mon-Fri 8-5	40	2 months
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)

Will use individual to cleanup the storage area and file files on the shelves.

NEW POSITION: Brief job description and attach a copy of the new job description.

Clerk Typist - see job description (I.C.)

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.	FOR RENE GUERRA DEPARTMENT HEAD	6/12/2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6/13/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/13/2008 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County District Attorney's Office
Job Description

Job Title: **Clerk Typist**

Exempt: **No**
Salary Level:
Job Category: **Clerical**

Summary: This is a position that involves limited independent judgment. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices. Does not supervise any employees.

Essential Duties and Responsibilities:
Other duties may be assigned.

Make copies of forms

File forms and files

Shred files/documents

Fax documents

Minimal preparation of forms

Minimal answering of phone

Retrieve files from storage

File documents in the District Clerk's Office or County Clerk

May input information into the computer

May act as receptionist or telephone switchboard operator or as a backup for such a position

May conduct limited research of records for information on criminal or civil records

Merge and edit legal documents in the computer.

Contacts law enforcement agencies, victims and witnesses.

Pull court dockets

Performs tasks as assigned by Supervisor

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

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

Education and/or Experience:
High school diploma or general education degree (GED).

Language Skills:
Ability to read and interpret legal documents

Mathematical Skills:
Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:
Ability to define problem(s), collect data, establish facts, and draw valid conclusions.

Other Skills and Abilities:
Possess thorough knowledge of all major substantive law areas affecting program clients.

Possess thorough knowledge and understanding of legal terminology and procedures required by assigned duties.

Ability to get along well with people, assume responsibility and follow orders.

Ability to function at a high level under stressful conditions.

Ability to maintain confidentiality. Through knowledge of the "unauthorized practice of law".

Ability to perform high level analysis of cases and relevant legal materials.

Ability to communicate with persons in the client community. Bilingual ability is highly desirable.

Knowledge and understanding of the legal problems and needs of the poor.

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 sit; use hands and finger, handle or feel objects, tools or controls; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk.

The employee must occasionally lift and/or move up to 10 lbs. Specific vision abilities required by this job include close vision and the ability to adjust focus.

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

The noise level in the work environment is usually moderate.

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

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

1223-412-00-080-007-0 DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0001	113	ASST D.A.	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0002	113	ASST D.A.	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0003	113	ASST D.A.	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0004	113	ASST D.A.	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0005	113	ASST D.A.	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0006	113	ASST D.A.	0.00	3,500.00	3,500.00	0.00%	0.00	0.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0007	113	ASST D.A.	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0008	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0009	113	ASST D.A.	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0011	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0012	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0013	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0014	113	ASST D.A.	0.00	1,000.00	1,000.00	0.00%	0.00	0.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
0015	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0016	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0017	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0019	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0020	113	ASST D.A.	0.00	4,500.00	4,500.00	0.00%	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0021	113	ASST D.A.	0.00	4,500.00	4,500.00	0.00%	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0022	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0023	113	ASST. DA	0.00	3,500.00	3,500.00	0.00%	0.00	0.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0024	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0025	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0026	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0027	113	ASST D.A.	0.00	3,500.00	3,500.00	0.00%	0.00	0.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0029	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0030	113	ASST D.A.	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0031	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0032	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0033	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0034	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0035	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0036	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0037	113	ASST D.A.	0.00	1,156.00	1,156.00	0.00%	0.00	0.00	1,156.00	1,156.00	0.00	0.00	0.00	0.00	0.00	1,156.00
0038	113	ASST D.A.	0.00	3,176.00	3,176.00	0.00%	0.00	0.00	3,176.00	3,176.00	0.00	0.00	0.00	0.00	0.00	3,176.00
0039	113	ASST. DA	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0040	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0041	113	ASST D.A.	0.00	1,824.00	1,824.00	0.00%	0.00	0.00	1,824.00	1,824.00	0.00	0.00	0.00	0.00	0.00	1,824.00
0042	113	ASST D.A.	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	680.00	0.00	0.00	0.00	0.00	0.00	680.00
0043	113	ASST D.A.	0.00	1,676.00	1,676.00	0.00%	0.00	0.00	1,676.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

1223-412-00-080-007-0 DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0044	113	ASST D.A.	0.00	3,236.00	3,236.00	0.00%	0.00	0.00	3,236.00	3,236.00	0.00	0.00	0.00	900.00	0.00	4,136.00
0045	113	CRIMINAL INVESTIGATOR	0.00	2,744.00	2,744.00	0.00%	0.00	0.00	2,744.00	2,744.00	0.00	0.00	0.00	0.00	0.00	2,744.00
0046	113	CRIMINAL INVESTIGATOR	0.00	4,500.00	4,500.00	0.00%	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0047	113	CRIMINAL INVESTIGATOR	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0048	113	CRIMINAL INVESTIGATOR	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0049	113	CRIMINAL INVESTIGATOR	0.00	4,500.00	4,500.00	0.00%	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0050	113	PERSONNEL DIRECTOR	0.00	2,000.00	2,000.00	0.00%	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0051	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0052	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0053	113	SECRETARY	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0054	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0055	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0056	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0057	113	ACCOUNTANT	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0058	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0059	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0060	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0061	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0062	113	ADMINISTRATIVE SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0063	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0064	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0065	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0066	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0067	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0068	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0069	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0070	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0071	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0072	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0073	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0074	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0075	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0076	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0077	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

1223-412-00-080-007-0 DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0078	113	SECRETARY	0.00	5,000.00	5,000.00	0.00%	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0079	113	SECRETARY	0.00	4,000.00	4,000.00	0.00%	0.00	0.00	4,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0080	113	SECRETARY	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0081	113	SECRETARY	0.00	3,000.00	3,000.00	0.00%	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0082	113	CARPENTER	0.00	41,760.00	41,760.00	0.00%	0.00	0.00	41,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T0083	122	CLERK TYPIST	0.00	3,150.00	3,150.00	0.00%	0.00	0.00	3,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T0084	122	CLERK TYPIST	0.00	3,150.00	3,150.00	0.00%	0.00	0.00	3,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	**0.00**	**377,372.00**	**377,372.00**	**0.00%**	**0.00**	**0.00**	**377,372.00**	**309,992.00**	**0.00**	**0.00**	**0.00**	**900.00**	**0.00**	**310,892.00**

Approval to create one full-time Carpenter position, slot #0082, budgeted at $41,760.00, pending CC approval.
Approval to create two temporary part-time Clerk Typist positions, slot #T0083 & T0084, budgeted at $3,150.00 each not to exceed six months, pending CC approval

	District Attorney's Office	
	2008 Investigation Fund	
	8-1223-412-00-080-007-0	
	Department No.: 080	
SLOT	JOB TITLE	SUPPLEMENT/SALARY
1	ASSISTANT DISTRICT ATTORNEY	$3,000.00
2	ASSISTANT DISTRICT ATTORNEY	$3,000.00
3	ASSISTANT DISTRICT ATTORNEY	$3,000.00
4	ASSISTANT DISTRICT ATTORNEY	$3,000.00
5	ASSISTANT DISTRICT ATTORNEY	$3,000.00
6	ASSISTANT DISTRICT ATTORNEY	$3,500.00
7	ASSISTANT DISTRICT ATTORNEY	$3,000.00
8	ASSISTANT DISTRICT ATTORNEY	$4,000.00
9	ASSISTANT DISTRICT ATTORNEY	$3,000.00
11	ASSISTANT DISTRICT ATTORNEY	$4,000.00
12	ASSISTANT DISTRICT ATTORNEY	$4,000.00
13	ASSISTANT DISTRICT ATTORNEY	$4,000.00
14	ASSISTANT DISTRICT ATTORNEY	$1,000.00
15	ASSISTANT DISTRICT ATTORNEY	$4,000.00
16	ASSISTANT DISTRICT ATTORNEY	$4,000.00
17	ASSISTANT DISTRICT ATTORNEY	$5,000.00
18	ASSISTANT DISTRICT ATTORNEY	$4,000.00
19	ASSISTANT DISTRICT ATTORNEY	$4,000.00
20	ASSISTANT DISTRICT ATTORNEY	$4,500.00
21	ASSISTANT DISTRICT ATTORNEY	$4,500.00
22	ASSISTANT DISTRICT ATTORNEY	$4,000.00
23	ASSISTANT DISTRICT ATTORNEY	$3,500.00
24	ASSISTANT DISTRICT ATTORNEY	$4,000.00
25	ASSISTANT DISTRICT ATTORNEY	$4,000.00
26	ASSISTANT DISTRICT ATTORNEY	$4,000.00
27	ASSISTANT DISTRICT ATTORNEY	$3,500.00
29	ASSISTANT DISTRICT ATTORNEY	$4,000.00
30	ASSISTANT DISTRICT ATTORNEY	$4,000.00
31	ASSISTANT DISTRICT ATTORNEY	$5,000.00
32	ASSISTANT DISTRICT ATTORNEY	$5,000.00
33	ASSISTANT DISTRICT ATTORNEY	$5,000.00
34	ASSISTANT DISTRICT ATTORNEY	$5,000.00
35	ASSISTANT DISTRICT ATTORNEY	$5,000.00
36	ASSISTANT DISTRICT ATTORNEY	$5,000.00
37	ASSISTANT DISTRICT ATTORNEY	$1,156.00
38	ASSISTANT DISTRICT ATTORNEY	$3,176.00
39	ASSISTANT DISTRICT ATTORNEY	$5,000.00
40	ASSISTANT DISTRICT ATTORNEY	$5,000.00

41	ASSISTANT DISTRICT ATTORNEY	$1,824.00
42	ASSISTANT DISTRICT ATTORNEY/$68	$5,000.00
43	ASSISTANT DISTRICT ATTORNEY	$1,676.00
44	ASSISTANT DISTRICT ATTORNEY	$3,236.00
45	CRIMINAL INVESTIGATOR	$2,744.00
46	CRIMINAL INVESTIGATOR	$4,500.00
47	CRIMINAL INVESTIGATOR	$4,000.00
48	CRIMINAL INVESTIGATOR	$4,000.00
49	CRIMINAL INVESTIGATOR	$4,500.00
50	PERSONNEL DIRECTOR	$4,500.00
51	ADMINISTRATIVE ASSISTANT	$5,000.00
52	ADMINISTRATIVE ASSISTANT	$5,000.00
53	SECRETARY	$4,000.00
54	ADMINISTRATIVE ASSISTANT	$5,000.00
55	SECRETARY	$5,000.00
56	ADMINISTRATIVE ASSISTANT	$5,000.00
57	ACCOUNTANT	$5,000.00
58	SECRETARY	$5,000.00
59	SECRETARY	$5,000.00
60	SECRETARY	$5,000.00
61	SECRETARY	$5,000.00
62	ADMINISTRATIVE ASSISTANT	$5,000.00
63	SECRETARY	$5,000.00
64	SECRETARY	$5,000.00
65	SECRETARY	$5,000.00
66	SECRETARY	$5,000.00
67	SECRETARY	$5,000.00
68	SECRETARY	$5,000.00
69	SECRETARY	$5,000.00
70	SECRETARY	$5,000.00
71	SECRETARY	$5,000.00
72	SECRETARY	$5,000.00
73	SECRETARY	$5,000.00
74	SECRETARY	$5,000.00
75	SECRETARY	$5,000.00
76	SECRETARY	$5,000.00
77	SECRETARY	$5,000.00
78	SECRETARY	$5,000.00
79	SECRETARY	$4,000.00
80	SECRETARY	$3,000.00
81	SECRETARY	$3,000.00
82	CARPENTER	$41,760.00
T83	CLERK TYPIST	$3,150.00
T84	CLERK TYPIST	$3,150.00

DATE: June 17, 2008
DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY
DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE
ACCOUNT NUMBER: 8-1223-412-00-080-007-0- D.A. Investigation Fund

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 departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1223-412-00-080-007-0-113	Full-time Employees	$41,760.00
8-1223-412-00-080-007-0-131	Overtime	$8,352.00
8-1223-412-00-080-007-0-122	Temporary Part-time Employees	$6,300.00
8-1223-412-00-080-007-0-211	Health Insurance	$4,164.00
8-1223-412-00-080-007-0-212	Life Insurance	$33.00
8-1223-412-00-080-007-0-220	FICA	$4,315.53
8-1223-412-00-080-007-0-230	Retirement	$4,399.83
8-1223-412-00-080-007-0-250	Unemployment Comp.	$282.06
8-1223-412-00-080-007-0-260	Worker's Comp.	$6,090.01
TOTAL BUDGET INCREASE REQUEST		$75,696.43

REASON: Will create a carpenter and two clerk typist positions.

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



ERRA
EY

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED:05/01/2000

AI-9784 **11.A.**

La Sienna - EDA Agreement Modifications
CC REGULAR

Date: 06/17/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Approval of modifications to the La Sienna Economic Development Agreement as approved by Commissioners' Court on February 26, 2008.

BACKGROUND

Fiscal Impact

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 02:59 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/13/2008 03:44 PM	APRV
3	Auditor's Office		06/13/2008 05:44 PM	PEND
Form Started By: Erika Reyna			Started On: 06/12/2008 03:24 PM	
Final Approval Date: 06/13/2008				

Draft Date: June 10,~~May 26,~~ 2008

ECONOMIC DEVELOPMENT AGREEMENT

By and Among

CITY OF EDINBURG, TEXAS,

HIDALGO COUNTY, TEXAS,

CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION

and

BURNS BROTHERS, LTD.

Effective as of June~~_____~~ __, 2008

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ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the ____ day of June, _____, 2008 (the "***Effective Date***"), by and among the **CITY OF EDINBURG, TEXAS** (the "***City***"), a home-rule municipality organized under the laws of the State of Texas, **HIDALGO COUNTY, TEXAS** (the "***County***"), the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION**, a non-profit corporation organized under Subchapter D of Chapter 431 of the Texas Transportation Code, as amended (the "***LGC***"), and **BURNS BROTHERS, LTD**, a Texas limited partnership (the "***Developer***").

RECITALS

WHEREAS, the Developer desires to construct a mixed use commercial and residential development on 704+ acres of land (the "***Project***") on the site described on ***Exhibit A*** attached hereto (the "***Site***"); and

WHEREAS, the Developer has advised the City and the County that a contributing factor that would induce the Developer to develop the Project would be the creation of a tax increment reinvestment zone to defray a portion of the costs to be incurred by the Developer as a consequence of developing the Project; and

WHEREAS, under the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "***TIF Act***"), the City has the power to designate a reinvestment zone to promote development or redevelopment of property within the jurisdiction of the City; and

WHEREAS, under the TIF Act, the City has the power to utilize tax increment (as defined in the TIF Act) within the reinvestment zone to finance and refinance public works and public improvement projects; and

WHEREAS, the City Council of the City and the Commissioners Court of the County each has found and determined that by entering into this Agreement, the construction and acquisition of the Public Infrastructure (as hereinafter defined) will further the public interest and welfare, and the potential economic benefits that will accrue to the City and the County, respectively, under the terms and conditions of this Agreement which are consistent with the City's and County's economic development objectives; and

WHEREAS, the City and the County have further determined that development of the property within the TIF Zone (as hereinafter defined) will not occur solely through private investment in the reasonably foreseeable future and the property is predominately open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City and the County; and

WHEREAS, the City is entering into this Agreement with the understanding and intention that the use of tax increment generated from ad valorem taxes levied by the City within the TIF Zone

will be used solely for public works and public infrastructure projects which relate to the portion of the Project intended for commercial development and for public works and public infrastructure within the TIF Zone which are deemed by the City to have regional benefits to enable the City to serve areas of the City outside of the TIF Zone (i.e., oversizing of utility lines, road improvements, etc.), and the City does not intend for any portion of the tax increment generated from ad valorem taxes levied by the City within the TIF Zone to be used for public works or public infrastructure which relate to the residential portion of the Project; and

WHEREAS, the County is entering into this Agreement with the understanding and intention that the use of tax increment generated from ad valorem taxes levied by the County within the TIF Zone will be used primarily for public works or public infrastructure which relate to the residential portion of the Project and, in the event the expense for such portion of the Project is less than originally estimated, for commercial infrastructure in excess of the amount paid by the City but within the projected budget in this agreement; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

SECTION 1.1 OBJECTIVES. The Developer is interested in developing a mixed use development on approximately 704 acres of land located in the North East quadrant of the City as a commercial and residential development, including green spaces and public amenities and educational facilities. The City and the County believe that the development of the Project at the Site may attract additional businesses, development, and investment in the City and the County and may serve as an economic stimulus to this developing area, resulting in significant job growth and increased tax revenue for the City and the County.

The parties acknowledge that the infrastructure on and in the vicinity of the Site is underdeveloped and/or non-existent and cannot support the anticipated development by the Developer. Following the development of the Project at the Site, additional development by other businesses is anticipated to occur on the land surrounding the Site. The City shall form a Tax Increment Financing Reinvestment Zone, the boundaries of which will initially be established as depicted on ***Exhibit B*** attached hereto (the "***TIF Zone***"). In order to encourage the Developer to

locate the Project within the City and County and to make the area surrounding the Site more attractive to other businesses seeking to establish new facilities near the Site, the Developer has requested that the City and the County fund certain costs related to Public Infrastructure necessary to support the Site as described in this Agreement.

SECTION 1.2 CONCEPT AND STRUCTURE. Development of the Project will include the Public Infrastructure. Development of the Project at the Site will result in increased property and sales tax revenues to the City, the County and other taxing units with jurisdiction at the Site. To accomplish the objectives listed above, the Developer will be responsible for the development and construction of the Project at the Site and related Public Infrastructure. In return, (i) the board of directors of the TIF Zone, subject to the terms of this Agreement, will reimburse the Developer for all or a portion of the Reimbursable Public Infrastructure Costs (as defined herein) from available revenues as they are generated by the TIF Zone after set asides for costs associated with imputed administrative costs of the City and those costs associated with the management of the TIF Zone, and the LGC may, at the request of the Developer, reimburse the Developer for all or a portion of the Reimbursable Public Infrastructure Costs from the issuance of Public Infrastructure Bonds (as defined herein) by the LGC, which Public Infrastructure Bonds shall be payable solely from TIF Revenues (as defined herein) which are generated in the TIF Zone and associated with the City's or the County's ad valorem taxes. Subject to the terms of this Agreement, the City's and the County's participation in reimbursing the Developer for the construction of Public Infrastructure will include the following components:

(A) establishment of the TIF Zone in which the City and the County agree to participate (as more specifically described in Article IV hereof);

(B) possible issuance by the LGC of Public Infrastructure Bonds secured by the City TIF Revenues or the County TIF Revenues (each as defined below) for all or a portion of the Reimbursable Public Infrastructure Costs, subject to the Developer's compliance with certain conditions (as more specifically described in Section 5.3 hereof); and

(C) approval of the Tri-Party Agreement (as defined below) between the City, the TIF Zone and the LGC.

SECTION 1.3 INTERPRETATION. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns, but if applicable, only if such successor and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule, or exhibit means such article or section thereof or appendix, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits is deemed part of this Agreement to the same extent as if set forth therein;

(g) "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(j) reference to any constitutional, statutory, or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

SECTION 1.4 ACCOUNTING TERMS. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

SECTION 1.5 LEGAL REPRESENTATION OF THE PARTIES. This Agreement was negotiated by the parties hereto with the benefits of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

[End of Article I]

ARTICLE II

DEFINITIONS

All capitalized terms used in this Agreement shall have the meanings ascribed to them in this Article II, or as otherwise provided herein.

"***Affiliate***" means any person, entity or group of persons or entities which controls the Developer, which the Developer controls or which is under common control with the Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"***Agreement***" means this Economic Development Agreement by and among the City, the County, the LGC, and the Developer.

"***Bond Closing Date***" means the date on which a series of Public Infrastructure Bonds, if any, are issued and delivered to the initial purchaser thereof.

"***Bond Trustee***" means any trustee for the Public Infrastructure Bonds, as designated in the indenture governing such Public Infrastructure Bonds.

"***CERCLA***" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"***City***" means the City of Edinburg, Texas.

"***City Council***" means the city council of the City.

"***City TIF Revenues***" means TIF Revenues deposited into~~on deposit in~~ the Tax Increment Fund which were derived from ad valorem taxes levied in the TIF Zone by the City.

"***City's Reimbursement Commitment***" means the amount the City has agreed to reimburse the Developer for the actual costs incurred to construct Commercial/Regional-Related Public Infrastructure as set forth in Section 5.1.2 of this Agreement.

~~"***Closing Date***" means the date on which a series of Public Infrastructure Bonds, if any, are issued and delivered to the initial purchaser thereof.~~

"***Collateral Documents***" means all documents and agreements contemplated under or executed pursuant to or in connection with either (i) this Agreement, or (ii) the issuance of any Public Infrastructure Bonds.

"***Commercial/Regional-Related Public Infrastructure***" means the Public Infrastructure relating to the portion of the Project intended for commercial development and for Public Infrastructure within the TIF Zone which is deemed by the City to have regional benefits to enable the City to serve areas in more than one subdivided plat within the project and/or outside of the TIF Zone (i.e., oversizing of utility lines, road improvements, etc.), which is more specifically shown on or described in ***Exhibit F-1*** attached hereto.

"***Construction Indemnitees***" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"***Construction Schedule***" means the schedule governing the construction of the Project and the related Public Infrastructure as set forth on ***Exhibit D*** attached hereto.

"***Contractor***" has the meaning assigned thereto in Section 3.4.4.(a) of this Agreement.

"***County***" means Hidalgo County, Texas.

"***County TIF Revenues***" means TIF Revenues deposited into~~on deposit in~~ the Tax Increment Fund which were derived from ad valorem taxes levied in the TIF Zone by the County.

"***County's Reimbursement Commitment***" means the amount the County has agreed to reimburse the Developer for the actual costs incurred to construct Residential-Related Public Infrastructure as set forth in Section 5.1.3 of this Agreement.

"***Damages***" has the meaning assigned thereto in Section 11.1 of this Agreement.

"***Developer***" means Burns Brothers, Ltd., a Texas limited partnership.

"***Developer Records***" has the meaning assigned thereto in Section 6.2 of this Agreement.

"***Effective Date***" means the date of this Agreement first above written.

"***Environmental Regulation(s)***" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Governmental Agency having jurisdiction over the parties hereto or any portion of the Site and pertaining to the protection of human health, Hazardous Substances, pollution or the environment.

"***Force Majeure***" means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

*"**Fundamental Breach***" has the meaning assigned thereto in Section 8.1(b) of this Agreement.

*"**GAAP***" means generally accepted accounting principles.

"General Partner" has the meaning assigned thereto in Section 10.1.1 of this Agreement.

*"**Governmental Authorities***" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivision, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

*"**Hazardous Substance***" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic or dangerous properties, including, without limitation, (i) any substance that is a "hazardous substance" under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Interlocal Agreement" has the meaning assigned thereto in Section 7.2 of this Agreement.

*"**Indemnitees***" has the meaning assigned thereto in Section 11.1 of this Agreement.

*"**Indemnitor***" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

*"**Liabilities***" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"***Local Government Corporation***" or "***LGC***" shall mean the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION**, a non-profit corporation established by the City pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code for the purpose of assisting with financing and constructing economic development projects within the City in order to promote economic development and to stimulate business and commercial activity in the City, all at the request of the City Council of the City.

"***Maximum Commercial/Regional-Related Public Infrastructure Reimbursement***" has the meaning assigned thereto in Section 5.1.1 of this Agreement.

"***Maximum Residential-Related Public Infrastructure Reimbursement***" has the meaning assigned thereto in Section 5.1.1 of this Agreement.

"***Other Project Costs***" has the meaning assigned thereto in Section 3.3.2 of this Agreement.

*"**Person**" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

*"**Plans and Specifications**" means the design and construction plans and specifications for the Project and related Public Infrastructure as described in Section 3.4.3.

"***Project***" has the meaning assigned thereto in the recitals to this Agreement.

"***Project Costs***" has the meaning assigned thereto in Section 3.3.1 of this Agreement.

*"**Projected Budget**" means the budget for development and construction of the Public Infrastructure to be constructed as a component of the Project, which is attached hereto as ***Exhibit C***.

"***Public Infrastructure***" means the streets, roads, water, wastewater and storm drainage, and other public works and public improvements necessary in connection with the Project, together with other costs incidental to those improvements, as further shown on ***Exhibit F*** attached hereto.

*"**Public Infrastructure Bond Documents**" means the Public Infrastructure Bond Indenture and all other documents related to the issuance of the Public Infrastructure Bonds.

*"**Public Infrastructure Bond Indenture**" means the trust indenture governing the issuance of the Public Infrastructure Bonds, in form approved by the LGC.

"***Public Infrastructure Bonds***" means bonds or other obligations to be issued in one or more series pursuant to Section 5.3 of this Agreement.

"***Public Infrastructure Contract***" has the meaning assigned thereto in Section 3.4.4 of this Agreement.

"***Reimbursable Public Infrastructure Costs***" has the meaning assigned thereto in Section 5.1.1 of this Agreement.

*"**Residential-Related Public Infrastructure**"* means the Public Infrastructure relating to the portion of the Project intended for residential development, which is more specifically shown on ***Exhibit F-2*** attached hereto.

"***Site***" means the land on which the Project will be constructed, as described on ***Exhibit A*** attached hereto.

"***State***" means the State of Texas.

"***Subcontractors***" has the meaning assigned thereto in Section 3.4.7 of this Agreement.

"Tax Increment" has the meaning assigned to it in Section 311.012 of the TIF Act.

"***Tax Increment Fund***" means the tax increment fund required to be established by the City in connection with the creation of the TIF Zone pursuant to Section 311.004 of the TIF Act.

"***Termination Date***" means the termination date of this Agreement, as defined in Section 8.2 of this Agreement.

"***TIF Act***" means Chapter 311, Texas Tax Code, as amended.

"***TIF Revenues***" has the meaning assigned thereto in Section 4.4 of this Agreement.

"***TIF Term***" has the meaning assigned thereto in Section 4.4 of this Agreement.

"***TIF Zone***" means the geographic area including the Site described by metes and bounds in ***Exhibit B*** hereto, to be designated by the City as a reinvestment zone eligible for tax increment financing under Section 311.003 of the TIF Act pursuant to Article IV of this Agreement.

"***Tri-Party Agreement***" means the agreement among the City, the LGC and the TIF Zone with respect to the administration of TIF Revenues and the development of the Public Infrastructure within the TIF Zone.

[End of Article II]

ARTICLE III

DEVELOPMENT AND OPERATION OF THE PROJECT

SECTION 3.1 OVERVIEW. Subject to the terms and conditions set forth in this Agreement, (a) the Developer shall develop and construct the Project on the Site and related Public Infrastructure as contemplated in this Article III, which will be financed in accordance with Article V, and (b) the Public Infrastructure will be conveyed to the City following completion in accordance with Section 3.5.

SECTION 3.2. PUBLIC INFRASTRUCTURE. The City and the Developer agree that the Public Infrastructure will be owned by the City for the benefit of and use by the general public, and shall be operated in accordance with State law and the rules, regulations and policies of the City for the benefit of the general public. During development and construction, the Developer shall keep separate records and accountings for the portion of the Project designated as the Public Infrastructure, and within such accounting of Public Infrastructure the Developer shall separately account for the Commercial/Regional-Related Public Infrastructure and the Residential-Related Public Infrastructure. To the extent feasible, the construction contracts for the Public Infrastructure will be structured in order to avoid the payment of sales taxes on the cost of the materials used in construction of the Public Infrastructure.

SECTION 3.3. PROJECTED BUDGET.

SECTION 3.3.1. PROJECT COSTS. The "***Project Costs***" shall be the following:

(a) costs of design and construction of the Project and related Public Infrastructure in accordance with the Plans and Specifications, including without limitation costs of preparing the Site for construction and costs of all work undertaken because of environmental considerations, including monitoring air and water quality;

(b) costs of the services of an architect and general contractors;

(c) reasonable costs of legal counsel of the City, the County, and the Developer with respect to the negotiation and consummation of this Agreement and the Collateral Documents and representation of the City, the County and the Developer in all other matters relating to the Project;

(d) reasonable fees and expenses of agencies or individuals associated with the financing of the Project and related Public Infrastructure, financial advisors, financial printers, bond counsel, legal counsel, underwriters, escrow agents, trustees and other persons incurred in connection with obtaining financings contemplated in this Agreement;

(e) costs of acquisition of the Site, including title work, surveys, inspections, engineering reports, legal fees and expenses;

(f) costs of furnishing and equipping the Project in accordance with the Plans and Specifications;

(g) without limitation, any other costs related to the development and construction of the Project; and

(h) any reasonable costs incurred by the Developer, the City, or the County, prior to the Effective Date of this Agreement including infrastructure costs incurred for the Project as set forth in the Exhibit XX attached;

(i) Creation costs associated with creation of the TIF Zone; and

(j) Interest on Developer advances.

SECTION 3.3.2. REIMBURSABLE PUBLIC INFRASTRUCTURE COSTS AND OTHER PROJECT COSTS. The Developer has proposed and the City hereby approves an estimated budget (a copy of which is attached hereto as ***Exhibit C***) (the "***Projected Budget***") for the Public Infrastructure to be constructed as a component of the Project in accordance with the Plans and Specifications (projected as of the Effective Date of this Agreement). As shown in Exhibit C, the Projected Budget for the Public Infrastructure describes the portion of the Project Costs that are expected to be incurred to construct the Commercial/Regional-Related Public Infrastructure and separate describes the portion of the Project Costs that are expected to be incurred for Residential-Related Public Infrastructure. As more fully set forth in Article V hereof, the Developer is eligible to be reimbursed, solely with TIF Revenues, for all or a portion of the Project Costs that are actually incurred by the Developer to construct the Commercial/Regional-Related Public Infrastructure and the Residential-Related Public Infrastructure (defined in Section 5.5.1 as the "Reimbursable Public Infrastructure Costs"). All Project Costs other than the Reimbursable Public Infrastructure Costs are collectively referred to herein as the "***Other Project Costs***." The Developer shall provide the City, County, and the TIF Zone with an updated budget if any changes are made to the costs for Public Infrastructure ~~costs~~ shown in the Projected Budget or any subsequent updated budget.

SECTION 3.4. DEVELOPMENT AND CONSTRUCTION REMEDIES.

SECTION 3.4.1. DEVELOPER'S RESPONSIBILITIES. The Developer shall, at its cost and expense cause the Project and related Public Infrastructure to be constructed and developed as contemplated in this Agreement. The Developer shall proceed diligently with construction of the Project and related Public Infrastructure in a manner consistent with the build out schedule as set forth in the preliminary project plan and reinvestment zone financing plan. Developer will use best faith efforts to maintain the development schedule,

and will not be penalized if the schedule is delayed due to market conditions, shortages in materials, and/or any unforeseen circumstances that serve to delay the project. See attached Exhibit D labeled "Construction Schedule".

SECTION 3.4.2. COMPLIANCE WITH LAW BY DEVELOPER. The Developer shall conduct all its activities in compliance with all applicable laws, ordinances, rules and regulations of any Governmental Authority, including without limitation all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood disaster and environmental protection laws. The Developer shall, or shall cause the architect, the general contractors and the subcontractors to, obtain all necessary permits, licenses, and approvals to construct the Project and related Public Infrastructure in accordance with the Plans and Specifications, and shall provide copies thereof to the LGC. The Developer acknowledges that the City will not waive any fees or related expenses for permits, licenses or approvals that must be obtained from the City in connection with the construction and operation of the Project and related Public Infrastructure.

SECTION 3.4.3. DESIGN AND CONSTRUCTION OF THE PROJECT. The Project and related Public Infrastructure shall be designed and constructed in accordance with the Plans and Specifications, which will be prepared by or under the direction of the Developer and the form of which will be mutually agreed upon in writing by the Developer and the City. Unless otherwise required by law, rule, regulation or interpretation by an agency of the State, the Developer will not be required to bid construction contracts for the Project and related Public Infrastructure.

SECTION 3.4.4. OBLIGATIONS SPECIFIC TO THE PUBLIC INFRASTRUCTURE.

(a) *Contract for Public Infrastructure*. The Developer will enter into a contract or contracts with third party contractors (each a "***Contractor***") to outline and oversee all work on the construction of the Public Infrastructure (each a "***Public Infrastructure Contract***"). The Public Infrastructure Contracts (i) may be separate from contracts that the Developer executes for construction of the portions of the Project that are not Public Infrastructure, or (ii) may be contained in contracts for construction of the entire Project (including Public Infrastructure) so long as such contracts contain appropriate terms requiring all parties to maintain separate records and accounting for construction of (A) the Public Infrastructure and (B) the other portions of the Project. The Developer shall not be obligated to follow governmental purchasing and bidding requirements unless the Developer is subject to such requirements other than through this Agreement; provided, however, that the Developer agrees to use best faith efforts to comply with government purchasing requirements. All Public Infrastructure Contracts must meet the requirements of this Agreement specifically including, without limitation, those of Section 3.4.6, 3.4.7, and 3.4.8.

(b) *Management of Construction of the Public Infrastructure*. The Developer shall perform the usual and necessary management services incident to projects of the nature and scope of the construction and installation of the Public Infrastructure. The Developer shall thoroughly inspect the work of all Contractors and all subcontractors undertaking work on the Public Infrastructure. In addition, the Developer shall strive to fully and completely settle, by litigation or otherwise, any claims of any Contractor or subcontractor relating to or arising out of the construction and/or installation of the Public Infrastructure or performance or non-performance under any Public Infrastructure Contract without involving the LGC, the City or the County.

(c) *Quarterly Certificates Related to Public Infrastructure*. During construction and until the all work on the Project is completed in accordance with the Plans and Specifications and this Agreement, the Developer shall submit quarterly certificates, signed by an officer or appointed agent of the Developer and any applicable general contractor, to the LGC and to the board of directors of the TIF Zone that state, as of a date certain: (i) the specific work on the Public Infrastructure that has been completed since the last quarterly report; (ii) the amount of money that the Developer has paid for completion of such work and that the Developer intends to claim as a Reimbursable Public Infrastructure Cost; including designating whether such work is for Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure, and (iii) the Developer's calculation of the estimated cost remaining to complete the development and construction of the Public Infrastructure. Upon receipt of any such certificate, the LGC shall have thirty (30) calendar days to notify the Developer in writing of any objection that the LGC may have as to the amount of money that the Developer has paid or as to the Developer's calculation of the estimated cost remaining to complete the construction and installation of the Public Infrastructure. The grounds for any such objection shall be limited, respectively, to a good faith determination by the LGC that the amount of money paid by or on behalf of the Developer is not sufficiently supported by a respective Public Infrastructure Contract, does not otherwise qualify as a Reimbursable Public Infrastructure Cost under this Agreement or is not properly designated as either Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure. If the Developer disagrees with such objection, the LGC and the Developer shall diligently work in good faith to resolve the dispute.

SECTION 3.4.5. REVIEW BY LGC. The LGC and any authorized designee shall have the right to review and inspect the design and construction of the Public Infrastructure in order to make sure that such construction is performed and completed in accordance with the Plans and Specifications. The Developer shall provide access to the Site for the LGC and any authorized designee to undertake such reviews and inspections. If the LGC, in its reasonable discretion, determines in good faith that the design and/or the construction of the Public Infrastructure is not being performed in any material respect substantially in

accordance with the Plans and Specifications, then the LGC, after consulting with the Developer (except in the case of an emergency as determined by the LGC), shall have the right to deliver written notice thereto to the Developer, in which event the Developer shall promptly cause each deficiency to be corrected in all material respects in conformity with the Plans and Specifications except in the case of deficiencies with respect to which the Developer, the LGC and the board of directors of the TIF Zone have agreed in writing either that the deficiency requires no corrective action or that the deficiency may be corrected over time in accordance with a specific corrective action. In the event that the Developer breaches its covenant in the immediately preceding sentence, then the LGC shall have the right to (A) take any and all actions to remedy such breach, (B) issue written instructions to the architect, the general contractors, and any other person or entity performing design and/or construction work for the Public Infrastructure to cease construction until such deficiencies are corrected, (C) obtain appropriate injunctive relief to prohibit the Developer, the architect, the general contractors, and any other person or entity performing design and/or construction work for the Public Infrastructure from proceeding with construction until such deficiencies are corrected; and/or (D) suspend the issuance of Public Infrastructure Bonds to provide the Public Infrastructure Reimbursement.

SECTION 3.4.6. INSURANCE REQUIREMENTS. The Developer shall ensure that the general contractors and architect shall, at their sole expense, maintain in effect at all times during the full term of the construction of the Project, insurance coverages substantially consistent with that required by the Developer on other similar projects with insurers licensed to do business in the State of Texas and reasonably acceptable to the LGC, the City and the County and the Developer. Such insurance shall be written on forms of policies reasonably satisfactory to the LGC, the City, the County and the Developer. The LGC, the City and the County will be deemed to have approved such insurance as reasonably acceptable and satisfactory in the event such party does not provide notice to the contrary to the Developer within ten (10) days of such party's receipt of notice thereof.

SECTION 3.4.7. RELEASE AND WAIVER. General contractors and all subcontractors ("***Subcontractors***"), including without limitation all Contractors, architects and engineers, shall release, and shall cause their insurers to release, the City, the County the board of directors of the TIF Zone, the Developer, and other Construction Indemnitees from any and all claims or causes of action whatsoever which they or their insurers might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible portion thereof, maintained and/or required to be maintained pursuant to this Agreement, the construction contract, the architect agreement, or any other contract or subcontract, except to the extent such claims or causes of action arise from or are attributed to the sole or concurrent negligence of any Construction Indemnitee.

SECTION 3.4.8. INDEMNITY. The Developer shall ensure that an indemnity provision substantially in the form of the following is incorporated in the construction

contracts, including without limitation all Public Infrastructure Contracts, the architect agreement, and all other contracts and subcontracts, as applicable.

> "To the fullest extent permitted by applicable law, [**Contractors, Architect, Subcontractors]** ("***Indemnitor***") shall indemnify, protect, defend and hold harmless the board of directors of the **TIF Zone**, the **City**, the **County**, and the LGC, and each of their respective agents, employees, affiliated companies, successor and assigns (collectively, "***Construction Indemnitees***") for, from and against all liabilities, claims, damages, fines, penalties, losses, liens, causes of action, costs, and expenses (including court costs, attorneys' fees and costs of investigation) of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (1) the services or work performed thereunder, (2) this Public Infrastructure Agreement, or (3) any act or omission or Indemnitor, anyone directly or indirectly employed by Indemnitor, or anyone that the Indemnitor controls or exercises control over (collectively, "***Liabilities***"). Indemnitor shall promptly advise [the **LGC]** and [the **Developer]** in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Indemnitor, at its expense, shall assume on behalf of [the **LGC**] and [the **Developer**] (and the other Construction Indemnitees) and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to [the board of directors of the TIF **Zone**], the LGC, the City, the County and [the **Developer**]; provided, however, that [the **LGC**], the board of directors of the TIF Zone, the City, the County and [the **Developer**] shall each have the right, at their option, to be represented therein by advisory counsel of their own selection and at their own expense. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, worker's compensation acts, disability benefit acts or other employee's benefit acts.

SECTION 3.5. CONVEYANCE OF PUBLIC INFRASTRUCTURE. After the Developer has completed the Public Infrastructure, the Developer shall convey and the City shall accept dedication of the Public Infrastructure. Upon such dedication and acceptance, the City shall be responsible for maintaining the Public Infrastructure in a manner consistent with similar infrastructure maintained by the City outside of the TIF Zone. The amount of the Public Infrastructure to be built by the Developer and dedicated to the City shall be limited in accordance with the projects set forth in the Projected Budget. The utility capacity generated by the construction of the public infrastructure will be initially reserved for and made available to the Developer for use in developing the Site, and then for surrounding areas.

[End of Article III]

ARTICLE IV

TIF ZONE FORMATION

SECTION 4.1. TIF ZONE FORMATION. The City will use its reasonable best efforts consistent with applicable law to form a Tax Increment Financing Reinvestment Zone in accordance with Section 311.005(a)(2) of the TIF Act covering the area described in ***Exhibit B*** hereto at the earliest practical date. The City and the County shall participate in the TIF Zone. The parties understand and agree that the Edinburg Consolidated Independent School District, the Hidalgo County Drainage District No. 1, and the South Texas Community College District will not participate in the TIF Zone.

SECTION 4.2. CITY'S CONTRIBUTION INTO TAX INCREMENT FUND. The City shall contribute into the Tax Increment Fund its Tax Increment generated from the lesser of (i) a tax rate of $0.52 per $100 valuation, or (ii) the City's then current Maintenance and Operations tax rate for the applicable tax year, until the earlier of (A) thirty (30) years from the effective date of the City ordinance creating the TIF Zone, or (B) the date on which the City's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement. (Note: The foregoing formula for the participation of the City's Tax Increment is intended to include only Tax Increment generated from all or a portion of the City's Maintenance and Operations tax levy, and exclude that portion of the City's tax levy allocated to debt service.) Any portion of the City's Tax Increment related to the TIF Zone which has been contributed into the Tax Increment Fund and which remains therein after the City's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement shall be refunded to the City.

SECTION 4.3. COUNTY'S CONTRIBUTION INTO TAX INCREMENT FUND. The County shall contribute into the Tax Increment Fund its Tax Increment generated from the lesser of (i) a tax rate of $0.5155 per $100 valuation, or (ii) the County's then current Maintenance and Operations tax rate for the applicable tax year, until the earlier of (A) thirty (30) years from the effective date of the City ordinance creating the TIF Zone, or (B) the date on which the County's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement. (Note: The foregoing formula for the participation of the County's Tax Increment is intended to include only Tax Increment generated from all or a portion of the County's Maintenance and Operations tax levy, and exclude that portion of the County's tax levy allocated to debt service.) Any portion of the County's Tax Increment related to the TIF Zone which has been contributed into the Tax Increment Fund and which remains therein after the County's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement shall be refunded to the County.

SECTION 4.4. TIF TERM AND USE OF TIF REVENUES. The City anticipates paying to the LGC, after receiving approval of the board of directors of the TIF Zone, monies on deposit in the Tax Increment Fund ("***TIF Revenues***") for the purpose of discharging obligations of the City and the County described in this Agreement and other costs, expenses and obligations incurred by the TIF

Zone, the LGC and/or the City under the terms of the Tri-Party Agreement. Unless earlier terminated pursuant to this Agreement, the term of the TIF Zone (the "***TIF Term***") will expire upon the earlier of (i) the date on which the City Reimbursement Commitment and the County Reimbursement Commitment have been fully paid to the Developer in accordance with the terms of this Agreement, or (ii) thirty (30) years from the effective date of the City ordinance creating the TIF Zone. At the expiration of the TIF Term, any remaining TIF Revenues will be distributed into the general funds of the City and the County in the proportion of each unit's contributions to the TIF Zone for the tax year most recently ended.

Section 4.5. Board Representation. The Developer shall have the right to recommend to the City and the County the name of at least one person to serve on the board of directors of the TIF Zone. The City and the County shall duly consider such request, but the Developer acknowledges that, in accordance with the Act, the Commissioners Court of the County shall have the right to appoint one member to the board of directors of the TIF Zone (unless the County waives such right), and the City Council shall appoint all other members of such board, and neither the City nor the County shall be obligated to appoint the person recommended by the Developer.

[End of Article IV]

ARTICLE V

FINANCING AND DEVELOPER REIMBURSEMENTS

SECTION 5.1. COST OF CONSTRUCTION; POTENTIAL REIMBURSEMENTS.

SECTION 5.1.1. REIMBURSABLE PUBLIC INFRASTRUCTURE COSTS. The Developer shall be responsible for, and shall finance, all costs of development and construction of the Project and related Public Infrastructure, including without limitation all Project Costs; provided, however, the Developer shall be eligible to be reimbursed, solely from TIF Revenues, for (i) up to ***$16,500,000*** (plus up to an additional $16,500,000 for interest on unreimbursed costs for all outstanding Developer debt attributable to the Commercial/Regional-Related Public Infrastructure costs, calculated at the lesser of (A) the rate of 6.00% per annum, or (B) the actual rate incurred by the Developer in connection with indebtedness incurred by the Borrower to finance Commercial/Regional-Related Public Infrastructure) for costs actually incurred by the Developer (as determined in accordance with Section 5.2 below) to construct Commercial/Regional-Related Public Infrastructure (the "***Maximum Commercial/Regional-Related Public Infrastructure Reimbursement***"), and (ii) up to ***$17,400,000*** (plus interest on unreimbursed costs for all outstanding developer debt attributable to the Residential-Related Public Infrastructure costs, calculated at the lesser of (A) the rate of 6.00% per annum, or (B) the actual rate incurred by the Developer in connection with indebtedness incurred by the Borrower to finance Residential-Related Public Infrastructure) for costs actually incurred by the Developer to finance and construct Residential-Related Public Infrastructure (the "***Maximum Residential-Related Public Infrastructure Reimbursement***" and, the costs actually incurred and paid by the Developer for Project Costs for Public Infrastructure that are reimbursable hereunder that are not in the aggregate in excess of the Maximum Residential-Related Public Infrastructure Reimbursement and the Maximum Commercial/Regional-Related Public Infrastructure Reimbursement, the "***Reimbursable Public Infrastructure Costs***"), but only upon compliance with the terms of this Agreement. Except as provided under Section 5.3 hereof with respect to the possible issuance of Public Infrastructure Bonds, the Developer shall be reimbursed for Reimbursable Public Infrastructure Costs on a "pay-as-you-go basis" over a period of years solely from TIF Revenues deposited by the City and the County into the Tax Increment Fund and upon compliance with the terms of this Agreement, and, notwithstanding anything to the contrary including without limitation Section 5.3 hereof, in no event shall any other funds of the City or the County be available to be used to reimburse the Developer for such costs or to pay any costs related to the Public Infrastructure Bonds.

SECTION 5.1.2. SOURCES OF FUNDING MAXIMUM COMMERCIAL/REGIONAL-RELATED PUBLIC INFRASTRUCTURE REIMBURSEMENT. The Maximum Commercial/Regional-Related Public Infrastructure Reimbursement shall be funded with TIF Revenues contributed by the City into the Tax Increment Fund. In addition, in the event the Developer's actual total costs to construct Commercial/Regional-Related Public Infrastructure exceed the Maximum Commercial/Regional-Related Public Infrastructure Reimbursement to be reimbursed with City TIF Revenues (i.e., $16,500,000, exclusive of the interest reimbursement described in Section 5.1.1 above) but the Developer's actual total costs to construct Residential-Related Public Infrastructure (which can only

be reimbursed with County TIF Revenues) is less than $17,400,000 (exclusive of the interest reimbursement described in Section 5.1.1 above), TIF Revenues contributed by the County into the Tax Increment Fund up to an amount equal to the difference between $17,400,000 and the amount of County TIF Revenues that have been used to reimburse the Developer for Residential-Related Public Infrastructure (exclusive of the interest reimbursement described in Section 5.1.1 above), may, upon written request to and consent of the County, be used to reimburse the Developer for costs related to Commercial/Regional-Related Public Infrastructure which exceed the Maximum Commercial/Regional-Related Public Infrastructure Reimbursement being provided with City TIF Revenues; provided, however, in no event may County TIF Revenues be used to pay for a cost component associated with Commercial/Regional-Related Public Infrastructure that exceeds the amount for such component shown in the Projected Budget attached hereto as Exhibit C or interest (not to exceed 6% per annum) on any costs associated with Commercial/Regional-Related Public Infrastructure costs.

SECTION 5.1.3. SOURCE OF FUNDING OF MAXIMUM RESIDENTIAL-RELATED PUBLIC INFRASTRUCTURE REIMBURSEMENT. The Maximum Residential-Related Public Infrastructure Reimbursement shall be funded with TIF Revenues contributed by the County into the Tax Increment Fund. No TIF Revenues contributed by the City into the Tax Increment Fund shall be used to fund any portion of the Maximum Residential-Related Public Infrastructure Reimbursement.

SECTION 5.2. EVIDENCE OF REIMBURSABLE PUBLIC INFRASTRUCTURE COSTS. Notwithstanding anything to the contrary herein, before the Developer is entitled to receive any funds under this Agreement to reimburse itself for Reimbursable Public Infrastructure Costs, (i) the Developer must submit documentation reasonably acceptable to the City, the County, the board of directors of the TIF Zone and the LGC demonstrating (a) that the Developer has properly constructed, installed and completed all or a portion of the Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure for which it is requesting reimbursement, and (b) that the Developer has actually paid or incurred Reimbursable Public Infrastructure Costs to construct such Commercial/Regional-Related Public Infrastructure (which costs may include interest on indebtedness incurred by the Developer to finance such construction up to the amount described in Section 5.1.1 above and at a rate not to exceed 6% per annum on the actual costs of Commercial/Regional-Related Public Infrastructure that has not previously been reimbursed with TIF Revenues provided by the City) or Residential-Related Public Infrastructure (which costs may include interest on indebtedness incurred by the Developer to finance such construction at a rate not to exceed 6% per annum on the actual costs of Residential-Related Public Infrastructure that has not previously been reimbursed with TIF Revenues provided by the County) in an amount at least equal to the amount for which the Developer is seeking reimbursement, and (ii) the Developer has conveyed such Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure to the City, and the City has accepted such Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure, in accordance with Section 3.5 hereof. The City will not unreasonably withhold the acceptance of such Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure Public Infrastructure as long as such Public Infrastructure has been properly constructed, installed and completed and such Public Infrastructure has been constructed in accordance with all applicable building codes.

Notwithstanding anything to the contrary herein, in the event the Developer has been reimbursed for costs that are ineligible for reimbursement, the Developer shall promptly return such amounts to the board of directors of the TIF Zone for reimbursement of the Tax Increment Fund.

SECTION 5.3. PUBLIC INFRASTRUCTURE BONDS.

SECTION 5.3.1. ISSUANCE OF PUBLIC INFRASTRUCTURE BONDS. Upon satisfying all conditions set forth in Section 5.3.3 hereof, and at the Developer's request, the LGC, if permitted by applicable law, will use its reasonable best efforts to issue one or more series of revenue bonds ("***Public Infrastructure Bonds***") in the principal amount sufficient to (i) reimburse the Developer for the lesser of (A) with respect to costs for Commercial /Regional-Related Public Infrastructure, $16,500,000, and with respect to Residential-Related Public Infrastructure, $17,400,000, and (B) the actual costs expended by the Developer for Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure, as appropriate, prior to the issuance of such series of Public Infrastructure Bonds which have not previously been reimbursed to the Developer with proceeds of a series of Public Infrastructure Bonds or other City TIF Revenues (with respect to Commercial/Regional-Related Public Infrastructure) or County TIF Revenues (with respect to Residential-Related Public Infrastructure), plus (ii) an amount, if any, required to fund capitalized interest for such series and for the period of time recommended by the LGC's financial advisor (but in no event longer than one year following completion of the Public Infrastructure being reimbursed with proceeds of such series of Public Infrastructure Bonds), plus (iii) an amount required to fund a debt service reserve fund, if any (but not in excess of the maximum annual principal and interest payments on such series of the Public Infrastructure Bonds), and plus (iv) an amount sufficient to pay cost of issuance. The specific terms of each series of Public Infrastructure Bonds shall be approved by the LGC and shall be, subject to then prevailing market conditions and applicable~~application~~ laws, payable annually over not more than twenty (20) years, all of which will be set forth in greater detail in the Public Infrastructure Bond Documents. Each series of Public Infrastructure Bonds will be secured by a parity pledge of (i) the City TIF Revenues with respect to Public Infrastructure Bonds issued to reimburse the Developer for Commercial/Regional-Related Public Infrastructure, or (ii) the County TIF Revenues with respect to Public Infrastructure Bonds issued to reimburse the Developer for Residential-Related Public Infrastructure, and no funds of the City, the County or the EEDC will be available to be used to pay the Public Infrastructure Bonds.

SECTION 5.3.2. GENERAL ISSUANCE PROVISIONS. Each series of Public Infrastructure Bonds will be issued, to the extent permitted by applicable law, as tax-exempt obligations as described in Section 103 of the Internal Revenue Code of 1986, as amended (the "IRC");~~IRC;~~ however, it is possible that not all of the improvements that comprise Public Infrastructure will qualify to be financed with tax-exempt obligations under Section 103 of the IRC. If the LGC is unable to obtain an opinion of nationally recognized bond counsel that Public Infrastructure Bonds in any series are tax-exempt obligations under Section 103 of the IRC, the LGC reserves the right to issue such series of Public

Infrastructure Bonds as taxable obligations. The LGC shall use its reasonable best efforts to obtain a tax-exempt opinion of nationally recognized bond counsel with respect to such series of Public Infrastructure Bonds. The parties agree that all revenues pledged to the repayment of the Public Infrastructure Bonds shall be transferred to a Bond Trustee to be named in, and will be utilized in accordance with the terms of, the Public Infrastructure Bond Indenture, including the payment of debt service on each series of Public Infrastructure Bonds when due. Each series of Public Infrastructure Bonds (i) will be special, limited obligations of the LGC, (ii) will be non-recourse (no personal liability) to the City, the EEDC, the County or the LGC or their respective members, directors, officers, employees and agents, and (iii) will never be secured by or payable from the general credit or taxing power of the City, the County, the EEDC or the LGC.

SECTION 5.3.3. CONDITIONS TO THE OBLIGATIONS OF THE LGC TO ISSUE PUBLIC INFRASTRUCTURE BONDS. The LGC shall have no duty or obligation to issue any series of Public Infrastructure Bonds unless and until the following conditions have either been satisfied or waived in writing by the LGC:

(a) *Evidence of Reimbursable Public Infrastructure Costs*. The Developer shall have submitted documentation reasonably acceptable to the LGC demonstrating that the Developer has properly constructed and installed all or a portion of the Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure for which it is requesting reimbursement and has incurred actual costs for such Public Infrastructure in an amount at least equal to the amount eligible to be reimbursed with such series of Public Infrastructure Bonds (as separately described in clause (i) of Section 5.3.1 above with respect to Commercial/Regional-Related Public Infrastructure and Residential-Related Public Infrastructure). Public Infrastructure Bonds issued to reimburse the Developer for Reimbursable Public Infrastructure Costs associated with Commercial/Regional-Related Public Infrastructure shall be solely payable from and secured by City TIF Revenues. Public Infrastructure Bonds issued to reimburse the Developer for Reimbursable Public Infrastructure Costs associated with Residential-Related Public Infrastructure shall be solely payable from and secured by County TIF Revenues.

(c) *Cash Flow Projection*. The LGC has received a cash flow projection from the LGC's financial advisor or a financial consulting firm selected by the LGC which reasonably demonstrates that the TIF Zone is expected to generate City TIF Revenues or County TIF Revenues, as appropriate, in an amount at least equal to 135% of the average annual principal and interest requirements on such series of Public Infrastructure Bonds and all other Public Infrastructure Bonds then outstanding which are secured on a parity basis with City TIF Revenues or County TIF Revenues, as appropriate, unless all purchasers of such series of Public Infrastructure Bonds and the owners of all then outstanding Public Infrastructure Bonds secured on a parity therewith specifically acknowledge and consent in writing to a lower percentage.

(d) *Representations and Warranties; Performance of Obligations*.

(1) The representations and warranties of the Developer set forth in this Agreement and in each certificate, agreement, document or instrument delivered pursuant hereto on or before the Bond Closing Date or in connection with the transactions contemplated hereby on the Bond Closing Date shall be true and correct in all material respects on the date of this Agreement and on the Bond Closing Date as though made on and as of such Bond Closing Date; and

(2) The Developer shall have timely performed in all material respects all of the covenants, agreements and obligations hereunder to be performed by the Developer on or prior to the Bond Closing Date, and shall not be in material default under this Agreement or any Collateral Document delivered pursuant hereto on or before the Bond Closing Date.

(e) *Terms Satisfactory*. The form and terms of such series of Public Infrastructure Bonds and the Collateral Documents shall have been approved by the Board of Directors of the LGC in accordance with Texas law, and all necessary documents shall have been executed by the respective parties.

(f) *Permits*. All approvals, consents and permits from the Attorney General of the State of Texas and other government agencies shall have been obtained as required by law to issue such series of Public Infrastructure Bonds.

(g) *Legal Opinions*. The LGC's Bond Counsel and the Developer's legal counsel shall have delivered to the LGC, the County and the Developer legal opinions containing such opinions and being in such form as the LGC, the County and the Developer may reasonably request.

(h) *Other Matters*. The Developer shall have delivered to the LGC, in form and substance satisfactory to the LGC, such certificates and other evidence as the LGC may reasonably request to confirm the satisfaction of the conditions contained in this Section 5.3 which are within the control of the Developer.

(i) *No Material Adverse Change*. Since the Effective Date of this Agreement, no material adverse change shall have occurred in the financial condition, assets, liabilities or business prospects of the Developer.

(j) *No Injunction or Restraints*. There shall be no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition questioning this Agreement or any obligation contained herein or preventing the collection and payment to the LGC of

the revenues to be pledged as security for the Public Infrastructure Bonds or interfering with the use thereof by the LGC.

SECTION 5.4. SEPARATE OBLIGATIONS OF THE DEVELOPER. The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Project and related Public Infrastructure and the operation of the Project shall be solely the obligations of the Developer. The City and the County shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to make their respective payments into the Tax Increment Fund so that the board of directors of the TIF Zone may reimburse the Developer for the Reimbursable Public Infrastructure Costs in accordance with the terms and conditions of this Agreement.

[End of Article V]

ARTICLE VI

OTHER DEVELOPER OBLIGATIONS

SECTION 6.1. COMPLETION OF THE PROJECT. The Developer shall use reasonable best efforts to cause construction of the Project and related Public Infrastructure to be completed in a manner consistent with the schedule for build-out of the Project as set forth in Exhibit D.

SECTION 6.2. AUDITS OF DEVELOPER RECORDS. The Developer agrees that the City, the County, and the LGC will have the right to audit the financial and business records of the Developer (and its Affiliates) that relate specifically to the Public Infrastructure (collectively "***Developer Records***") at any time in order to determine compliance with this Agreement. To the extent reasonably possible, the Developer shall make all Developer Records available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the LGC. The Developer also shall make all Developer Records available to the City, the County and the LGC at the Developer's home office following reasonable advance notice by the City, the County or the LGC and shall otherwise cooperate fully with the City, the County and the LGC during any audit.

SECTION 6.3. CONSTRUCTION OF WATER TOWER. Included within the Commercial/Regional-Related Public Infrastructure to be constructed by the Developer is an elevated water tower which is intended to serve residents and commercial enterprises in and near the TIF Zone. Developer agrees to immediately commence design and construction at the Site of such elevated water tower (with a minimum elevation of 130 feet, with a capacity of not less than 1.5 million gallons, and constructed of composite materials). Design and construction plans for such water tower must first be approved by the City's Public Works Department prior to commencement of construction thereof, and the Developer agrees to use best efforts to complete the construction of the water tower by no later than 18 months from the date of execution of this Agreement. The City agrees that the name of "La Sienna" may be displayed prominently on such water tower, subject to the City Manager's approval of final drawings illustrating how such name will be displayed, on the condition that the City's name shall also appear on the water tower in an appropriate manner approved by the City Manager.

[End of Article VI]

ARTICLE VII

OTHER CITY, COUNTY, AND LGC OBLIGATIONS

SECTION 7.1. FAST-TRACK DEVELOPMENT APPROVALS. The City, the County and the LGC will use all reasonable efforts to expedite the processes of establishing the TIF Zone, authorizing the Public Infrastructure Bonds, and obtaining any necessary rights of way or easements for the Public Infrastructure as required by this Agreement.

SECTION 7.2. INTERLOCAL AGREEMENT. The City, the County, the LGC and the Developer acknowledge and agree that:

(a) certain rights of the County related to the Project and the TIF Zone, including without limitation audit and oversight provisions, are to be included in an interlocal agreement (the "Interlocal Agreement") to be entered between the City and the County subsequent to the execution of this Agreement;

(b) notwithstanding anything to the contrary contained in this Agreement, the County's obligations in this Agreement are subject to (i) the negotiation, execution and delivery of the Interlocal Agreement and (ii) the City's compliance with the terms thereof and satisfaction of its obligations thereunder, including without limitation causing the LGC to facilitate the County's audit and oversight; and

(c) that the County would have required the Developer to grant additional direct audit and related rights to the County hereunder but for the agreement of the City and the LGC to provide such rights in the Interlocal Agreement.

The City and the County will use reasonable efforts to expedite the process of negotiating, executing and delivering the Interlocal Agreement and will consult with the LGC with respect to the City's and, through the City, the LGC's obligations thereunder. The City covenants and agrees to comply with the terms of the Interlocal Agreement and to satisfy its obligations thereunder. The LGC covenants and agrees that, while it is not intended to be a party to the Interlocal Agreement, that it will comply with the terms thereof.

SECTION 7.3. TRI-PARTY AGREEMENT. The City and the LGC will use reasonable efforts to expedite the process of negotiating, executing and delivering the Tri-Party Agreement.

[End of Article VII]

ARTICLE VIII

TERMINATION

SECTION 8.1. TERMINATION. This Agreement may be terminated for any of the following reasons:

(a) *By Mutual Consent*. By the mutual consent of the City, the County, the LGC and the Developer.

(b) *By City, County or LGC*. By the City, the County or the LGC after compliance with the procedures set forth in Section 8.4 hereof, if Developer commits a breach under Section 9.1 which is not cured in a timely manner (a "***Fundamental Breach***").

(c) *By Developer*. By the Developer (i) after compliance with the procedures set forth in Section 8.5, if (A) any of the City's, the County's or the LGC's representations or warranties contained in this Agreement is, or becomes, untrue in any material respect, or (B) the City, the County or the LGC has failed to perform any of their respective covenants contained in this Agreement.

(d) *Other*. Any party may terminate this Agreement at any time after the earlier to occur of (i) the expiration of the TIF Zone, and (ii) the reimbursement to the Developer in full of the Reimbursable Public Infrastructure Costs in accordance with Article V of this Agreement.

Provided, however, in no event shall this Agreement terminate unless all Public Infrastructure Bonds issued by the LGC, if any, are no longer outstanding. In the event this Agreement could terminate due to the occurrence of a Fundamental Breach described in Section 8.1(b) above but is required to stay in existence due to the fact that Public Infrastructure Bonds are outstanding, neither the City nor the County shall be obligated to provide the Developer with any further reimbursements under this Agreement.

SECTION 8.2. TERMINATION DATE. The date of termination of this Agreement (the "***Termination Date***") shall mean the date on which this Agreement is terminated for any of the reasons listed in Section 8.1 of this Agreement.

SECTION 8.3. NOTICE OF PROBLEMS. Each party will promptly give written notice to the other parties when it becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would cause or constitute, or would be likely to cause or constitute, (a) any of its representations or warranties contained in this Agreement being or becoming untrue or (b) its failure to perform any of its covenants contained in this Agreement. No such notice shall affect the representations or warranties, covenants or conditions of the parties hereunder, or prevent any party from relying on the representations or warranties contained herein.

SECTION 8.4. CITY, COUNTY, AND LGC TERMINATION PROCEDURE. If the City, the County or the LGC discovers, by reason of a notice given pursuant to this Agreement or otherwise, any Fundamental Breach, then the City, the County or the LGC may deliver a written notice to the Developer of such Fundamental Breach, specifying the factual basis therefore in reasonable detail. A copy of said notice shall be delivered promptly to the other parties. The Developer shall have the right to cure any matter set forth in such notice within sixty (60) days following the date such notice is received or such additional time thereafter as is reasonably necessary in order to cure the breach provided Developer promptly commenced pursuing such cure upon receipt of such notice and diligently pursues the cure during such additional time. The Developer may request additional time particularly for construction related delays attributable to unforeseen circumstances in order to resolve them to avoid default. Delays requested to resolve development issues with the Project will not serve to restrict payments to the Developer pursuant to this Agreement. Upon such notice and the Developer's failure to timely cure, the City, the County or the LGC may terminate this Agreement by delivering written notice of termination to the other parties, which will be effective no less than ten (10) days after receipt of such notice by the Developer. A copy of said notice shall be delivered promptly to the other parties.

SECTION 8.5. DEVELOPER'S TERMINATION PROCEDURE. If the Developer discovers, by reason of a notice given pursuant to this Agreement or otherwise, that (i) any of the City's, the County's or the LGC's representations or warranties are or have become untrue in any material respect, or (ii) the City, the County or the LGC has failed to perform any of its covenants contained in this Agreement in any material respect, then the Developer may deliver a notice to the City, the County and the LGC of such event, specifying the factual basis therefore in reasonable detail. A copy of said notice shall be delivered promptly to the other parties. The City, the County or the LGC, as the case may be, shall have the right to cure any matter set forth in such notice within thirty (30) days following the date such notice is received. Upon such notice and failure by the City, County or LGC, as the case may be, to timely cure, the Developer may terminate this Agreement by delivering written notice of termination to the City, the County and the LGC, which will be effective no less than 10 days after receipt of such notice by the City, the County and the LGC

SECTION 8.6. EFFECT OF TERMINATION. Upon the termination of this Agreement pursuant to this Article VIII, unless otherwise required by applicable law, (i) neither the City, the County, the LGC nor the Developer shall have any further duties, obligations or liabilities under this Agreement except for the indemnification and hold harmless agreements set forth herein, (ii) the audit rights set forth above and through the Interlocal Agreement, (iii) all costs and expenses incurred by the Developer, the City, the County or the LGC, respectively, in connection with this Agreement and the transactions contemplated hereby prior to such termination shall remain the obligation of the party obligated to pay such costs hereunder and any costs incurred subsequent to such termination shall be the obligation of the party incurring such cost; and (iv) all Public Infrastructure shall be conveyed to the City at the City's option. Without limiting the generality of the foregoing, the costs of the development and construction of the Project and related Public Infrastructure, which were incurred and submitted to the City and the LGC for reimbursement prior to such termination and which are

properly reimbursable pursuant to this Agreement shall be reimbursed to the extent funds are available in the TIF Fund at the date of termination.

[End of Article VIII]

ARTICLE IX

COVENANTS

SECTION 9.1. COVENANTS OF DEVELOPER. From the Effective Date of this Agreement until the later to occur of (i) the Termination Date, (ii) the date on which all Public Infrastructure Bonds are paid in full, and (iii) the date on which all Reimbursable Public Infrastructure Costs are paid in full:

SECTION 9.1.1. COMPLIANCE CERTIFICATE. Upon written request of the City or the County given no more frequently than annually, the Developer shall deliver to the City and the County a certificate executed by the principal financial officer of the Developer stating that a review of the activities of the Developer during the period since the last such certificate was issued has been made under such officer's supervision and that to the best of such officer's knowledge and belief after reasonable and due investigation, (i) the Developer has observed, performed and fulfilled each and every obligation and covenant contained in this Agreement and in each of the Collateral Documents or, if there is any exception to the foregoing, specifying the nature and status thereof; and (ii) there exists no event of default or potential default under this Agreement or any of the Collateral Documents as of the date of such certificate or, if any such event shall have occurred, specifying the nature and status thereof.

SECTION 9.1.2. BUSINESS OF THE DEVELOPER. The Developer shall conduct all operations within the Site in compliance with all federal and state laws and City ordinances, and any other applicable laws.

SECTION 9.1.3. COMPLIANCE WITH LAWS. The Developer shall timely comply in all material respects with all laws, issuances, rules and regulations of any governmental authority applicable to the Developer, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood disaster and environmental protection laws affecting the Project or the Site, and, upon the request of the City or the County, deliver to the City and the County evidence thereof.

SECTION 9.1.4. INSPECTION OF BOOKS AND RECORDS. The Developer shall at all times keep complete and accurate books and records and accounts of their transactions, in accordance with GAAP, and permit any representative of the City, the County or the LGC designated in writing, at all reasonable times and with then (10) days prior notice, to examine and copy, or have the Developer provide a copy for them of, the books and records of the Developer pertaining to financing of the Public Infrastructure, including expenditures, employment data, all contracts, statements, invoices, bills, and claims for labor, material, services supplied for the construction of the Public Infrastructure.

SECTION 9.1.5. MODIFICATION, AMENDMENT OR TERMINATION OF THE COLLATERAL DOCUMENTS. The Developer shall not modify, amend or terminate any of the

Collateral Documents, or any of the other contracts or agreements concerning the construction or development of the Project that are hereafter approved by the City and the LGC without the prior written consent of the City or the LGC and which consent shall not be unreasonably withheld or delayed.

SECTION 9.2. COVENANTS OF THE CITY AND LGC. From the Effective Date of this Agreement until the later to occur of (i) the Termination Date, (ii) the date on which all Public Infrastructure Bonds are paid in full, and (iii) the date on which all Reimbursable Public Infrastructure Costs (or such lesser amount as required pursuant to Section 8.6) are paid in full, unless the Developer shall otherwise consent in writing, the~~writing:~~

~~**SECTION 9.2.1. ORGANIZATION.** The~~ LGC shall not change, and the City will not permit the LGC to change, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

~~**SECTION 9.2.2. PLEDGE OF PLEDGED REVENUES.** In the event Public Infrastructure Bonds are issued by the LGC, the LGC shall pledge all TIF Revenues received from the City (but not from the County) for the payment of principal of and interest on the Public Infrastructure Bonds.~~

SECTION 9.3. FURTHER ACTIONS. The City, the County, the LGC and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

[End of Article IX]

ARTICLE X

REPRESENTATIONS AND WARRANTIES

SECTION 10.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the City, the LGC and the County, as of the Effective Date and any date on which the Developer conveys Public Infrastructure to the City or makes any certifications hereunder to the City or the County (each such date, a "Closing Date"), as follows:

SECTION 10.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. SKC Management Company, L.L.C. is the general partner of the Developer (the "***General Partner***"), and is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business which the Developer carries on and which it proposes to carry on any lawfully be conducted by the Developer.

SECTION 10.1.2. AUTHORITY. The execution, delivery and performance by the Developer of this Agreement and the Collateral Documents to which the Developer may be a party are within the Developer's powers and have been duly authorized by all necessary action of the Developer and General Partner.

SECTION 10.1.3. NO CONFLICTS. Neither the execution and delivery of this Agreement or the Collateral Documents to which the Developer may be a party, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the organizational documents of the Developer or the General Partner or any provision of law, statute, rule or regulation to which the Developer or the General Partner is subject or any judgment, decree, license, order or permit applicable to the Developer or the General Partner, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer or the General Partner pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer or the General Partner is a party or, to the knowledge of the Developer or the General Partner, by which the Developer or the General Partner is bound, or to which the Developer or the General Partner is subject.

SECTION 10.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Developer of this Agreement, the Collateral Documents to which the Developer may be a party or the consummation of the transactions contemplated hereby or thereby.

SECTION 10.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 10.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of the Developer or the General Partner threatened against or affecting the Developer or the General Partner or any subsidiaries of the Developer or the General Partner, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or the Collateral Documents to which the Developer may be a party or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or the Collateral Documents to which the Developer may be a party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or the General Partner or on the ability of the Developer or the General Partner to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Project).

SECTION 10.1.7. NO DEFAULTS. Neither the Developer nor the General Partner is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer or the General Partner is a party or by which the Developer or the General Partner or any of their property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement or the Collateral Documents to which the Developer is a party.

SECTION 10.1.8. FULL DISCLOSURE. Neither this Agreement nor any schedule or exhibit attached thereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 10.1.9. NECESSARY CONSENT. The Developer acknowledges that neither the City, the County nor the LGC is committed or obligated to pay any expenditure incurred with respect to the construction of the Project and related Public Infrastructure except as specifically provided in this Agreement.

SECTION 10.1.10. ENVIRONMENTAL CONDITION; INDEMNIFICATION.

(a) Except as set forth on ***Exhibit G*** attached hereto, to the actual knowledge

of the Developer, (i) the Project and the Site are now and at all times hereafter will continue to be in material compliance with all Environmental Regulations, including, but not limited to, CERCLA and SARA, and (ii) as of the date hereof, there are no Hazardous Substances (including without limitation, any materials containing asbestos) located on, in or under the Project or the Site or used in connection therewith (except as may be necessary in connection with any normal and customary use of the Project, which the Developer warrants will be stored, handled, used and disposed of properly and in accordance with applicable law). The Developer covenants and agrees that it will promptly notify the City, the County and the LGC of (i) any material change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Project or the Site or used in connection therewith and (ii) any material spill, emission, release, discharge, disposal, leakage or dumping of any hazardous materials, substances or wastes onto, in or from the Project or the Site which is not in compliance with applicable federal, state and local environmental laws and regulations, and will transmit to the City, the County and the LGC copies of any citations, orders, notices or other materials, substances, wastes or other environmentally regulated substances affecting the Project or the Site.

(b) The Developer will indemnify and hold the Indemnitees harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Indemnitees as a direct or indirect result of any warranty or representation made by the Developer in Section 10.1.10 (a) of this Agreement being false or untrue in any material respect, or any requirements under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials substances, wastes or other environmentally regulated substances by the Developer, or any of the Indemnitees or the breach of any covenant of the Developer contained in Section 10.1.10 (a) of this Agreement.

(c) This Section 10.1.10 will survive the termination of this Agreement.

SECTION 10.2. REPRESENTATION AND WARRANTIES OF THE CITY, THE COUNTY, AND LGC. The City, the County, and the LGC severally represent and warrant to the Developer, to the actual knowledge of the Commissioner's Court as to the County and of the City Commission as to the City, as of the Effective Date and, with respect to the City, any Closing Date, as follows:

SECTION 10.2.1. AUTHORITY. The execution, delivery and performance such party of this Agreement and the Collateral Documents to which such party is a party are within the party's powers and have been duly authorized by all necessary action.

SECTION 10.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement or the Collateral Documents, nor the consummation of any of the transactions

herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of such party or any provision of law, statute, rule or regulation to which such party to such party's knowledge is subject or any judgment, decree, license, order or permit applicable to such party, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of such party pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which such party is a party or by which such party is are bound, or to which such party is subject.

SECTION 10.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 10.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the knowledge of such party threatened against or affecting such party, threatened against or affecting such party, questioning the validity of any proceedings taken or to be taken by such party in connection with the execution, delivery and performance by such party of this Agreement or the Collateral Documents to which such party is a party or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the such party hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of such party to perform, such party's obligations under this Agreement or the Collateral Documents to which such party is a party.

SECTION 10.2.5. NO DEFAULTS. Such party is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which such party is a party or by such party is bound that would have any material adverse effect on such party's ability to perform under this Agreement or the Collateral Documents to which such party is a party.

[End of Article X]

ARTICLE XI

INDEMNIFICATION AND INSURANCE

SECTION 11.1. INDEMNITY. The Developer shall indemnity and hold harmless the LGC, the LGC's officers, directors, employees, and agents, the City and the City's council members, employees and agents, the County and the County's commissioners, employees and agents, the board of directors of the TIF Zone, and any Bond Trustee and the Bond Trustee's officers, directors, management, employees, and agents (collectively, the "***Indemnitees***") from any and all damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgments, suites, proceedings, costs, disbursements or expenses (including, without limitation, fees, disbursements and reasonable expenses of attorneys, accountants and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever (collectively, the "***Damages***"), directly or indirectly resulting from , relating to or arising out of:

(a) the construction, development, maintenance or operation of the Site, the Project, or the business of the Developer other than the maintenance or operation of the Public Infrastructure and other parts of the Site dedicated to the City following acceptance of such Public Infrastructure by the City;

(b) the formation, organization and operation of the Developer or the General Partner;

(c) any breach of or inaccuracy in any representation or warranty of the Developer contained in this Agreement or any of the Collateral Documents;

(d) any breach or non-performance, partial or total, by the Developer of any covenant or agreement of the Developer contained in this Agreement or in the Collateral Documents; or

(e) any actual or threatened violation of or non-compliance with, or remedial obligation arising under, any federal or state environmental laws arising from any event, condition, circumstance, activity, practice, incident, action or plan relating in any way to the Site, the Project, or the business of the Developer.

SECTION 11.2. INDEMNIFICATION PROCEDURES. In case any claim shall be brought or, to the knowledge of any Indemnitee, threatened against any Indemnitee in respect of which indemnity may be sought against the Developer, such Indemnified Party shall promptly notify the Developer in writing; provided, however, that any failure so to notify shall not relieve the Developer of its obligations under this Article XII. The Developer shall have the right to assume the investigation and defense of all claims, including the employment of counsel and the payment of all expenses. Each Indemnitee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by

such Indemnitee unless (i) the employment of such counsel has been specifically authorized by the Developer, in writing, or (ii) the Developer has failed after receipt of notice of such claim to assume the defense and to employ counsel reasonably acceptable to such Indemnitee or (iii) in the event of a conflict of interest between the Developer and such Indemnitee. Each Indemnitee shall cooperate at the Developer's expense with the Developer in the defense of any action or claim. The Developer shall not be liable for any settlement of any action or claim without the Developer's consent but, if any such action or claim is settled with the consent of the Developer or there be final judgment for the plaintiff in any such action or with respect to any such claim, the Developer shall indemnify and hold harmless the Indemnitees from and against any Damages by reason of such settlement or judgment as provided in Section 11.1 of this Agreement.

[End of Article XI]

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. ARTICLE, SECTION OR OTHER HEADINGS. Article or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 12.2. ENTIRE AGREEMENT. This Agreement and the Collateral Documents contain the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 12.3. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 12.4. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Except as specifically provided herein, this Agreement and the Collateral Documents are not assignable without the prior written permission of the other parties thereto, which permission shall not be unreasonably withheld. However, the Developer can assign its rights to receive reimbursements under this Agreement to its lender(s) without the consent of the other parties.

SECTION 12.5. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 12.6. REMEDIES. Upon breach of any of the covenants contained in Article IX or the representations and warranties contained in Article X, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 12.7. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

Burns Brothers Limited
3700 North 10th Street, Suite 230
McAllen, Texas 78501
Attn: Chris Burns
Telephone: (965) 992-0456

	Facsimile: (956) 630-1098
With a copy to:	Hawes Hill Calderon 2500 Tanglewilde, Suite 260 Houston, Texas 77063 Attn:_Bill Calderon Telephone:713-541-0447 Facsimile:713-541-9906
CITY:	City of Edinburg, Texas P.O. Box 1079 210 W. McIntyre Edinburg, Texas 78540 Attn: City Manager Telephone: (956) 383-5661 Facsimile: (956) 383-7111
With a copy to:	Edinburg Economic Development Corporation 602-B West University Edinburg, Texas 78539 Attn: Executive Director Telephone: (956) 383-7124 Facsimile: (956) 380-2738
COUNTY:	Hidalgo County 100 N. Closner Boulevard Edinburg, Texas 78539 Attn: County Judge Telephone: (956) 318-2600 Facsimile: (956) 318-2699
With a copy to:	Atlas & Hall, L.L.P. P.O. Box 3725 McAllen, Texas 78502 Attn: Stephen L. Crain Telephone: (956) 682-5502 Facsimile: (956) 686-6109

SECTION 12.8. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 12.9. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and

it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 12.10. NO THIRD-PARTY BENEFICIARIES. The City, the County, the LGC and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the County, the LGC, and the Developer or permitted successors or assignees of such parties, except that the indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure to the benefit of the Indemnitees.

SECTION 12.11. NO JOINT VENTURE. Nothing contained in this Agreement or the Collateral Documents is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no party shall in any way assume any of the liability of the other parties for acts of the other or obligations of the other parties.

SECTION 12.12. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

[End of Article XII]

[Signature Pages Follow]

EXECUTED to be effective as of the Effective Date.

BURNS BROTHERS, LTD.,
a Texas limited partnership
By: SKC Management Company, L.L.C., its general partner

By:_____
Name:_____
Title:_____

CITY OF EDINBURG, TEXAS

ATTEST:

By:_____
Name:_____
Title:_____

_____
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION

By:_____
Name:_____
Title:_____

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Juan D. Salinas III
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

Site

EXHIBIT B

TIF Zone

EXHIBIT C

Projected Budget

EXHIBIT D

Construction Schedule

EXHIBIT E

Description of Construction Phases

EXHIBIT F

Description of Public Infrastructure

EXHIBIT F-1

Description of Commercial/Regional-Related Public Infrastructure

EXHIBIT F-2

Description of Residential-Related Public Infrastructure

EXHIBIT G

Exceptions to Environmental Conditions

AI-9748 **12.A.**

Sheriff's Federal Sharing - U.S. Department of Treasury
CC REGULAR

Date: 06/17/2008
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Approval to appropriate monies received on a seizure award in the Sheriff's Federal Sharing - U.S. Department of Treasury Fund 1228.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1228-352-30-280-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$1,054.32 available balance as of 06/13/08.

Attachments

Link: appropriation-sherrifs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/11/2008 05:12 PM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 08:37 AM	APRV
3	Rey Salazar	Rey Salazar	06/13/2008 10:30 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:37 PM	APRV
5	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 06/11/2008 03:57 PM

Final Approval Date: 06/13/2008

DATE: June 11, 2008
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing-U.S. Department of
ACCOUNT NUMBER: 8-1228-421-00-280-006-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordar
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	
8-1228-421-00-280-006-0-748	OTHER EQUIPMENT	
8-1228-352-30-280-000-0-000	COURT ORDERED CONFISCATIONS	

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received on a seizure award. (Rec. No. 119911)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

f Treasury

nce with Local Government

AMOUNT
1,054.32
1,054.32

$	1,054.32

ATTEST COUNTY CLERK

AI-9749 **12.B.**

Sheriff's Federal Sharing - U.S. Department of Justice
CC REGULAR

Date: 06/17/2008
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Approval to appropriate monies received on a seizure award in the Sheriff's Federal Sharing - U.S. Department of Justice Fund 1229.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1229-352-30-280-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

$24,455.70 available as of 06/13/08.

Attachments

Link: appropriation-sheriffs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/11/2008 05:12 PM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 08:44 AM	APRV
3	Rey Salazar	Rey Salazar	06/13/2008 10:34 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:37 PM	APRV
5	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Rosie Hinojosa Started On: 06/11/2008 04:09 PM

Final Approval Date: 06/13/2008

DATE: June 11, 2008
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Departmen
ACCOUNT NUMBER: 8-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord 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
8-1229-421-00-280-007-0-748	Other Equipment
8-1229-352-30-280-000-0-000	COURT ORDERED CONFISCATIONS

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received on four (3) seizure award. (Rec. No. 11997

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ıt of Justice

lance with Local Government

-

AMOUNT
24,455.70
24,455.70

$ 24,455.70

'4, 119975, 120129)

ATTEST COUNTY CLERK

AI-9682 **12.C.**

Mebrship Dues-Rio Grande Valley Law Enforcement Chief's Association CC REGULAR

Date: 06/17/2008
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting approval for the 2008 membership dues of Sheriff Guadalupe Trevino to the Rio Grande Valley Law Enforcement Chief's Association in the amount of $ 25.00

BACKGROUND

The Rio Grande Valley Law Enforcement Chief's Association is an organization that gathers local law enforcement officials to exchange gathered information, expertise and training among each other.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$4,641.00 available balance as of 06/13/08.

Attachments

Link: RGV Law Enforcement Chief's Association

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/11/2008 05:12 PM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 07:55 AM	APRV
3	Rey Salazar	Rey Salazar	06/13/2008 08:52 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 11:55 AM	APRV
5	Purchasing Department	Marty Salazar	06/13/2008 12:15 PM	APRV
6	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Monica Hinojosa Started On: 06/06/2008 12:07 PM

Final Approval Date: 06/13/2008

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Guadalupe "Lupe" Treviño do hereby state that my membership in the Rio Grande Valley Law Enforcement Chief's Assoc. 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 to the best of my knowledge and belief the following:

1. My participation in the association or organizations 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 bending before the legislature;

4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not attempt to influence the legislation; and

5. 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: _____ DATE: 6-9-08
TITLE: Sheriff of Hidalgo County

Before me Monica J. Hinojosa, a Notary Public, appeared Guadalupe "Lupe" Treviño, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MONICA JUDITH HINOJOSA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-14-2009

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064 (b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

****

RIO GRANDE VALLEY LAW ENFORCEMENT CHIEF'S ASSOCIATION

Application/Invoice

Department or Agency Name HIDALGO COUNTY SHERIFF'S OFFICE

Mailing address P.O. BOX 1228, EDINBURG, TEXAS 78541

Phone (956) 383-8114 Fax (956) 393-6179 e-mail sherifftrevino@hidalgoso.org

Name & Title of Representative Guadalupe "Lupe" Trevino, Sheriff

Type of Membership: Active or Associate - (circle one)

2008 **Association Dues** **$25.00**

Mail check to: Chief J. R. Villarreal, U. S. Border Patrol,
623 International Blvd., Weslaco, TX 78596

All Chiefs of Police, Sheriffs, Constables, Agency Heads and Command Level Personnel are eligible for active membership. Associate Memberships (non-voting), are available for Retired Peace Officers, Law Enforcement Personnel and current Public Officials. All dues are $25.00.

AI-9773 **12.D.**

Requesting Approval for Application of FY 2008 Commercial Equipment Direct Assistance Program Grant

CC REGULAR

Date: 06/17/2008
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting approval for application of FY2008 Commercial Equipment Direct Assistance Program (CEDAP) Grant.

BACKGROUND

The CEDAP will provide an integral component to the Hidalgo County Sheriff's Office Criminal Intelligence Unit that will allow the Sheriff's Office the capability to enhance surveillance and security video. Currently the Hidalgo County Sheriff's Office does not have this technology available which effects our ability to identify elements in videos that are collected as evidence. The grant will provide a video forensics system called Detective by Ocean Systems. There is no matching for this grant as it is a direct assistance program and the grant is providing equipment only. The sustainability for the equipment is approximately $1300.00 after the first year for the recurring maintenance agreement. These funds are already allocated in our budget.

Fiscal Impact

Attachments

Link: Fact Sheet

Link: Grant Application Draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/12/2008 03:23 PM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 03:50 PM	APRV
3	Rey Salazar	Rey Salazar	06/13/2008 10:54 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:38 PM	APRV
5	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Monica Hinojosa — Started On: 06/12/2008 10:19 AM

Final Approval Date: 06/13/2008

FY 2008 Commercial Equipment Direct Assistance Program (CEDAP)

Overview

The Department of Homeland Security's (DHS) Commercial Equipment Direct Assistance Program (CEDAP) is an important component of the Administration's larger, coordinated effort to strengthen the Nation's overall level of preparedness. CEDAP transfers specialized commercial equipment, equipment training, and equipment technical assistance directly to smaller jurisdictions and eligible metropolitan areas.

*In FY 2008, the Commercial Equipment Direct Assistance Program will provide approximately **$16 million in equipment and training** to strengthen the Nation's ability to prevent, protect against, respond to, and recover from incidents of terrorism and other catastrophic events.*

Purpose

The FY 2008 CEDAP complements the Department's other major grant programs to enhance regional response capabilities and mutual aid by providing technology and equipment, together with training and technical assistance required to operate that equipment, to law enforcement, emergency responder and public safety agencies in smaller jurisdictions and certain metropolitan areas.

Funding

The FY 2008 CEDAP will provide equipment, equipment training, and equipment technical assistance valued at approximately $16 million to law enforcement and first responder organizations across the Nation.

Eligibility

Eligible applicants include law enforcement agencies, fire, and other emergency responders who demonstrate that the equipment will be used to improve their ability and capacity to respond to a major critical incident or work with other first responders. Awardees must not have received technology funding under the Urban Areas Security Initiative, or the Assistance to Firefighters Grants program since October 1, 2006. Organizations must submit applications through the Responder Knowledge Base (RKB) website at www.rkb.us.

Agencies and departments are permitted to submit only one application per year under CEDAP. Receipt of multiple applications from different divisions or units of the same agency or department will automatically disqualify the applicant from consideration for all CEDAP applications submitted. Applicants should select items from the CEDAP Equipment Catalog that they have been unable to acquire through other DHS programs.

How to Apply

Beginning May 30, 2008, prospective applicants may review the program solicitation through the Responder Knowledge Base (RKB) at www.rkb.us . The application submission period will open on May 30, 2008. Completed applications must be submitted to DHS via the RKB at www.rkb.us no later than 5 PM EST, June 30, 2008. It is highly recommended that applicants begin the registration process as early as possible.

Program Highlights

CEDAP offers equipment in the following categories: extrication devices, thermal imaging, night vision, and video surveillance tools; chemical, biological and radiological detection tools; information technology and risk management tools; and covert vehicle tracking tools.

State Administrative Agencies (SAA) play a vital role during the application process by helping to ensure requested equipment is consistent with the state's Homeland Security Strategy. Training and technical assistance are provided at the time technologies are delivered and transferred under the program. The training is a prerequisite to receipt of equipment and helps ensure that the systems and devices awarded will be utilized fully and correctly.

CEDAP Application Support

Prospective applicants should direct any questions regarding CEDAP, the application process, or the awards process to the Centralized Scheduling and Information Desk (CSID) at 1-800-368-6498 or via e-mail at *askcsid@dhs.gov*. If the CSID representative cannot answer your question, your call may be routed to a NPD technical agent for CEDAP located at Ft. Huachuca, Arizona at 1-866-659-9170.

Commercial Equipment Direct Assistance Program

Application Number: CEDAP-50089
Status: Draft (NOT eligible until endorsed by a Head of Agency)
As of: 11 Jun 2008 5:25 PM

1. Has your agency or department received, either directly or indirectly, any funding/equipment via the Urban Areas Security Initiative (UASI) or the Assistance to Firefighters Grants (AFG) for which the Award Date was October 1, 2006 or later? Note that this restriction is based upon the official date of award, not the date on which equipment was actually received. If you are not sure, please contact your State Administrative Agency (SAA) for help. Click here to view the SAA for your state. You can also click here for a PDF document that describes the UASI areas.: *No*

2. It is a DHS requirement that States, Territories, Tribes, and local governments must meet the National Incident Management System (NIMS) Implementation requirements in order to receive assistance. Click here to find out more about NIMS. If you are not sure about the requirements as they apply to your organization, please contact your State Administrative Agency. To qualify for CEDAP you MUST be able to make the following declaration: *The agency/organization submitting this application is now NIMS compliant or is making a good faith effort to become NIMS compliant.*

3. Name of Agency: *Hidalgo County Sheriff's Office*

4. Mailing Address of Agency:
Street 1: *711 El Cibolo Road*
City: *Edinburg*
County/Parish: *Hidalgo*
State: *TX*
9-Digit Zip Code: *78541-7771*

5. Address for receipt of equipment (NO POST OFFICE BOXES, PLEASE):
Street 1: *711 El Cibolo Road*
City: *Edinburg*
County/Parish: *Hidalgo*
State: *TX*
9-Digit Zip Code: *78541-7771*

6. Head of Agency or department *(Police Chief, Sheriff, Fire Chief, Commissioner, Director, Commander, etc.)*:
Title: *Sheriff*
First Name: *Guadalupe*
Last Name: *Trevio*
Phone: *956-393-6002*
Email Address: *sherifftrevino@hidalgoso.org*

7. Agency or department type (pick the best description of your agency or department - if your agency or department does not fit one of the categories below, **stop here,** you are not eligible for CEDAP funding): *Law Enforcement*

8. Please choose one of the descriptions below: *The agency/organization originating this CEDAP application is not a corporation, and is chartered and empowered as a public entity under law or ordinance as a department of a state, city, county, parish, or local government.*

9. Enter the agency's Employer Identification Number (EIN) : *74-6000717*

10. FOR LAW ENFORCEMENT AGENCIES ONLY. Please enter your Originating Agency Number (NCIC/ORI) *(no dashes; use numbers and letters only)*: *TX1080000*

11. Agency or department size : *700+*

12. Population Served: *250,000+*

13. Has your agency or department previously received any equipment through the CEDAP program?: *No*

14. Amount of funding or value of equipment, in dollars, received by your agency or department from State and/or Federal sources to purchase emergency response equipment from October 1, 2006 to date (not including CEDAP awards): *none*

15. How did you learn about CEDAP? *(This response will not be used to determine eligibility.)*: *Other (please specify below)*
If Other, specify: *JUSTNET.ORG*

16. The list of products available through CEDAP is shown below. Each product choice includes important information about annual operating costs and other notes, including quantities if more than one of the items are included in the award. Select **ONE** product that best meets the needs of your agency or department. You will be asked to justify your choice in the remainder of this application. You will also be asked to certify that you have not received the selected item through any other Federal grant/assistance program since October 1, 2006.: *dTective™ (Ocean Systems)*

17. Required certifications for equipment selection:
Each item contains an estimate of its annual maintenance cost, including items such as subscription fees. In some cases, these costs are substantial. After the first year, your agency/department may be responsible for this cost if you wish to maintain your equipment in working order. Please check below to certify that you acknowledge these potential annual fees: *Yes, I acknowledge that these and any other costs associated with the requested equipment will be paid by my agency/department after the first year.*

Please check below to certify that you have not received the same item of equipment selected above from any other Federal grant/assistance program since October 1, 2006: *Yes, I certify that my agency/department has not received the equipment selected above through any other Federal grant/assistance program from October 1, 2006 to date.*

Please check below to certify that you have a present need for the equipment being requested and that your agency/department will comply with restrictions on resale, exchange, or redistribution of equipment: *Yes, I certify that my agency/department has a present need for the equipment being requested, and that my agency/department will not resell, exchange or redistribute said equipment without prior approval of the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), National Preparedness Directorate.*

18. Does your jurisdiction include any of the following types of critical infrastructure/key assets *(check as many as apply)*?:
power grids,bridges and highways,border crossing or border areas,communications facilities,oil/gas pipelines,dams/reservoirs,financial centers

19. Provide the name(s) AND location(s) of the specific critical infrastructure/key asset(s) selected in the previous question *(if none were selected, leave blank)*:
Power Grids-Duke Energy-Edinburg, Texas Power Grids-Magic Valley Cooperative Energy-Edinburg, Texas Power Grids-Bates Energy Plant, Abraham Power Grids-Calpine Energy Plant, Abraham Bridges and Highways-U.S 281 and Expressway 83 Interchange. Bridges and Highways-Military Highway,Mcallen,Texas Bridges and Highways-FM 186, borders on Willacy, Hidalgo,and Starr County. Bridges and Highways-FM1425, FM1015,FM88,FM493,FM907,FM1423,FM494,FM1017,FM492,SH107,US83,US281,FM491,FM1925 ,FM490,FM681 Border crossings and border areas-Los Ebanos Ferry Border crossings and border areas-Hidalgo International Bridge Border crossings and border areas-Pharr International Bridge Border crossings and border areas-Donna International Bridge (Currently under construction) Border crossings and border areas-Progresso International Bridge Border crossings and border areas-Anzalduas/Granjeno International Bridge(Currently under construction) Communications Facilities-COG-PSAPS across Hidalgo County is made up of approximately 18 municipalities Communications Facilities-Major Cellular Providers to include Sprint, T-Mobile, Verizon, Cingular, RioPlex Wireless, VTCI,AT&T,SmartCom,Time Warner-Tower locations County-wide. oil/gas pipelines-Smith Production Incorprated-Mission, Texas oil/gas pipelines-Pogo Producing Company, ooil/gas pipelines-Smith Production Incorprated-Mission Area

20. Please indicate below whether your agency or department has participated in a structured risk assessment **at any time since September 2001**: *No assessment has been completed or initiated.* (Please proceed to Question 21.)

21. Please describe how the selected CEDAP equipment will be used in a terrorism-related critical incident management mission. The response should address relevant Homeland Security National Priorities and Target Capabilities . Note: The 37 Target Capabilities are available for review on this site. Click here to view the index to the Target Capabilities.:

*The CEDAP equipment will be utilized to address the following Homeland Security National Priorities : * Expanded Regional Collaboration * Strengthen Information Sharing and Collaboration Capabilities The CEDAP equipment will also address the following Target Capabilites: *Common-->Intelligence & Information Sharing & Dissemenation *Prevent-->Information Gathering & Recognition of Indicators & Warnings *Prevent-->Intelligence Analysis & Production The CEDAP equipment will allow the Hidalgo County Sheriff's Office to analyze, enhance, and identify vulnerabilities, individuals, and patterns that will benefit the law enforcement community that is served by the Hidalgo County Sheriff's Office. The Hidalgo County Sheriff's Office currently serves as the hub for approximately seventeen municipalities offering assistance with different levels of local, state, and federal agencies by providing information sharing and intelligence gathering efforts. The requested CEDAP equipment would assist the Hidalgo County Sheriff's Office along with the municipalities it serves to develop a capability that is currently non-existent, which is to analyze, enhance, and identify criminal subjects from suveillance videos. Our close proximity to the Texas/Mexico border places Hidalgo County at higher risks for terrorist and criminal activity. The overflow of border violence is also increasing as the Mexican government attempts to deter and dismantle the drug cartels that are operating along the Texas/Mexico border. The CEDAP equipment will allow us to identify subjects and vehicles by enhancing poor quality video surveillance so that arrests and/or apprehensions may be made which will result in a more secure border and allow us to protect our communities for the municipalities that we serve in Hidalgo County.*

22. Please describe how the selected CEDAP equipment will be used in your agency or department during routine daily or all-hazards operations to maintain proficiency for a counter-terrorism mission, and how the equipment is unique to the needs of your agency or department:
The selected CEDAP equipment, Dtective, will allow us to analyze, enhance, and identify potential risks and/or subjects wanted or involved in criminal and terrorist activities. The department's goal for the equipment is to assist the local municipalities along with other agencies both state and federal in developing a capability that we currently do not have and cannot offer to our local municipalities. This deficiency places our communities and border at risk for terrorist and criminal activity. The Dtective system will eliminate this deficiency by providing a much needed capability which is a resource that allows the law enforcement community to analyze, enhance, and identify terrorist/criminal subjects, vehicles, and suspicious activites that are currently recorded on surveillance/security videos that are acquired from cooperating businesses, community, and other law enforcement agencies. Our close proximity to the Texas/Mexico border has an impact on crimes in the area of aggravated robberies, aggravated assaults, and home invasions. The videos that we recover from suveillance and security cameras often is of less than desireable quality. This poor quality of video effects our ability to identify subjects and vehicles involved in terrorist/criminal activities. The Dtective system will assist our agency along with the other law enforcement agencies that we serve by allowing us the capability to enhance video that is collected at crime scenes and to assist in identifying subjects and license plates due to the technology utilized by the Dtective system for video enhancement.

23. Are there any equipment items or categories of equipment not included in CEDAP 2008 that you feel should be included in next year's CEDAP application? If so, please describe below (be as specific as possible regarding the equipment or capabilities you would like to see included):
There is a strong need to develop a regional data sharing infrastructure that would allow all law

enforcement agencies, federal, state, local to communicate and share resources, intelligence, and information. Due to our close proximity to the Texas/Mexico border, the proposed system would allow a complete collaboration system between the various law enforcement agencies which would provided voice, data, radio and video over a law enforcement IP network that would serve the border counties located along the South Texas/Mexico border from Laredo to Brownsville. This infrastructure would facilitate, enhance, and promote a timely response to any catastrophic events that may occur in this sensitive border region. The network would consist of wireless and land line technologies mounted on municipal water towers that are strategically located within the operating parameters and distance limitations of the current technologies. The broadband network would allow all law enforcement to communicate over a secure network and radio traffic would be unable to be detected by current technologies used to track law enforcment radio traffic thereby allowing operations to succeed where otherwise standard radio communications are scannable by would be terrorist and or criminal element. This system would allow for instant video feedback and real-time data sharing and collaboration by all stakeholders.

S-1. Please identify the Technical Point of Contact in your organization that will be responsible for the system (this person may be the system administrator, the principal user, or both):

Title: *IT Manager*
First Name: *Javier*
Last Name: *Chapa*
Street 1: *711 El Cibolo Road*
City: *Edinburg*
State: *TX*
9-Digit Zip Code: *78541-7771*
Phone: *956-393-6031*
Email: *javier.chapa@hidalgoso.org*

S-2. Please describe skills and experience of the individual named in Question S-1, with emphasis on experience (either as administrator or user) with the specific hardware, operating system, and application(s) used in the requested system. If there are additional personnel with relevant experience, please summarize that experience as well:
Javier Chapa has over nineteen years of applied and studied experience in the information technology field. Below is a summary of skills : Skill Set: Hardware Repair Skills----Expert--Over 10 years Networking Skills----------Expert--Over 10 years Operating Systems---------Expert--Over 10 years Software Support----------Expert--Over 10 years Programming----------Intermediate-7 years (C++,VisualBasic,Web) Skills: Hardware Computers: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Apple/Macintosh ÃƒÂ¢Ã‚Â€Ã‚Â¢ Compaq ÃƒÂ¢Ã‚Â€Ã‚Â¢ Dell ÃƒÂ¢Ã‚Â€Ã‚Â¢ Gateway ÃƒÂ¢Ã‚Â€Ã‚Â¢ Hewlett Packard ÃƒÂ¢Ã‚Â€Ã‚Â¢ IBM ÃƒÂ¢Ã‚Â€Ã‚Â¢ Clones/Compatibles Laptops / Notebooks: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Apple/Macintosh ÃƒÂ¢Ã‚Â€Ã‚Â¢ Compaq ÃƒÂ¢Ã‚Â€Ã‚Â¢ Dell ÃƒÂ¢Ã‚Â€Ã‚Â¢ Gateway ÃƒÂ¢Ã‚Â€Ã‚Â¢ Hewlett Packard ÃƒÂ¢Ã‚Â€Ã‚Â¢ IBM ÃƒÂ¢Ã‚Â€Ã‚Â¢ Panasonic ÃƒÂ¢Ã‚Â€Ã‚Â¢ Clones/Compatibles Printers: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Apple/Macintosh ÃƒÂ¢Ã‚Â€Ã‚Â¢ Brother ÃƒÂ¢Ã‚Â€Ã‚Â¢ Cannon ÃƒÂ¢Ã‚Â€Ã‚Â¢ Compaq ÃƒÂ¢Ã‚Â€Ã‚Â¢ Epson ÃƒÂ¢Ã‚Â€Ã‚Â¢ Hewlett Packard ÃƒÂ¢Ã‚Â€Ã‚Â¢ LexMark ÃƒÂ¢Ã‚Â€Ã‚Â¢ Okidata Hard Disks: ÃƒÂ¢Ã‚Â€Ã‚Â¢

Western Digital ÃƒÂ¢Ã‚Â€Ã‚Â¢ Segate ÃƒÂ¢Ã‚Â€Ã‚Â¢ Maxtor ÃƒÂ¢Ã‚Â€Ã‚Â¢ Quantum ÃƒÂ¢Ã‚Â€Ã‚Â¢ Samsung Floppy Drives: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Mitsumi ÃƒÂ¢Ã‚Â€Ã‚Â¢ Teac Other: ÃƒÂ¢Ã‚Â€Ã‚Â¢ CD/RW, DVDÃƒÂ‚Ã‚Â±RW ÃƒÂ¢Ã‚Â€Ã‚Â¢ Scanners,Digital Cameras Network / Telcom: Topologies: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Linear Bus ÃƒÂ¢Ã‚Â€Ã‚Â¢ Star Wired Hub-Ethernet ÃƒÂ¢Ã‚Â€Ã‚Â¢ Star Wired-Token Ring Cabling: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Coaxial ÃƒÂ¢Ã‚Â€Ã‚Â¢ UTP ÃƒÂ¢Ã‚Â€Ã‚Â¢ Fiber ÃƒÂ¢Ã‚Â€Ã‚Â¢ Wireless Telcom: ÃƒÂ¢Ã‚Â€Ã‚Â¢ T1 Circuits ÃƒÂ¢Ã‚Â€Ã‚Â¢ DSL Circuits ÃƒÂ¢Ã‚Â€Ã‚Â¢ Leased Lines ÃƒÂ¢Ã‚Â€Ã‚Â¢ Dial-Up and Null Modem Network Hardware: ÃƒÂ¢Ã‚Â€Ã‚Â¢ NICS/Hubs (All) ÃƒÂ¢Ã‚Â€Ã‚Â¢ Switches(Cisco,NetGear,3Com,HP) ÃƒÂ¢Ã‚Â€Ã‚Â¢ Routers(Cisco) ÃƒÂ¢Ã‚Â€Ã‚Â¢ DigiPort Servers Video Conferencing: ÃƒÂ¢Ã‚Â€Ã‚Â¢ PolyCom Network Software/ Addressing: ÃƒÂ¢Ã‚Â€Ã‚Â¢ DHCP ÃƒÂ¢Ã‚Â€Ã‚Â¢ DNS ÃƒÂ¢Ã‚Â€Ã‚Â¢ TELNET ÃƒÂ¢Ã‚Â€Ã‚Â¢ PING ÃƒÂ¢Ã‚Â€Ã‚Â¢ IP Addressing (Dynamic and Static) ÃƒÂ¢Ã‚Â€Ã‚Â¢ Ethereal ÃƒÂ¢Ã‚Â€Ã‚Â¢ Superscan ÃƒÂ¢Ã‚Â€Ã‚Â¢ Look@Lan Print Servers: ÃƒÂ¢Ã‚Â€Ã‚Â¢ HP JetDirect 170 Operating Systems: ÃƒÂ¢Ã‚Â€Ã‚Â¢ MS-DOS 2.X-6.X ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows 3.X ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows 9.X ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows 2K STD ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows 2K PRO ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows XP Home ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows XP PRO ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows Vista Business Network Operating Systems: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows NT ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows 2000 Advanced Server ÃƒÂ¢Ã‚Â€Ã‚Â¢ Windows 2003 Advanced Server ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Host Integration Server ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft SNA ÃƒÂ¢Ã‚Â€Ã‚Â¢ IBM AIX 4.3 Unix ÃƒÂ¢Ã‚Â€Ã‚Â¢ LINUX 5.0 ÃƒÂ¢Ã‚Â€Ã‚Â¢ SCO Xenix ÃƒÂ¢Ã‚Â€Ã‚Â¢ FreeBSD 5.X Integrated Learning Systems: ÃƒÂ¢Ã‚Â€Ã‚Â¢ CCC ÃƒÂ¢Ã‚Â€Ã‚Â¢ CEI for special needs. ÃƒÂ¢Ã‚Â€Ã‚Â¢ Jostens Learning ÃƒÂ¢Ã‚Â€Ã‚Â¢ New Century ÃƒÂ¢Ã‚Â€Ã‚Â¢ ClassWorks Web Development: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Apache 1.3.X ÃƒÂ¢Ã‚Â€Ã‚Â¢ PHP4.X & 5.0 ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft FrontPage ÃƒÂ¢Ã‚Â€Ã‚Â¢ Macromedia MX Studio ÃƒÂ¢Ã‚Â€Ã‚Â¢ Web Weaver ÃƒÂ¢Ã‚Â€Ã‚Â¢ Adobe Go-Live ÃƒÂ¢Ã‚Â€Ã‚Â¢ Adobe Creative Suite 3-Master Collection &Web Remote Access: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Remote Desktop ÃƒÂ¢Ã‚Â€Ã‚Â¢ PC Anywhere ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft VPN ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft NetMeeting Software: Microsoft Office: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Access ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft InfoPath ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Excel ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Outlook ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft PowerPoint ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Publisher ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Visio ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Word Email Servers: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Lotus Domino ÃƒÂ¢Ã‚Â€Ã‚Â¢ Lotus Notes ÃƒÂ¢Ã‚Â€Ã‚Â¢ I mail ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Exchange Word Processors: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Word ÃƒÂ¢Ã‚Â€Ã‚Â¢ WordPerfect ÃƒÂ¢Ã‚Â€Ã‚Â¢ Lotus SmartSuite Graphics ÃƒÂ¢Ã‚Â€Ã‚Â¢ Harvard Graphics ÃƒÂ¢Ã‚Â€Ã‚Â¢ ArcSoft Photo Impression ÃƒÂ¢Ã‚Â€Ã‚Â¢ MGI Photo Suite ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Photo Editor ÃƒÂ¢Ã‚Â€Ã‚Â¢ Adobe PhotoShop ÃƒÂ¢Ã‚Â€Ã‚Â¢ Quark Express ÃƒÂ¢Ã‚Â€Ã‚Â¢ The GIMP-Adobe Photoshop compatible software ÃƒÂ¢Ã‚Â€Ã‚Â¢ OpenOffice Utilities: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Norton SystemWorks ÃƒÂ¢Ã‚Â€Ã‚Â¢ McAfee Anti-Virus ÃƒÂ¢Ã‚Â€Ã‚Â¢ ERD Commander ÃƒÂ¢Ã‚Â€Ã‚Â¢ Microsoft Windows Defender Specialized Applications: ÃƒÂ¢Ã‚Â€Ã‚Â¢ Gasboy ÃƒÂ¢Ã‚Â€Ã‚Â“ IC 1000 ÃƒÂ¢Ã‚Â€Ã‚Â¢ Identix Livescan AFIS System ÃƒÂ¢Ã‚Â€Ã‚Â¢ MoblieVision/Safety Vision ÃƒÂ¢Ã‚Â€Ã‚Â¢ Metropolis-OfficeWatch ÃƒÂ¢Ã‚Â€Ã‚Â¢ VoicePrint ÃƒÂ¢Ã‚Â€Ã‚Â¢ Motorola Premier MDC ÃƒÂ¢Ã‚Â€Ã‚Â¢ DSX Access Control ÃƒÂ¢Ã‚Â€Ã‚Â¢ Kaltel Camera System- Security ÃƒÂ¢Ã‚Â€Ã‚Â¢ Kodicom Camera System-Security

S-3. Please describe your existing information technology environment (address each of the following

items in the text of your response):

Total number of computers (including desktops, notebooks, and handhelds): *Approximately 400*

Operating system(s) used: *Windows 2K, Windows XP, Windows Vista,Windows 2K Server, Windows 2003 Server,Linux5.0*

Describe Internet connection(s) if any:

T1 Connection for four facilities

If a network exists, describe type of network, layout (including wireless access points) and number of users:

Approximately 300 users at any one time. Structured cat-5 ethernet layout with fiber runs from MDF to approximately twelve IDFs. Port density of over 800 active ports to four facilities within our compound. VHF Mobile Fleet Network-Utilizes VHF frequency to communicate with the fleet data mobile solution for approximately 100 deployed laptops. Utilizing dataradios and Motorola Premier MDC solution.

Provide any additional details that would assist in determining suitability for implementing system requested in Question 16:

The Hidalgo County Sheriff's Office currently provides service to over seventeen municipalities. Our mobile network covers over 1,500 square miles and we serve a community population of approximately 600,000 citizens. In order to serve and protect a community of this size the Sheriff's Office requires emerging technologies to be able to meet the expected level of security required by our community. The Dtective System would enhance our operation and capability by allowing us to increase our ability to solve crimes and prevent future crimes by demonstrating to the citizens and criminal element that we have the technology to identify and bring to justice those individuals who commit crimes in Hidalgo County. The system would assist in attaining the overall objective to serve and protect the citizens of Hidalgo County and to enhance our ability to identify, respond, disrupt, and dismantle any threats as they occur.

S-4. Please describe how your agency intends to implement the requested system, including how the requested system will integrate with your existing information technology environment. The answer to this question should provide technical details over and above the answers provided in your answers to the basic application questions:

The Dtective system will provide a missing component to our Criminal Intelligence Program. Our current information technology that we utilize does not include the ability to enhance video and as a result individuals may never be brought to justice because of the lack of the technology to be able to enhance video to eliminate the possibility of a shadow of a doubt due to unidentifiable video images and/or recordings. The Dtective system will be attached to our network to allow for scheduled software updates to be downloaded to the system. Surveillance videos and security videos will be processed as they are received from the criminial investigations division and/or any other law enforcement agency requiring the capability that the Dtective system has to enhance suveillance and security videos. The primary user will be our Senior Crime Analyst who currently handles the bulk of the support for intelligence gathering and sharing with the local, state, and federal agencies. The Dtective System will reside in the Criminal Intelligence Unit Office to expand the capabilities to serve the Sheriff's Office and local,state,and federal law enforcement agencies.

S-5. If any user-supplied hardware/software is required to implement the system requested in Question 16 (e.g., the required Windows PC for the CounterMeasures™ Risk Analysis System), please describe in detail the equipment you will provide (brand name, model, processor speed, operating system, etc.):
The Dtective System that is being requested does require sustainability for the maintenance contract after the initial one year that is included with the delivery of the system. Our current budget includes sufficient funds to cover the on-going recurring cost to maintain the Dtective System and will be allocated annually to support the Dtective System.

S-6. Please discuss any planned coordination with other agencies that will jointly share in the use of the system, data, or databases. Include the names of the agencies, the data or databases that will be shared, any Standard Operating Procedures (SOPs) or Memoranda of Understanding (MOUs) you have established or are in the process of establishing to share information:
The Hidalgo County Sheriff's Office currently has investigators assigned to all branches of the federal government to include, DEA, FBI, U.S. Marshals, and ICE. Our investigators are stationed at these federal agencies. Sharing of intelligence and information as well as resources is an integral part of this initiative and all intelligence and information as well as resources are currently shared through a collaborative effort with all law enforcement agenices including local, state. and federal. MOU's are in place for local,state, and federal.

AI-9775 **13.A.**

Seminar Attendance
CC REGULAR

Date: 06/17/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Approval to substitute the attendance of Mr. Jose N. Pena with J. Benito Rodriguez. Employee will be attending the International Right of Way Association 54th Annual Conference and Real Estate-Negotiations Course being held in Austin, Texas.

BACKGROUND

Copies of travel documentation and the check# 331000 attached.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1200-431-00-260-001-0-583
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Change of personnel attending seminar with no additional funding required.

Attachments

Link: Travel Documentation and copy of Check #331000

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 01:24 PM	APRV
2	Dale Kennan	Dale Kennan	06/12/2008 03:19 PM	APRV
3	Auditor's Office	Arcilia Duran	06/12/2008 03:43 PM	APRV
4	Purchasing Department	Marty Salazar	06/12/2008 06:19 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 07:48 AM	APRV

Form Started By: Sandra Garcia Started On: 06/12/2008 11:41 AM

Final Approval Date: 06/13/2008

BUDGET OFFICE FORM T-1

HIDALGO COUNTY, TEXAS

APPLICATION FOR OFFICIAL TRAVEL

DATE OF SUBMISSION OF TRAVEL REQUEST: 4/17/2008

DATE OF DEPARTURE: 6/19/2008 DATE OF RETURN: 6/26/2008

DESTINATION OF TRIP: City: Austin State: Texas

PURPOSE OF TRIP: To attend a week long of educational sessions offered by IRWA for recertification, to take and to be abreast of the exclusive networking opportunities while learning about the most effective practices. The study and review session will help prepare for the SR/WA comprehensive exam by reviewing the seven core disciplines in the right of way profession.

(PLEASE ATTACH ALL SUPPORTING DOCUMENTATION REGARDING THE TRIP.)

NAME OF EMPLOYEE THAT WILL ATTEND THE ABOVE TRIP: Jose N. Pena

NUMBER OF EMPLOYEES IN YOUR DEPARTMENT THAT WILL BE ATTENDING: 1

REASON FOR THE NECESSITY FOR THE ABOVE NUMBER OF EMPLOYEES TO ATTEND:
Mr Pena needs to get recertified thru IRWA for 2008.

ARE FUNDS AVAILABLE TO PAY FOR THE TOTAL COST OF THE TRAVEL REQUEST? Yes

WHAT IS THE ACCOUNT NUMBER WHICH YOU WILL BE PAYING FOR THE TRIP?	FUNDS AVAILABLE
8-1200-431-00-260-001-0 - 583 (OUT OF COUNTY TRAVEL EMPLOYEES)	$
8-1200-431-00-260-001-0 - 584 (REGISTRATION FEES)	$ -

AUTHORIZE AND ATTEST THAT THE TRAVEL REQUESTED IS NEEDED FOR THE FOLLOWING REASONS:

- X MANDATORY CONTINUING EDUCATION.
- X INCREASE KNOWLEDGE IN CURRENT JOB.
- X STIMULATE PROFESSIONAL INTEREST AND PROVIDE NEW INFORMATION AND IDEAS.
- ____ OTHER (EXPLAIN): ____

SIGNATURE: ELECTED OFFICIAL / DEPT. HEAD — DATE: 4/17/8

APPROVAL: BUDGET OFFICE — DATE

BUDGET OFFICE FORM T-2

HIDALGO COUNTY, TEXAS

APPLICATION FOR BUDGETARY APPROVAL OF TRAVEL

NAME OF EMPLOYEE ATTENDING TRIP: JOSE N. PENA

DEPARTMENT: Right of Way ACCOUNT # 8-1200-431-00-260-001-0-583

IS THIS TRIP BUDGETED FOR? yes

WAS BUDGET PREPARED AND APPROVED? yes

SUMMARY TRAVEL EXPENSES (ESTIMATED):

ESTIMATED COST FOR OUT OF COUNTY TRAVEL (FARES FOR RIDING PUBLIC CONVEYANCES, PRIVATE CAR MILEAGE, EXPENSES OF OPERATING COUNTY OWNED VEHICLES, MEALS AND LODGING, BUSINESS RELATED, TELEPHONE CALLS) OBJECT 583: $ 1,759.34

ESTIMATED COST FOR REGISTRATION FEES AND MATERIALS TO ATTEND CONFERENCES, SEMINARS OR OTHER EMPLOYEE TRAINING RELATED COURSES, OBJECT 584: $ 825.00

DETAIL TRAVEL EXPENSES (ESTIMATED):

AIRFARE	$	-
BUS FARE	$	-
GASOLINE / DIESEL FUEL	$	
LODGING	$	1,247.75
MEALS	$	210.00
MILEAGE REIMBURSEMENT	$	301.59
OTHER	$	-
TAXI / CAB FARE	$	-
TELEPHONE CALLS	$	-
REGISTRATION FEE	$	825.00
TOTAL TRAVEL EXPENSE:	$	2,584.34

I ATTEST THAT THE TRAVEL REQUESTED IS NEEDED AND THAT IT IS WITHIN OUR BUDGETARY MEANS AND THAT A BUDGET AMENDMENT OR LINE-ITEM TRANSFER WILL NOT BE NEEDED.

SIGNATURE: ELECTED OFFICIAL / DEPT. HEAD — DATE: 4/17/18

APPROVAL: BUDGET OFFICE — DATE

HIDALGO COUNTY, TEXAS
HOTEL, CAR RENTAL, AND SEMINAR REGISTRATION CHECK REQUEST FORM

DEPARTMENT: RIGHT OF WAY

DEPARTURE DATE: 6/19/2008 RETURN DATE: 6/26/2008

TO CITY: AUSTIN STATE: TEXAS

NAME OF EMPLOYEES ATTENDING SEMINAR: JOSE N. PENA

IRWA EDUCATION JAM SESSION

SEMINAR REGISTRATION

TITLE OF WORKSHOP/CONFERENCE: EDUCATION JAM SESSION

SPONSORED BY: IRWA

REGISTRATION CHECK PAYABLE TO: International Right of Way Association

REGISTRATION ADDRESS: 19750 South Vermont Ave. Suite 220
Torrance, CA 90502-1144

1. REGISTRATION COST PER EMPLOYEE:	$ 825.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:	$ -	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	0
3. *FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	0
GENERAL LEDGER ACCT NO.: 8-1200-431-260-001-0-583		TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A. $ 825.00

HOTEL

NAME OF HOTEL: Hilton Austin HOTEL PHONE NUMBER: 512-482-8000

ADDRESS OF HOTEL: 500 East 4th Street
Austin, TX
78701

GENERAL LEDGER ACCT NO.: 8-1200-431-00-260-001-0-583

1. DAILY ROOM RATE:	$ 155.00	CONFIRMATION NUMER(S):	3314115208
TAX RATE:	15.00%		
NUMBER OF NIGHTS:	7		
TOTAL AT THIS RATE:	$ 1,247.75		
2. DAILY ROOM RATE:		CONFIRMATION NUMER(S):	
TAX RATE:			
NUMBER OF NIGHTS:			
TOTAL AT THIS RATE:	$ -	TOTAL # OF ROOMS REQUESTED	1

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate + Tax) x No. of Nights). . . . . B. $ 1,247.75

CAR RENTAL

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

PHONE NUMBER OF CAR RENTAL COMPANY:

1. DAILY CAR RATE:	$ -	CONFIRMATION NO.:	
NUMBER OF DAYS:	0		
TOTAL AT THIS RATE:	$ -		
2. DAILY CAR RATE:	$ -	CONFIRMATION NO.:	
NUMBER OF DAYS:	0		
TOTAL AT THIS RATE:	$ -		

GENERAL LEDGER ACCOUNT NUMBER:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days . . . . . C. $ -

Please indicate below how Hidalgo County will benefit from this trip: TOTAL (A+B+C) $ 2,072.75

Those sessions are to get recertified for the year as well as to become abreast of the exclusive networking opportunities while learning about the most effective practices. The study and review session will help prepare for the SR/WA exam by reviewing the seven core disciplines in the right of way profession.

I hereby certify that information and estimates provided on this form are true and as accurate as possible. The funds will be used solely for Official County travel.

DEPARTMENT HEAD APPROVAL (Signature)	SANDRA GARCIA DEPARTMENT CONTACT PERSON	956 283 8134 PHONE #

COUNTY AUDITOR'S FORM: RE-CA-073 REVISED 1/07

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

EMPLOYEE NAME: JOSE N. PENA TITLE: DIRECTOR

DEPARTMENT: RIGHT OF WAY

DEPARTURE DATE: 6/19/2008 RETURN DATE: 6/26/2008

TIME OF DEPARTURE: 12PM TIME OF RETURN: 11PM

TO CITY: AUSTIN STATE: TEXAS

TITLE OF WORKSHOP/CONFERENCE: EDUCATION JAM SESSION

PURPOSE /BENEFIT TO HIDALGO COUNTY:
For continous education to get recertified thru IRWA for 2008.

ESTIMATED EXPENSES:

(Note: Meals for one-day travel will not be advanced)

Meals 7 days @ $ 30.00 (Advance Rate) . . . . . $ 210.00

TRANSPORTATION COMMON CARRIER

_____ . . . . . $ _____

_____ . . . . . $ _____

_____ . . . . . $ _____

(Note: Only mileage in accordance with Texas Mileage Guide will be advanced) Texas Mileage Guide

PERSONAL CAR MILEAGE 597.2 Miles @ $ 0.505 (Current Rate) $ 301.59

OTHER (Itemize)

_____ . . . . . $ _____

_____ . . . . . $ -

_____ . . . . . $ -

_____ . . . . . $ -

COMMENTS:		
	TOTAL	$ 511.59
	LESS: 20% Standard Deduction	- 102.32
	Net Payment Requested from County	$ 409.27

I hereby certify that information and estimates provided on this form are true and as accurate as possible. The funds will be used solely for Official County travel. I agree to submit a Final Travel Expense Report, accompanied by original supporting documentation no later than 20 days after my seminar/conference/meeting date. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/meeting date.

EMPLOYEE SIGNATURE	DEPARTMENT HEAD APPROVAL (Signature)	8-1200-431-00-260-001-0-583 GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T-5 (1/08)

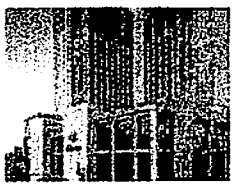
rebecca

From: Hilton Hotels Confirmed [hiltonhotels@res.hilton.com]
Sent: Tuesday, March 18, 2008 3:35 PM
To: rebecca.gomez@co.hidalgo.tx.us
Subject: Hilton Hotels Reservation #3314115208

Hilton

Travel should take you places

Your reservation is confirmed



Hilton Austin

500 East 4th Street
Austin, TX
United States, 78701
Tel: 1-512-482-8000

Directions to Hotel
5-Day Weather Forecast
Local Guide

Make the Most of Your Stays
Join Hilton HHonors® for free and whenever you stay at any Hilton Family hotel worldwide, you'll earn both HHonors points AND airline miles for your stay.

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Book your next stay now

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Reservation Number: 3314115208

> Click here to view or edit your reservation.

Name:	Jose Pena
Arrival Date:	19 Jun 2008
Departure Date:	26 Jun 2008
Check-in Time:	3:00 PM
Check-out Time:	12:00 PM

Rate Information:
Rate Type:
INTL RIGHT OF WAY
Rate per night: 155.00 USD
Total for Stay per Room:

Rate	1,085.00 USD
Taxes	162.75 USD
Total	1,247.75 USD

Total for Stay: 1,247.75 USD
Includes estimated taxes and service charges.

Tax & Service Charges:
- There is a 15.00% Per Room Per Night tax.

Additional Charges:
- Valet parking: 25.00/night Self parking: 15.00/night

Rate Rules and Cancellation Policy:
- Your reservation is guaranteed for late arrival.
- Should you need to cancel please contact us before 11:59 PM on 16 Jun 2008 local property time to avoid cancellation penalties.

Room Information:

Rooms:	1
Clients:	1 Adult
	Non-Smoking Confirmed
Room Type:	1 KING BED

Your room type preferences have been submitted with your reservation, and are subject to hotel availability.

Comments and Requests:
TAX EXEMPT/GST WILL MAIL IN PAYMENT

To Help You Along on Your Journey ...

Our Hotel:
Tour the Hotel
Accommodations

Services and Amenities:
. Hotel Services and Amenities

Dining Options:
. Our Restaurants

Sign up to receive weekly email offers from Hilton.
Plus, visit Hilton.com for great specials, packages and promotions.



If you need to MODIFY or CANCEL your reservation, click here.

Any change to the arrival date, departure date or room type of this reservation is subject to the hotel's availability at the time the change is requested and may result in a possible rate change.

If you have questions regarding your reservation, please contact Hilton Reservations and Customer Care at 1-800-HILTONS (445-8667) . visit us at www.hilton.com, or email us at confirmationhelp@hiltonres.com.

For more information, please click here to see all the rules and restrictions applicable to this reservation.

A listing of all Hilton Reservations and Customer Care phone numbers can be found at:
http://www.hilton.com/en/hi/feedback/hrwlone.jhtml

Thank you for choosing Hilton Hotels. We look forward to having you as our guest.

Notice of Confidentiality: This message and any attachments may contain confidential information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

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Hilton Reservations and Customer Care | 2050 Chennault Drive | Carrollton, Texas 75006, USA



PLEASE PRINT OR TYPE (IMPORTANT: ONE ATTENDEE PER FORM)

2008 CONFERENCE ATTENDEE REGISTRATION FORM

Name: LAST Pena FIRST Jose TITLE # Director

Company/ Affiliation: Hidalgo County Right of Way Nickname for Badge: Joe

Mailing Address: 509 E. Earling Rd.

CITY San Juan STATE/PROVINCE TX ZIP/POSTAL CODE 78589 COUNTRY USA

Contact Information: PHONE (956) 2838134 FAX (956) 283 8402 E-MAIL jose.pena2@co.hidalgo.tx.us

IRWA Member Data

IRWA Member # 7893610 Primary Chapter # 39A

Attendee Data (CHECK ALL BOXES THAT APPLY)

☐ CHECK HERE IF YOU NEED SPECIAL ASSISTANCE
PLEASE SPECIFY _____

☑ CHECK HERE IF THIS IS YOUR FIRST IRWA ANNUAL INTERNATIONAL EDUCATION CONFERENCE

	By February 29,2008	By March 1- May 23	After May 23 & On-site	Total
Member	$425.00	$475.00	$575.00	$ 425.-
Non-member	$525.00	$575.00	$675.00	$
*Daily	$175.00	$200.00	$225.00	$

*Please Indicate Registration Day(s):
☑ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday

Companion Registration

Name LAST / FIRST	By May 23	After May 23 & On-site	
	$225.00	$250.00	$

Youth Registration

Name:	Age:	$40 By May 23	$50 After May 23	$
Name:	Age:			$
Name:	Age:			$
Name:	Age:			$

Activities (Adult supervision provided)	Date/Time	# of Youth	
Party Night at Austin Hilton	Wednesday, June 25 6:00 pm - 10:00 pm		$ Free!

Course Registration

Course Name	Date/Time	Price	Member	Non-member	
SR/WA Study & Review Session	Friday, June 20 Saturday, June 21 8:00 am - 5:00 pm	Advanced	$400 plus $100 Exam Fee	N/A	400.-
		After 5/23			
Course 200: Principles of Real Estate Negotiation	Friday, June 20 Saturday, June 21 8:00 am - 5:00 pm	Advanced	$400	$505	
		After 5/23	$425	$530	
Course 407: Valuation of Contaminated Properties	Thursday, June 26 8:00 am - 5:00 pm	Advanced	$255	$320	
		After 5/23	$280	$345	
Course 604: Environmental Due Diligence and Liability	Thursday, June 26 8:00 am - 5:00 pm	Advanced	$255	$320	
		After 5/23	$280	$345	
Course 215: Right of Way Agent's Development Program	Thursday, June 26 Friday, June 27 8:00 am - 5:00 pm	Advanced	$400	$505	
		After 5/23	$425	$530	
Course 900: Principles of Real Estate Engineering	Thursday, June 26 Friday, June 27 8:00 am - 5:00 pm	Advanced	$400	$505	
		After 5/23	$425	$530	
Course 104: Standards of Practice for the Right of Way Professional	Friday, June 27 8:00 am - 5:00 pm	Advanced	$255	$320	
		After 5/23	$280	$345	
Course 600: Introduction to Environmental Issues	Friday, June 27 8:00 am - 5:00 pm	Advanced	$255	$320	
		After 5/23	$280	$345	

Registration/Payment Options

GRAND TOTAL $ 825

1. Register online at www.irwaonline.org
2. Check/Money Order (US Funds Only - Payable to IRWA)
   Check # _____
3. ☐ Visa ☐ MasterCard ☐ American Express
   Credit Card # _____
   Expiration _____
   Name on Card _____
   Signature _____

Cancellation policy: Cancellations received in writing prior to May 23, 2008, will be refunded minus a $75 (USD) administration fee. No refunds will be issued after this date. Changes/cancellations will NOT be accepted via telephone. Please fax or mail any changes/cancellations to Jade Yoong, Meetings & Events Coordinator

International Right of Way Association
54th International Education Conference

Hilton Austin
500 East 4th Street
Austin, TX 78701
www.austin.hilton.com
1-800-HILTONS

Mail or Fax to:

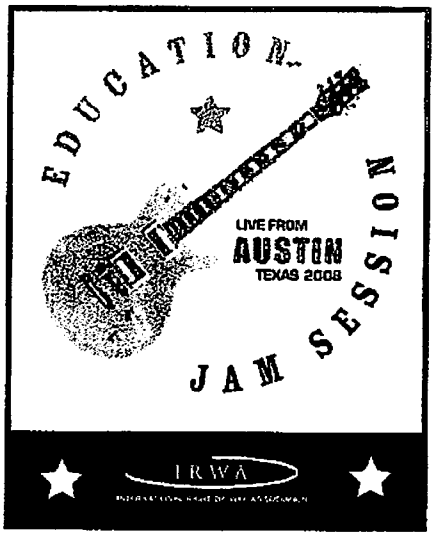
Jade Yoong
Meetings & Events Coordinator
International Right of Way Association
19750 S. Vermont Ave., Suite 220
Torrance, CA 90502-1144
yoong@irwaonline.org

Tel: (310) 538 - 0233, ext. 146
Fax: (310) 538 - 1471

Online registration available at irwaonline.org

IRWA
INTERNATIONAL RIGHT OF WAY ASSOCIATION

Conference



Education Jam Session

June 22 - 25, 2008
Austin, Texas

Over 50 educational breakout sessions covering all right of way disciplines:

- Asset Management
- Environment
- Ethics
- Local Public Agency
- Pipeline
- Relocation
- Surveying
- Transportation
- Utilities
- Valuation

Sunday, June 22

Registration
7:00 am – 6:30 pm

Int'l Committee
Continental Breakfast
7:00 am – 8:00 am

Int'l Committee Meetings
8:00 am – noon

Int'l Affiliates Luncheon
11:30 am – 1:15 pm

Exhibit Hall Open
Noon – 2:00 pm

First Time Attendee Orientation
12:45 pm – 1:45 pm

Opening Ceremony/ Meeting of Members & Keynote Speaker
2:00 pm – 5:00 pm

Exhibit Hall Open
5:00 pm – 7:00 pm

President's Welcome Reception
7:00 pm – 9:30 pm

Monday, June 23

Registration
6:30 am – 5:00 pm

Region Caucuses
7:15 am – 8:15 am

Continental Breakfast
7:00 am – 8:00 am

Exhibit Hall Open
9:30 am – 3:30 pm

Educational Sessions
8:30 am – 11:30 am

Awards Luncheon & Featured Speaker
11:45 am – 1:15 pm

Educational Sessions
1:30 pm – 4:30 pm

Silent & Live Auction
5:30 pm – 10:00 pm

Tuesday, June 24

Registration
7:00 am – 5:00 pm

SR/WA Recognition Breakfast & Featured Speaker
7:00 am – 9:00 am

Educational Sessions
9:15 am – 12:15 pm

Foundations Golf Tournament
Noon – 8:00 pm

Educational Sessions
2:00 pm – 5:00 pm

Chapter Leadership Orientation
3:45 pm – 5:00 pm

Sponsored Receptions
7:00 pm – 9:00 pm

Wednesday, June 25

Registration
7:00 am – 5:00 pm

Continental Breakfast
7:00 am – 8:00 am

Finnegan Fun Run
7:00 am – 9:00 am

Advisory Council Breakfast
7:30 am – 8:30 am

Educational Sessions
8:00 am – 11:30 am

Board of Directors Meeting
1:30 – 4:00 pm

Guest Speaker (for Non IRWA Directors)
1:30 pm – 4:00 pm

Installation Banquet Reception
6:00 pm – 7:00 pm

Installation Banquet and Dance
7:00 pm - Midnight

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

COUNTY OF HIDALGO
EDINBURG, TEXAS

FIRST NATIONAL BANK
MEMBER FDIC
88-2141/1149

SPECIAL REVENUE FUNDS

Check Date	Check No.	Amount
06/10/08	00331000	$1,247.75

VOID AFTER 90 DAYS

was allowed by the Commissioners Court of Hidalgo County, Texas, at its term of Court indicated above, and to be paid out of the

PAY
ONE THOUSAND TWO HUNDRED FORTY SEVEN DOLLARS AND 75 CENTS

Norma G. García COUNTY TREASURER

TO THE ORDER OF
HILTON AUSTIN
500 EAST 4TH STREET
AUSTIN TX 78701

Witness my hand and seal of said court

Pay the above stated amount to the order of the payee named.

COUNTY AUDITOR

Arturo Guajardo Jr. COUNTY CLERK

⑈00331000⑈

	DATE	CHECK NO.	VENDOR NO.
VENDOR: HILTON AUSTIN	06/10/08	00331000	296716

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
06/19-26/08	CONF# 3314115208 PENA, JOSE N.	602048	1,247.75

AI-9766 **14.A.**

Request for three (3) new Deputy Clerk Cashier positions
CC REGULAR

Date: 06/17/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Tax Office

Information

CAPTION

1. Approval to create three (3) new permanent full time Deputy Clerk/Cashier positions, slots no.'s 140-001-0125, -0126, -0127 budgeted at $ 24,000.00 each per year. Positions authorized by CC 05/27/08.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule

BACKGROUND

AI 9487/21.F.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/12/08 $ 955,584.97.

Attachments

Link: Job Description
Link: Fiscal Note
Link: Salary Schedule
Link: Interdepartmental Transfer
Link: PARS

Form Routing/Status

Form Started By: Erika Reyna Started On: 06/12/2008 08:38 AM
Final Approval Date: 06/13/2008

HIDALGO COUNTY
TAX OFFICE
MOTOR VEHICLE DEPARTMENT

Job Title:	Deputy Clerk/Cashier	FLSA Status:	Non-Exempt
Department:	5215	Civil Service Status:	Non-Exempt

SUMMARY

Performs a variety of clerical procedures for which guidelines exist, but where judgement frequently is required in non-routine situations and/or specialized subject matter knowledge is required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Serves under the immediate Supervisor in charge of each office.

Deputy/Cashier should at a minimum perform one or more duties of the following:

- Attends to the Taxpayer promptly and courteously as possible.
- Assists the car dealer and their representatives in registering vehicles.
- Brings the correspondence mail from the Tax Office to prepare for processing.
- Stamps all incoming mail as to actual date received in Automobile Department.
- Sorts mail by department section e.g. Personnel, Title Transfers or individuals.
- Separates priority mail and gives it priority attention and action.
- Logs all incoming calls.
- Inputs renewals and transfers into Registration Title System (RTS).
- Answers taxpayer questions pertaining to Automobile problems, taxes, title, plates, etc.
- Makes xerox copies and reads administrative memos, office memos, Division of Motor Vehicle circulars to distribute.
- Assists the Taxpayer with information and hands out forms on how to transfer a title.
- Answers telephone questions courteously, professionally and efficiently.
- Reviews and verifies application for title and all supporting documents for completeness and accuracy.
- Assists the taxpayer in reviewing the license stickers and/or registering the vehicles under the name or company name.
- Assists taxpayers who apply for Beer and Wine and/or Liquor license with the processing of applications.
- Responsible for collecting and taking care of the monies for the Automobile Department.
- Responsible for inputting and updating data.
- Turns in all receipts to head cashier and all titles to title clerk at the end of the day.
- May be assigned to Hot-Check position to account for all returned checks until they are collected from the customer or credit is given by the state by preparing the proper reports.
- Balances cash box at the end of the day and prepares deposit.

Collects monies for xerox copies and turns in to bookkeeping department.

- May be assigned to review, analyze and transmit the Title to Austin, Texas and required reports.
- May be assigned to the Liquor, Wine & Beer position to renew, process and transmit reports to the Texas Alcoholic Beverage Commission.
- Ability to work well with others.
- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High school diploma or GED certificate.
- Experience in cashiering preferred but not required.
- Familiar with and experience with personal computers.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

Applicant is required to:

- Provide letter of recommendation from previous employer and/or letter of personal achievements and
- Provide copies of diplomas and certificates of achievements.
- Must possess a current valid Texas Motor Vehicle Operator's license and current liability insurance.

OTHER SKILLS AND ABILITIES

- Ability to operate or demonstrate ability to learn to operate a personal computer, an automated mail meter/processor, calculator, typewriter, copier, facsimile machine, cash register and electronic filing system.
- Ability to understand, follow and give oral and written instructions.
- Ability to establish and maintain moderately complex records and files to organize data for reports independently, complying with reporting guidelines.
- Ability to proofread for completeness, accuracy and content.
- Ability to type at a speed of at least forty (40) words per minute.
- Ability to use standard word processing, data inquiry or spreadsheet software.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move up to thirty (30) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential function 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 condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment.

Maintain mental capacity which permits:

- making sound decisions and using good judgement
- demonstrating intellectual capacities.

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
- communication with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, June 17, 2008

Agenda Item: AI-9766

Summary of request/proposal: Tax Office is requesting to create three (3) full-time Deputy Clerk Cashier positions, slots no. 140-001-0125, -0126, -0127 at $24,000 per year. Positions authorized by CC 05/27/08.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1100	DEPUTY CLERK CASHIER		113	0.00	24,000.00	24,000.00
1100	DEPUTY CLERK CASHIER		113	0.00	24,000.00	24,000.00
1100	DEPUTY CLERK CASHIER		113	0.00	24,000.00	24,000.00
						72,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8- 1100-415-15-140-001-0-	113	TAX OFFICE-	F/T EMPLOYEE	32,427.48
8- 1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	5,626.17
8- 1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	44.59
8- 1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	2,480.70
8- 1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	2,847.13
8- 1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	162.14
8- 1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	136.20
			2008 Budgetary Impact	43,724.41

2009 Budgetary Impact: 97,083.00

Possible Funding Sources: General Fund/Co. Wide Contingency

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

AI-9766

Accoount Number	Department Name	Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC
1100415151400010	TAX OFF	0001	111	TAX ASSESSOR/COLLECTOR	74,012.00	0.00	74,012.00	4.00%
1100415151400010	TAX OFF	0002	113	CHIEF OF OPER	62,740.00	0.00	62,740.00	4.00%
1100415151400010	TAX OFF	0003	113	TAX COLL MGR	57,590.00	0.00	57,590.00	4.00%
1100415151400010	TAX OFF	0004	113	MOTOR VEH MGR	53,433.00	0.00	53,433.00	4.00%
1100415151400010	TAX OFF	0005	113	CHF FRAUD INV	48,190.00	0.00	48,190.00	4.00%
1100415151400010	TAX OFF	0006	113	TAX ASSNG MGR	49,350.00	0.00	49,350.00	4.00%
1100415151400010	TAX OFF	0007	113	ACCT REPT SPC	48,320.00	0.00	48,320.00	4.00%
1100415151400010	TAX OFF	0008	113	HEAD ACCT	46,260.00	0.00	46,260.00	4.00%
1100415151400010	TAX OFF	0009	113	COMP SYS ADM	43,730.00	0.00	43,730.00	4.00%
1100415151400010	TAX OFF	0010	113	FRAUD INVSTGR	42,166.00	0.00	42,166.00	4.00%
1100415151400010	TAX OFF	0011	113	EXECUTIVE ASST	44,800.00	0.00	44,800.00	4.00%
1100415151400010	TAX OFF	0012	113	ACCOUNTANT	41,755.00	0.00	41,755.00	4.00%
1100415151400010	TAX OFF	0013	113	ACCOUNTANT	41,755.00	0.00	41,755.00	4.00%
1100415151400010	TAX OFF	0014	113	ACCOUNTANT	41,755.00	0.00	41,755.00	4.00%
1100415151400010	TAX OFF	0015	113	ACCOUNTANT	38,953.00	0.00	38,953.00	4.00%
1100415151400010	TAX OFF	0016	113	HEAD BOOKKEEPR	37,897.00	0.00	37,897.00	4.00%
1100415151400010	TAX OFF	0017	113	SUPERVISR ASST	35,894.00	0.00	35,894.00	4.00%
1100415151400010	TAX OFF	0018	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%
1100415151400010	TAX OFF	0019	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%
1100415151400010	TAX OFF	0020	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%
1100415151400010	TAX OFF	0021	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%
1100415151400010	TAX OFF	0022	113	ASST. SUPERVISR	32,025.00	0.00	32,025.00	4.00%
1100415151400010	TAX OFF	0023	113	ASST SUPERVISR	32,025.00	0.00	32,025.00	4.00%
1100415151400010	TAX OFF	0024	113	ASST SUPERVISR	32,025.00	0.00	32,025.00	4.00%
1100415151400010	TAX OFF	0025	113	ASST. ACCOUNTANT	33,025.00	0.00	33,025.00	4.00%
1100415151400010	TAX OFF	0026	113	HEAD CASHIER	33,025.00	0.00	33,025.00	4.00%
1100415151400010	TAX OFF	0027	113	SR TITLE EXMR	30,787.00	0.00	30,787.00	4.00%
1100415151400010	TAX OFF	0028	113	HEAD DATA ENTR	32,287.00	0.00	32,287.00	4.00%
1100415151400010	TAX OFF	0029	113	HEAD BOOKKEEPR	30,448.00	0.00	30,448.00	4.00%

Accoount Number	Department Name	Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC
1100415151400010	TAX OFF	0030	113	SUPERVISR ASST	30,305.00	0.00	30,305.00	4.00%
1100415151400010	TAX OFF	0031	113	SUPERVISR ASST	30,305.00	0.00	30,305.00	4.00%
1100415151400010	TAX OFF	0032	113	SUPERVISR ASST	30,305.00	0.00	30,305.00	4.00%
1100415151400010	TAX OFF	0033	113	ASST ACCOUNT	31,282.00	0.00	31,282.00	4.00%
1100415151400010	TAX OFF	0034	113	ASST SUPERVISR	31,390.00	0.00	31,390.00	4.00%
1100415151400010	TAX OFF	0035	113	ASST SUPERVISR	31,390.00	0.00	31,390.00	4.00%
1100415151400010	TAX OFF	0036	113	ASST HEAD CASHIER	27,755.00	0.00	27,755.00	4.00%
1100415151400010	TAX OFF	0037	113	TITLE EXAMINER	27,488.00	0.00	27,488.00	4.00%
1100415151400010	TAX OFF	0038	113	ASST BOOKKEEPR	27,002.00	0.00	27,002.00	4.00%
1100415151400010	TAX OFF	0039	113	ASST ACCOUNT	27,824.00	0.00	27,824.00	4.00%
1100415151400010	TAX OFF	0040	113	COMPUTER DEPT. CLERK	26,688.00	0.00	26,688.00	4.00%
1100415151400010	TAX OFF	0041	113	SECRETARY	30,000.00	0.00	30,000.00	4.00%
1100415151400010	TAX OFF	0042	113	DEPUTY CLERK/CASHIER	26,537.00	0.00	26,537.00	4.00%
1100415151400010	TAX OFF	0043	113	ADMINISTRATIVE ASSISTANT	25,977.00	0.00	25,977.00	4.00%
1100415151400010	TAX OFF	0044	113	DEPUTY TAX CLERK	25,922.00	0.00	25,922.00	4.00%
1100415151400010	TAX OFF	0045	113	DEPUTY TAX CLERK	25,831.00	0.00	25,831.00	4.00%
1100415151400010	TAX OFF	0046	113	DEPUTY CLERK/CASHIER	25,206.00	0.00	25,206.00	4.00%
1100415151400010	TAX OFF	0047	113	HEAD CASHIER	24,706.00	0.00	24,706.00	4.05%
1100415151400010	TAX OFF	0048	113	HEAD CASHIER	24,706.00	0.00	24,706.00	4.05%
1100415151400010	TAX OFF	0049	113	DEPUTY CLERK/CASHIER	24,245.00	0.00	24,245.00	4.12%
1100415151400010	TAX OFF	0050	113	COLLECTION CLERK	24,245.00	0.00	24,245.00	4.12%
1100415151400010	TAX OFF	0051	113	ASST BOOKKEEPR	24,820.00	0.00	24,820.00	4.03%
1100415151400010	TAX OFF	0052	113	TAX CLK/CASHR	23,789.00	0.00	23,789.00	4.20%
1100415151400010	TAX OFF	0053	113	ASST CASHIER	28,000.00	0.00	28,000.00	4.00%
1100415151400010	TAX OFF	0054	113	DEPUTY CLERK/CASHIER	23,554.00	0.00	23,554.00	4.25%
1100415151400010	TAX OFF	0055	113	COLLECTION CLERK	23,470.00	0.00	23,470.00	4.26%
1100415151400010	TAX OFF	0056	113	CASHIER ASST	23,428.00	0.00	23,428.00	4.27%
1100415151400010	TAX OFF	0057	113	CASHIER ASST	23,420.00	0.00	23,420.00	4.27%
1100415151400010	TAX OFF	0058	113	CASHIER ASST	22,906.00	0.00	22,906.00	4.37%
1100415151400010	TAX OFF	0059	113	DEPUTY CLERK/CASHIER	22,729.00	0.00	22,729.00	4.40%
1100415151400010	TAX OFF	0060	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%
1100415151400010	TAX OFF	0061	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%
1100415151400010	TAX OFF	0062	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%
1100415151400010	TAX OFF	0063	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%
1100415151400010	TAX OFF	0064	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%
1100415151400010	TAX OFF	0065	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%
1100415151400010	TAX OFF	0066	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%
1100415151400010	TAX OFF	0067	113	TAX CLK/CASHR	22,553.00	0.00	22,553.00	4.43%

Accoount Number	Department Name	Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC
1100415151400010	TAX OFF	0068	113	TAX CLK/CASHR	22,553.00	0.00	22,553.00	4.43%
1100415151400010	TAX OFF	0069	113	TAX CLK/CASHR	22,542.00	0.00	22,542.00	4.44%
1100415151400010	TAX OFF	0070	113	DEPUTY CLERK/CASHIER	22,375.00	0.00	22,375.00	4.47%
1100415151400010	TAX OFF	0071	113	TAX CLK/CASHR	22,319.00	0.00	22,319.00	4.48%
1100415151400010	TAX OFF	0072	113	INVENTORY CLK	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0073	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0074	113	DEPUTY TAX CLERK	23,736.00	0.00	23,736.00	4.21%
1100415151400010	TAX OFF	0075	113	CASHIER ASST	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0076	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0077	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0078	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0079	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0080	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0081	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0082	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0083	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0084	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0085	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0086	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0087	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0088	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0089	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0090	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0091	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0092	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0093	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0094	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0095	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0096	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0097	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0098	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0099	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0100	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0101	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0102	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0103	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0104	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0105	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%

Accoount Number	Department Name	Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC
1100415151400010	TAX OFF	0106	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0107	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0108	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0109	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0110	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0111	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0112	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0113	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%
1100415151400010	TAX OFF	0114	113	TAX CLK/CASHR	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0115	113	TAX CLK/CASHR	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0116	113	TAX CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0117	113	TAX CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0118	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0119	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0120	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0121	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0122	113	TAX CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%
1100415151400010	TAX OFF	0123	113	ADMINISTRATIVE ASSISTANT	30,000.00	0.00	30,000.00	4.00%
1100415151400010	TAX OFF	0124	113	TAX CLERK/CASHIER	28,000.00	0.00	28,000.00	4.00%
1100415151400010	TAX OFF	0125	113	DEPUTY CLERK/CASHIER	0.00	24,000.00	24,000.00	0.00%
1100415151400010	TAX OFF	0126	113	DEPUTY CLERK/CASHIER	0.00	24,000.00	24,000.00	0.00%
1100415151400010	TAX OFF	0127	113	DEPUTY CLERK/CASHIER	0.00	24,000.00	24,000.00	0.00%



Creation of three (3) new Deputy Clerk/Cashier permanent full-time positions (slots: 0125,0126,0127) pending CC approval.

AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
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
2,510.00	0.00	65,250.00	65,250.00	600.00	0.00	0.00	6,940.00	0.00	72,790.00
2,304.00	0.00	59,894.00	59,894.00	1,500.00	0.00	0.00	2,800.00	0.00	64,194.00
2,137.00	0.00	55,570.00	55,570.00	0.00	0.00	0.00	5,625.00	0.00	61,195.00
1,928.00	0.00	50,118.00	50,118.00	480.00	0.00	0.00	0.00	500.00	51,098.00
1,974.00	0.00	51,324.00	51,324.00	1,920.00	0.00	0.00	0.00	0.00	53,244.00
1,933.00	0.00	50,253.00	50,253.00	480.00	0.00	0.00	1,500.00	0.00	52,233.00
1,850.00	0.00	48,110.00	48,110.00	1,020.00	0.00	0.00	1,500.00	0.00	50,630.00
1,749.00	0.00	45,479.00	45,479.00	480.00	0.00	0.00	1,500.00	0.00	47,459.00
1,687.00	0.00	43,853.00	43,853.00	0.00	0.00	0.00	0.00	500.00	44,353.00
1,792.00	0.00	46,592.00	46,592.00	1,380.00	0.00	0.00	0.00	0.00	47,972.00
1,670.20	0.00	43,425.00	43,425.00	420.00	0.00	0.00	0.00	0.00	43,845.00
1,670.20	0.00	43,425.00	43,425.00	0.00	0.00	0.00	0.00	0.00	43,425.00
1,670.20	0.00	43,425.00	43,425.00	780.00	0.00	0.00	0.00	0.00	44,205.00
1,558.00	0.00	40,511.00	40,511.00	360.00	0.00	0.00	1,500.00	0.00	42,371.00
1,515.88	0.00	39,413.00	39,413.00	600.00	0.00	0.00	0.00	0.00	40,013.00
1,435.76	0.00	37,330.00	37,330.00	1,320.00	0.00	0.00	0.00	0.00	38,650.00
1,424.00	0.00	37,024.00	37,024.00	1,620.00	0.00	0.00	1,500.00	0.00	40,144.00
1,424.00	0.00	37,024.00	37,024.00	1,680.00	0.00	0.00	1,500.00	0.00	40,204.00
1,424.00	0.00	37,024.00	37,024.00	600.00	0.00	0.00	1,500.00	0.00	39,124.00
1,424.00	0.00	37,024.00	37,024.00	1,140.00	0.00	0.00	900.00	0.00	39,064.00
1,281.00	0.00	33,306.00	33,306.00	0.00	0.00	0.00	1,500.00	0.00	34,806.00
1,281.00	0.00	33,306.00	33,306.00	480.00	0.00	0.00	750.00	0.00	34,536.00
1,281.00	0.00	33,306.00	33,306.00	0.00	0.00	0.00	0.00	0.00	33,306.00
1,321.00	0.00	34,346.00	34,346.00	1,560.00	0.00	0.00	0.00	0.00	35,906.00
1,321.00	0.00	34,346.00	34,346.00	600.00	0.00	0.00	0.00	0.00	34,946.00
1,231.48	0.00	32,018.00	32,018.00	480.00	0.00	0.00	0.00	0.00	32,498.00
1,291.48	0.00	33,578.00	33,578.00	300.00	0.00	0.00	0.00	0.00	33,878.00
1,217.92	0.00	31,666.00	31,666.00	840.00	0.00	0.00	0.00	0.00	32,506.00

AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
1,212.00	0.00	31,517.00	31,517.00	1,200.00	0.00	0.00	750.00	0.00	33,467.00
1,212.00	0.00	31,517.00	31,517.00	960.00	0.00	0.00	750.00	0.00	33,227.00
1,212.00	0.00	31,517.00	31,517.00	1,680.00	0.00	0.00	750.00	0.00	33,947.00
1,251.28	0.00	32,533.00	32,533.00	420.00	0.00	0.00	0.00	0.00	32,953.00
1,255.60	0.00	32,646.00	32,646.00	1,620.00	0.00	0.00	0.00	0.00	34,266.00
1,255.60	0.00	32,646.00	32,646.00	1,560.00	0.00	0.00	0.00	0.00	34,206.00
1,110.20	0.00	28,865.00	28,865.00	0.00	0.00	0.00	0.00	0.00	28,865.00
1,099.52	0.00	28,588.00	28,588.00	360.00	0.00	0.00	0.00	0.00	28,948.00
1,080.08	0.00	28,082.00	28,082.00	960.00	0.00	0.00	0.00	0.00	29,042.00
1,112.96	0.00	28,937.00	28,937.00	420.00	0.00	0.00	0.00	0.00	29,357.00
1,068.00	0.00	27,756.00	27,756.00	0.00	0.00	0.00	0.00	0.00	27,756.00
1,200.00	0.00	31,200.00	31,200.00	480.00	0.00	0.00	0.00	0.00	31,680.00
1,061.00	0.00	27,598.00	27,598.00	960.00	0.00	0.00	0.00	0.00	28,558.00
1,039.08	0.00	27,016.00	27,016.00	0.00	0.00	0.00	0.00	0.00	27,016.00
1,036.88	0.00	26,959.00	26,959.00	360.00	0.00	0.00	0.00	0.00	27,319.00
1,033.24	0.00	26,864.00	26,864.00	1,140.00	0.00	0.00	0.00	0.00	28,004.00
1,008.24	0.00	26,214.00	26,214.00	1,800.00	0.00	0.00	0.00	0.00	28,014.00
1,000.00	0.00	25,706.00	25,706.00	360.00	0.00	0.00	0.00	0.00	26,066.00
1,000.00	0.00	25,706.00	25,706.00	960.00	0.00	0.00	0.00	0.00	26,666.00
1,000.00	0.00	25,245.00	25,245.00	720.00	0.00	0.00	750.00	0.00	26,715.00
1,000.00	0.00	25,245.00	25,245.00	0.00	0.00	0.00	0.00	0.00	25,245.00
1,000.00	0.00	25,820.00	25,820.00	0.00	0.00	0.00	0.00	0.00	25,820.00
1,000.00	0.00	24,789.00	24,789.00	1,260.00	0.00	0.00	0.00	0.00	26,049.00
1,120.00	0.00	29,120.00	29,120.00	1,020.00	0.00	0.00	0.00	0.00	30,140.00
1,000.00	0.00	24,554.00	24,554.00	540.00	0.00	0.00	0.00	0.00	25,094.00
1,000.00	0.00	24,470.00	23,470.00	0.00	0.00	0.00	0.00	0.00	23,470.00
1,000.00	0.00	24,428.00	24,428.00	720.00	0.00	0.00	0.00	0.00	25,148.00
1,000.00	0.00	24,420.00	24,420.00	840.00	0.00	0.00	0.00	0.00	25,260.00
1,000.00	0.00	23,906.00	23,906.00	360.00	0.00	0.00	0.00	0.00	24,266.00
1,000.00	0.00	23,729.00	23,729.00	300.00	0.00	0.00	0.00	0.00	24,029.00
1,000.00	0.00	23,625.00	23,625.00	540.00	0.00	0.00	0.00	0.00	24,165.00
1,000.00	0.00	23,625.00	23,625.00	420.00	0.00	0.00	0.00	0.00	24,045.00
1,000.00	0.00	23,625.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,000.00	0.00	23,625.00	23,625.00	840.00	0.00	0.00	0.00	0.00	24,465.00
1,000.00	0.00	23,625.00	23,625.00	0.00	0.00	0.00	0.00	0.00	23,625.00
1,000.00	0.00	23,625.00	23,625.00	720.00	0.00	0.00	0.00	0.00	24,345.00
1,000.00	0.00	23,625.00	23,625.00	480.00	0.00	0.00	0.00	0.00	24,105.00
1,000.00	0.00	23,553.00	23,553.00	420.00	0.00	0.00	0.00	0.00	23,973.00

AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
1,000.00	0.00	23,553.00	23,553.00	300.00	0.00	0.00	0.00	0.00	23,853.00
1,000.00	0.00	23,542.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,375.00	23,375.00	1,020.00	0.00	0.00	0.00	0.00	24,395.00
1,000.00	0.00	23,319.00	23,319.00	0.00	0.00	0.00	0.00	0.00	23,319.00
1,000.00	0.00	23,236.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	24,736.00	24,736.00	0.00	0.00	0.00	0.00	0.00	24,736.00
1,000.00	0.00	23,236.00	23,236.00	480.00	0.00	0.00	0.00	0.00	23,716.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	22,236.00	0.00	0.00	0.00	0.00	0.00	22,236.00
1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
1,000.00	0.00	23,236.00	23,236.00	300.00	0.00	0.00	0.00	0.00	23,536.00
1,000.00	0.00	23,236.00	23,236.00	720.00	0.00	0.00	0.00	0.00	23,956.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	960.00	0.00	0.00	0.00	0.00	24,196.00
1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	600.00	0.00	0.00	0.00	0.00	23,836.00
1,000.00	0.00	23,236.00	23,236.00	660.00	0.00	0.00	0.00	0.00	23,896.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	540.00	0.00	0.00	0.00	0.00	23,776.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00

AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	23,236.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
1,200.00	0.00	31,200.00	31,200.00	0.00	0.00	0.00	1,500.00	0.00	32,700.00
1,120.00	0.00	29,120.00	29,120.00	0.00	0.00	0.00	0.00	0.00	29,120.00
0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

AI-9766

DEPARTMENT NAME: Dept. of Budget and Mgmt. for Tax Office (1100)

ACCOUNT NUMBER: 8-1100-415-XX-1XX-00X-0-XXX

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
8-1100-415-00-115-002-0-899	COUNTYWIDE ADM - CONTINGENCY	(43,724.41)
TO		
8-1100-415-15-140-001-0-113	TAX OFFICE - F/T EMPLOYEE	32,427.48
8-1100-415-15-140-001-0-211	TAX OFFICE - HEALTH INSURANCE	5,626.17
8-1100-415-15-140-001-0-212	TAX OFFICE - LIFE INSURANCE	44.59
8-1100-415-15-140-001-0-220	TAX OFFICE - FICA	2,480.70
8-1100-415-15-140-001-0-230	TAX OFFICE - RETIREMENT	2,847.13
8-1100-415-15-140-001-0-250	TAX OFFICE - UNEMPLOYMENT COMP	162.14
8-1100-415-15-140-001-0-260	TAX OFFICE -WORKER'S COMP	136.20
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Tax Office is requesting approval to create three (3) new permanent full-time Deputy Clerk/Cashier positions, slot no.'s 140-001-0125, -0126, -0127 budgeted at $24,000.00 each per year.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
HIDALGO COUNTY AUTO LICENSE DEPT.

DATE: Enter Date

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current slot

REQUESTED POSITION TITLE: Enter New Position Title DEPUTY CLERK CASHIER
(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: $ 24,000.00 (Current Budgeted Salary) $ 24,000.00 (Proposed Budgeted Salary) $ 24,000.00 (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 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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.

ASSIST CUSTOMERS IN THEIR VEHICLE REGISTRATION AND TITLE TRANSFERS; SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOL ion and Salary Recommendation

BUDGET & MANA . Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 6/4/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 6/13/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/13/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
HIDALGO COUNTY AUTO LICENSE DEPT.

DATE: Enter Date

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current slot

REQUESTED POSITION TITLE: Enter New Position Title DEPUTY CLERK CASHIER
(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: $ 24,000.00 (Current Budgeted Salary) $ 24,000.00 (Proposed Budgeted Salary) $ 24,000.00 (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 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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.

ASSIST CUSTOMERS IN THEIR VEHICLE REGISTRATION AND TITLE TRANSFERS; SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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	6/4/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6/13/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/13/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
HIDALGO COUNTY AUTO LICENSE DEPT.

DATE: Enter Date

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current slot

REQUESTED POSITION TITLE: Enter New Position Title DEPUTY CLERK CASHIER
(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: $ 24,000.00 (Current Budgeted Salary) $ 24,000.00 (Proposed Budgeted Salary) $ 24,000.00 (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 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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.

ASSIST CUSTOMERS IN THEIR VEHICLE REGISTRATION AND TITLE TRANSFERS; SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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	6/4/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6/19/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/13/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-9708 **15.A.**

Creation of New Positions Pct. 1 Sanitation & CRC
CC REGULAR

Date: 06/17/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #1

Information

CAPTION

Sanitation (program no. 001):
1. Approval to create the following permanent full-time position(s) as authorized by CC on 5-27-08:

Slot No.	Position Title	Budgeted Salary
121-001-0022	Heavy Equipment Operator II	$26,000.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

CRC (program no. 050):
1. Approval to create the following permanent full-time position(s) as authorized by CC on 5-27-08:

Slot No.	Position Title	Budgeted Salary
121-050-0001	CRC Coordinator	$30,000.00
121-050-0002	Maintenance I	$18,720.00

2. Approval of interdepartmental transfer.
3. Approval of salary schedule.

BACKGROUND

Prorated salaries & fringes as of 7-14-08 as per DT.
The CRC account is a new account for Pct. 1
Positions authorized by CC on 5-27-08, refer to AI 9487/21F

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-432-00-121-001-0-XXX $17,535.58
8-1100-415-00-115-002-0-899 --> 8-1100-432-00-121-050-0-XXX $31,289.36
To fund new positions created for the Sanitation and CRC Depts for Pct. 1; funds available as of 6-10-08.

Attachments

Link: Sanitation Pct. 1- PAR

Link: Sanitation Pct. 1- Job Description

Link: Sanitation Pct. 1 Fiscal Note 6-17-08

Link: Interdept transfer Sanitation Pct. 1 6-17-08

Link: Sanitation Pct. 1 Salary Schedule

Link: CRC Pct. 1- PAR's

Link: CRC- Pct. 1- Job Descriptions

Link: CRC Pct. 1 Fiscal Note 6-17-08

Link: Interdept transfer Pct. 1 CRC 6-17-08

Link: Pct. 1 CRC Salary Schedule

Link: Letter of Transmittal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/11/2008 02:53 PM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 10:42 AM	APRV
3	Dale Kennan	Dale Kennan	06/12/2008 01:38 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	06/13/2008 02:40 PM	APRV
5	Human Resources		06/13/2008 05:44 PM	NEW

Form Started By: Ivan Cantu — Started On: 06/10/2008 07:41 AM

Final Approval Date: 06/13/2008

W/C 9.87%

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name

Precinct 1 / 121

DATE: Enter Date

June 5, 2008

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT #: Enter current

001-023

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

Heavy Equipment Operator II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~0 (EE)~~ Current Budgeted Salary $ 26,000.00 Proposed Budgeted Salary $ 26,000.00 (EE) 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 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ 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	☒

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position will involve with the daily operation of heavy equipment servicing the daily operation of the Sanitation Collection Station Air Burner (brush burning unit). Air Burner services is a much needed service to the entire Precinct One area that will prevent the illegal disposal discarding at the rural areas.

NEW POSITION: Brief job description and attach a copy of the new job description.

New position will involve driving and operation various heavy equipment from medium to high large-calss heavy equipment and will also service the operation of the Precinct One Collection Station service area.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

This position help better assist the Precinct One constituents, and will alliviate the cronic dump sites.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 6/5/08			
2.	HUMAN RESOURCES DIRECTOR	DATE 6/13/2008	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/13/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
			BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
SANITATION/LANDFILL

Job Title:	Heavy Equipment Operator II	FLSA Status:	Non-Exempt
Department:	121 – Sanitation	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates motor grader and various heavy equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

QUALIFICATION REQUIREMENTS

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serves as operator of heavy gasoline and/or diesel equipment such as a motor grader, backhoes, and other medium- to large-class equipment.
- Employee will be expected to grade roads, spread caliche and may assist in opening new roads.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Performs maintenance and construction duties including installation of culverts.
- Regular attendance is a must.
- Ability to work well with others.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education Degree (GED) preferred;
- Employee must have at least five (5) years experience working with motor graders/heavy equipment and possess basic knowledge of minor repairs and adjustments; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform the duties of a Heavy Equipment Operator I.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting and standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management 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: Tuesday, June 17, 2008

Agenda Item: AI 9708

Summary of request/proposal:
Precinct No. 1 is requesting approval to create one full-time Heavy Equipment Operator II, slot no. 0022, budgeted at $26,000.00 for the Sanitation Dept. Position authorized by CC on 5-27-08, AI 9487/21F (effective date 7-14-08).

Fund	Position	Slot#	Obj.	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Heavy Equipment Operator II	0022	113	0.00	26,000.00	26,000.00
				0.00	26,000.00	26,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-432-00-121-001-0-	113	SANITATION PCT. 1	PERM. FULL TIME EMP.	$12,206.11
8-1100-432-00-121-001-0-	211	SANITATION PCT. 1	HEALTH INSURANCE	$1,954.85
8-1100-432-00-121-001-0-	212	SANITATION PCT. 1	LIFE INSURANCE	$15.49
8-1100-432-00-121-001-0-	220	SANITATION PCT. 1	FICA	$933.77
8-1100-432-00-121-001-0-	230	SANITATION PCT. 1	RETIREMENT	$1,071.70
8-1100-432-00-121-001-0-	250	SANITATION PCT. 1	UNEMPLOYMENT COMP	$61.03
8-1100-432-00-121-001-0-	260	SANITATION PCT. 1	WORKER'S COMP	$1,292.63
			2008 Budgetary Impact	$17,535.58

2009 Budgetary Impact: $37,352.20

Possible Funding Sources: General Fund/Co. Wide Contingency

Budget Office Recommendation:

DATE: June 10, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Sanitation

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-00X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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 ADM-	CONTINGENCY	(17,535.58)
TO			
8-1100-432-00-121-001-0- 113	SANITATION PCT. 1-	PERM FULL TIME EMPLOYEES	12,206.11
8-1100-432-00-121-001-0- 211	SANITATION PCT. 1-	HEALTH INSURANCE	1,954.85
8-1100-432-00-121-001-0- 212	SANITATION PCT. 1-	LIFE INSURANCE	15.49
8-1100-432-00-121-001-0- 220	SANITATION PCT. 1-	FICA	933.77
8-1100-432-00-121-001-0- 230	SANITATION PCT. 1-	RETIREMENT	1,071.70
8-1100-432-00-121-001-0- 250	SANITATION PCT. 1-	UNEMPLOYMENT COMP	61.03
8-1100-432-00-121-001-0- 260	SANITATION PCT. 1-	WORKER'S COMP	1,292.63
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the creation of one full time Heavy Equipment Operator II position for the Sanitation Dept. Position authorized by CC on 5-27-08, AI 9487/21F. Effective date for prorated salaries & fringes is 7-14-08.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

Hidalgo County

Department of Budget & Management

2008 Salary Schedule

COMMISSIONERS COURT

1100-432-00-121-001-0 SANITATION PCT. 1

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0001	113	ADMINISTRATIVE ASSISTANT	42,330.00	0.00	42,330.00	4.00%	1,693.20	0.00	44,023.00	44,023.00	540.00	0.00	0.00	0.00	0.00	44,563.00
0002	113	ENFORCEMENT OFFICER	41,409.00	0.00	41,409.00	4.00%	1,656.00	0.00	43,065.00	43,065.00	420.00	0.00	5,794.00	0.00	0.00	49,279.00
0003	113	DEPUTY CONSTABLE STEP II	34,060.00	0.00	34,060.00	3.50%	1,192.00	0.00	35,252.00	35,252.00	0.00	0.00	0.00	0.00	0.00	35,252.00
0004	113	A/P CLERK	31,884.00	0.00	31,884.00	4.00%	1,275.00	0.00	33,159.00	33,159.00	0.00	0.00	0.00	0.00	0.00	33,159.00
0005	113	MAINTENANCE III	30,305.00	0.00	30,305.00	4.00%	1,212.20	0.00	31,517.00	31,517.00	360.00	0.00	0.00	0.00	0.00	31,877.00
0006	113	TRUCK DRIVER III	28,120.00	0.00	28,120.00	4.00%	1,124.80	0.00	29,245.00	29,245.00	600.00	0.00	0.00	0.00	0.00	29,845.00
0007	113	HEAVY EQUIPMENT OPERATOR I	25,942.00	0.00	25,942.00	4.00%	1,038.00	0.00	26,980.00	26,980.00	0.00	0.00	0.00	0.00	0.00	26,980.00
0008	113	TRCK DRIVER III	24,552.00	0.00	24,552.00	4.07%	1,000.00	0.00	25,552.00	25,552.00	0.00	0.00	0.00	0.00	0.00	25,552.00
0009	113	ATTENDANT	24,245.00	0.00	24,245.00	4.12%	1,000.00	0.00	25,245.00	25,245.00	0.00	0.00	0.00	0.00	0.00	25,245.00
0010	113	TRCK DRIVER II	23,334.00	0.00	23,334.00	4.29%	1,000.00	0.00	24,334.00	24,334.00	0.00	0.00	0.00	0.00	0.00	24,334.00
0011	113	Truck Driver III	23,000.00	0.00	23,000.00	4.35%	1,000.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0012	113	MAINTENANCE II	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
0013	113	MAINTENANCE II	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
0014	113	MAINTENANCE I	21,350.00	0.00	21,350.00	4.68%	1,000.00	0.00	22,350.00	22,350.00	0.00	0.00	0.00	0.00	0.00	22,350.00
0015	113	MAINTENANCE I	21,350.00	0.00	21,350.00	4.68%	1,000.00	0.00	22,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	MAINTENANCE I	21,350.00	0.00	21,350.00	4.68%	1,000.00	0.00	22,350.00	22,350.00	0.00	0.00	0.00	0.00	0.00	22,350.00
0017	113	ATTENDANT	20,985.00	0.00	20,985.00	4.77%	1,000.00	0.00	21,985.00	21,985.00	960.00	0.00	0.00	0.00	0.00	22,945.00
0018	113	ATTENDANT	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
0019	113	ATTENDANT	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0020	113	TRCK DRIVER I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
0021	113	ADMIN SECRETARY	32,000.00	0.00	32,000.00	4.00%	1,280.00	0.00	33,280.00	33,280.00	0.00	0.00	0.00	0.00	0.00	33,280.00
0022	113	Heavy Equipment Operator II	0.00	26,000.00	26,000.00	0.00%	0.00	0.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	**548,723.00**	**26,000.00**	**574,723.00**	**91.65%**	**23,471.20**	**0.00**	**598,194.00**	**529,499.00**	**2,880.00**	**0.00**	**5,794.00**	**0.00**	**0.00**	**538,173.00**

Approval to create one permanent full time Heavy Equipment Operator II position, slot #0022 budgeted at $26,000.00, pending CC approval
Position authorized by CC on 5-27-08, refer to AI 9487/21F

w/c 0.42%

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Precinct One / 121

DATE: Enter Date
June 5, 2008

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current
950-0001 (T.C.)

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Community Resource Center Coordinator

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassificaton* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (T.C.) / Current Budgeted Salary $ 30,000.00 / Proposed Budgeted Salary $ 30,000.00 (I.C.) / 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 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ _____
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:

Exempt ☒ Non-Exempt ☑ n/a

FLSA:

Exempt ☒ Non-Exempt ☑ n/a

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This is a must needed positon that will oversee all operations of the Community Resource Center, including scheduling services provider occupancy and usage. Will act as liaison with other agencies, maintaining and promoting the CRC and its activities.

NEW POSITION: Brief job description and attach a copy of the new job description.

This new position, CRC Coordinator will be given the necessary authority and support to assure the Center provides/maintains the availability of services and public at the level that it is intended to achieve.

POSITION RECLASIFICATION: Explain change and /or increase in duties and respons bility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

The Coordinator will provide leadership and catalyst needed to avail the citizens of the community of the services obtainable through the CRC and will sustain maximum usage and occupancy of the Center throough recruitment of temporary and permanent occupants tha provide services such as health, education, and social services to the public

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 6/5/08			
2.	HUMAN RESOURCES DIRECTOR	DATE 6/13/2008	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/13/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO

HIDALGO COUNTY
Personnel Adjustment Request Form

6.20 /k

DEPARTMENT NAME/NUMBER: Enter department Name

Precinct One / 121

DATE: Enter Date

June 5, 2008

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current

050 -0002 (IC)

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

Maintenance I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~0~~ (IC) (Current Budgeted Salary) $ 18,720.00 (Proposed Budgeted Salary) $ 18,720.00 (IC) (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 [XX] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

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:

Exempt [ ]

Non-Exempt [XX]

FLSA:

Exempt [ ]

Non-Exempt [XX]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This maintenance position will be performing general cleaning of building and grounds for the Community Resouce Center. The Center services to the community such as health, education and social services, a very high traffic location that it requires the daily area preservation.

NEW POSITION: Brief job description and attach a copy of the new job description.

This is a responsible position that may involve mininal intruction or supervision that will help keep up with the daily maintenance of the Community Resource Center Building.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

This position will help maintain building and will alleviate much needed maintenance to up-keep with the daily activities/traffic.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	Sylvia A. Standy m.h. DATE 6/5/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
2. HUMAN RESOURCES DIRECTOR	DATE 6/13/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/13/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

JOB TITLE: Community Resource Center Coordinator FLSA STATUS: NON-EXEMPT

DEPARTMENT: 121 - CRC CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

Oversees all operations of the Community Resource Center (CRC), including scheduling service provider occupancy and usage, acting as liaison with other agencies, maintaining and promoting the CRC and its activities.

QUALIFICATION REQUIREMENTS

The CRC Coordinator is given the necessary authority and support to assure the Center provides/maintains the availability of services and public outreach at the level it was intended to achieve. As such, the Coordinator must provide the leadership and catalyst needed to avail the citizens of the community of the services obtainable through the CRC and sustain maximum usage and occupancy of the Center through recruitment of temporary and permanent occupants that provide services such as health, educational, and social services to the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Orientate/ train staff, volunteers, and job trainees in protocol for:
  1. Answering telephones
  2. Message deliveries
  3. Scheduling activities
  4. Helping service providers promote and implement community programs
  5. Interacting with visitors, service provider staff, fellow staff members, etc.
- Serve as liaison between community residents, service providers, elected officials, CRC Resident Advisory Committee, and Texas A&M University-Center for Housing and Urban Development.
- Interact with citizens in determining their needs, resolving obstacles and conflicts, and soliciting needed services to enhance their quality of life.
- Maintain documented records and files of service agencies using the CRC, services and promotions made available through the CRC, and number of people served through the Center. Data compiled will provide detail for tracking and gauging usage of available facilities at the Center.
- Compile and submit formal reports to the Administrative Assistant at the Center for Housing and Urban Development for review by the Dean of the College of Architecture at Texas A&M University.
- Develop and maintain effective, perpetual public relations and promotional programs in collaboration with the Program Coordinator. Maintain public awareness of Center activities and services through the public media, i.e. radio, TV, newspaper, and through interaction with service provider entities and area service clubs.

- Host and moderate a needs assessment focus group made up of members of the CRC Resident Advisory Committee, service providers, city and county officials, and the general public on an annual or as needed basis. Submit the findings of the focus group to the Program Coordinator.
- Plan, organize, and hold monthly meetings between health/social services providers and resident leaders to address topics and subject matter appropriate for these groups.
- Evaluate on a schedule basis the effectiveness of provider services and modify focus quarterly or as deemed necessary.
- Develops and maintain an informational document the effectively communicates to residents the availability of health, education and social services programs that can be provided at the Center upon citizen request.

EDUCATION and/or EXPERIENCE

Some college hours and/or combination of college and experience as follows:

- Experience in social services, community involvement, service development, and/or building community capacity and experience in working partnerships.
- Good organizational skills.
- Fluent in English and Spanish.
- Effective communicator written and oral, including media interviews.
- Ability to make public presentations in English and Spanish.
- Valid Texas Drivers License.
- Computer capability,..WordPerfect, Excel.
- Ability to administer effective training and instruction.

HIDALGO COUNTY
COMMUNITY RESOURCE CENTER

JOB TITLE: Maintenance I

FLSA STATUS: NON-EXEMPT

DEPARTMENT: 121 - CRC

CIVIL SERVICE STATUS: NON EXEMPT

SUMMARY

Perform general cleaning including sweeping, mopping, ducting, emptying wastebaskets, and ashtrays.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs general cleaning, including sweeping, mopping, dusting, emptying wastebaskets, ashtrays, etc.
- Mows, and trims lawn, prunes plants and weeds flower beds, waters lawn and flower beds.
- Applies fertilizer and other chemicals
- Cleans walls, windows and light fixtures.
- Pick up trash.
- Regular attendance is a must
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred;
- One year experience.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to operate lawn care equipment.
- Ability to operate vacuum cleaner.
- Ability to operate buffing and stripping machines.
- Ability to follow written and verbal instructions.
- Ability to work independently.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management 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: Tuesday, June 17, 2008

Agenda Item: AI 9708

Summary of request/proposal:
Precinct No. 1 is requesting approval to create one full-time CRC Coordinator position, slot no. 0001, budgeted at $30,000.00 and approval to create one full-time Maintenance I position, slot no. 0002, budgeted at $18,720.00 for the CRC Dept. Positions authorized by CC on 5-27-08, AI 9487/21F (effective date 7-14-08).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CRC Coordinator	0001	113	0.00	30,000.00	30,000.00
1100	Maintenance I	0002	113	0.00	18,720.00	18,720.00
				0.00	48,720.00	48,720.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-432-00-121-050-0-	113	PCT 1 CRC	PERM. FULL TIME EMP.	$22,872.37
8-1100-432-00-121-050-0-	211	PCT 1 CRC	HEALTH INSURANCE	$3,909.70
8-1100-432-00-121-050-0-	212	PCT 1 CRC	LIFE INSURANCE	$30.98
8-1100-432-00-121-050-0-	220	PCT 1 CRC	FICA	$1,749.73
8-1100-432-00-121-050-0-	230	PCT 1 CRC	RETIREMENT	$2,008.19
8-1100-432-00-121-050-0-	250	PCT 1 CRC	UNEMPLOYMENT COMP	$114.36
8-1100-432-00-121-050-0-	260	PCT 1 CRC	WORKER'S COMP	$604.03
			2008 Budgetary Impact	$31,289.36

2009 Budgetary Impact: $66,648.94

Possible Funding Sources: General Fund/Co. Wide Contingency

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: June 10, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CRC

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-00X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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 ADM-	CONTINGENCY	(31,289.36)
TO			
8-1100-432-00-121-050-0- 113	PCT. 1 CRC	PERM FULL TIME EMPLOYEES	22,872.37
8-1100-432-00-121-050-0- 211	PCT. 1 CRC	HEALTH INSURANCE	3,909.70
8-1100-432-00-121-050-0- 212	PCT. 1 CRC	LIFE INSURANCE	30.98
8-1100-432-00-121-050-0- 220	PCT. 1 CRC	FICA	1,749.73
8-1100-432-00-121-050-0- 230	PCT. 1 CRC	RETIREMENT	2,008.19
8-1100-432-00-121-050-0- 250	PCT. 1 CRC	UNEMPLOYMENT COMP	114.36
8-1100-432-00-121-050-0- 260	PCT. 1 CRC	WORKER'S COMP	604.03
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the creation of one full-time CRC Coordinator & one full-time Maintenance I positions for the CRC Dept. Positions authorized by CC on 5-27-08, AI 9487/21F. Effective date for prorated salaries & fringes is 7-14-08.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-432-00-121-050-0
PRECINCT NO. 1-CRC

AI- 9708

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CRC COORDINATOR	$0.00	$30,000.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	MAINTENANCE I	$0.00	$18,720.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$0.00	$48,720.00	$48,720.00	0	$0.00	$0.00	$48,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approval to create one permanent full-time CRC Coordinator position, slot #0001, budgeted at $30,000.00;
Approval to create one permanent full-time Maintenance I position, slot #0002, budgeted at $18,720.00, pending CC approval.
Positions were authorized by CC on 5-27-08, refer to AI 9487/21F.

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 6-12-08

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 9708

C.C. Date: **Tuesday, 6-17-08**

Dept: Pct. 1 Sanitation & CRC

Note: Please be advised that if the Personnel Adjustment Request Form(s) are not signed and returned by an authorized HR representative, this agenda item will not be placed on the agenda for Commissioners' Court approval.

RECEIVED
JUN 12 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Admin.

Date: 06.12.08 **Time:** _____

AI-9779 **15.B.**

Petition to name rural road
CC REGULAR

Date: 06/17/2008
Submitted By: Cynthia Rios, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Requesting approval to name a rural road located on Mile 14 North between FM 88 and Mile 6 West, Juan E. Diaz Road. LRGVDC 911 Department has been advised.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Approval to name road does not require funding; no budgetary impact as of 6-13-08.

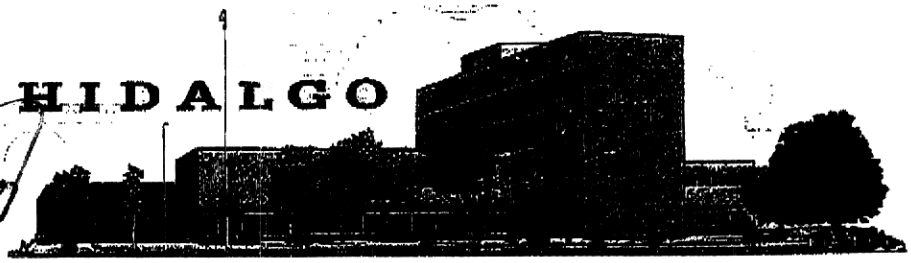
Attachments

Link: Juan E. Diaz Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 02:38 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/13/2008 07:46 AM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 01:26 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW
Form Started By: Cynthia Rios			Started On: 06/12/2008 01:31 PM	
Final Approval Date: 06/13/2008				

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

PETITION TO NAME A RURAL ROAD

WE THE UNDERSIGNED RESIDENTS OF MILE 14 NORTH LOCATED BETWEEN FM 88 AND MILE 6 WEST WOULD LIKE TO NAME OUR STREET:

1. Juan E. Diaz Road
2. Leticia Conde
3. Juan Diaz

1 Christina Alonzo
2 IRMA LARA
3 Yolanda Alvarado
4 Irene Lara
5 Maria San Miguel
6 Maria C. Solis
7 Carlos Solis
8 Juan E Saenz
9 Jesus

10 alejandra marin
11 Manuel Jorge
12 Jose V dela cruz Padre
13 Monica dela Cruz
14 Jose J dela Cruz
15 Jose L Marin
16 Mª Guadalupe Marin
17 Guadalupe Mangiano
18 Jose [illegible] Mangiano

Jpn.

mile 14 North April 11, 20

Names

1. Norma E Lopez cell
2. David Alonso
3. Ruben Guevara
4. Nancy Marichalar
5. [illegible]
6. Sean Donnelly Jr.
7. Bianca Rodrigues
8. Laura Santander
9. [illegible]
10. [illegible]
11. Mari Romani
12. David Campos
13. Danny Cabrera

14. John Castle
15. Hector Jimenez
16.) Guadalupe Lucio
17.) Jamie Castillo
18.) Cruzalde Velasquez

Thank you

Juan El Diaz

AI-9712 **16.A.**

Unnamed Road

CC REGULAR

Date: 06/17/2008

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Discussion, consideration, and approval to name a private road as Redbird Ln.

BACKGROUND

In Sullivan City, El Faro Road just north of Robin St. going west.
Street name has been verified and approved for use by Lower Rio Grande Valley Development Council on 6-6-08.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding needed

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/10/2008 02:11 PM	APRV
2	Erika Reyna	Erika Reyna	06/12/2008 10:36 AM	APRV
3	Auditor's Office	Arcilia Duran	06/12/2008 02:59 PM	APRV
4	Purchasing Department		06/12/2008 03:54 PM	NEW
5	Court Administrator	Angela Garcia	06/12/2008 03:54 PM	APRV

Form Started By: Norma Ceballos Started On: 06/10/2008 12:02 PM

Final Approval Date: 06/12/2008

AI-9755 **16.B.**

BCAP Pct #3

CC REGULAR

Date: 06/17/2008

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfer for Precinct #3 Colonia Access Program (1311) from El Paraiso (program 247) to North Cross Estates (program 498) in the amount of $1,900.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-123-XXX-X-XXX

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

BUDGETARY IMPACT:

8-1311-431-00-123-247-0-733-->8-1311-431-00-123-498-1-734 $ 1,900.00
Available balance as of 06/12/08 $ 66,415.27

Attachments

Link: BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 08:51 AM	APRV
2	Erika Reyna	Erika Reyna	06/12/2008 10:21 AM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 12:00 PM	APRV
4	Purchasing Department	Marty Salazar	06/13/2008 12:15 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Norma Ceballos Started On: 06/11/2008 04:29 PM

Final Approval Date: 06/13/2008

INTER-DEPARTMENTAL TRANSFER

DATE: June 17, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1311-431-00-123-XXX-X-XXX

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:		
8-1311-431-00-123-247-0-733	El Paraiso S/D Drainage	(1,900.00)
TO:		
8-1311-431-00-123-498-1-734	North Cross Estates Subd.	1,900.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Cover expected services. To complete project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-9694 **16.C.**

Unnamed Road

CC REGULAR

Date: 06/17/2008

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Information

CAPTION

Discussion, consideration, and approval to name a private road located on W. Veterans Blvd next to Triple L Ln. as BML Ln.

BACKGROUND

The street name has been verified and is approved for use by the Lower Rio Grande Valley Development Council on 6-06-08.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding needed

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/06/2008 04:42 PM	APRV
2	Erika Reyna	Erika Reyna	06/12/2008 10:35 AM	APRV
3	Auditor's Office	Arcilia Duran	06/12/2008 02:59 PM	APRV
4	Purchasing Department	Marty Salazar	06/12/2008 03:38 PM	APRV
5	Court Administrator	Angela Garcia	06/12/2008 03:54 PM	APRV

Form Started By: Norma Ceballos Started On: 06/06/2008 04:18 PM

Final Approval Date: 06/12/2008

AI-9765 **17.A.5.**

Emergency Alert System
CC REGULAR

Date: 06/17/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) with "Inspiron Logistics, LLC" for an Emergency Alter System for Hidalgo County RFP NO: 2008-154-05-21-MSS.

BACKGROUND

Please see attached contract

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1283-429-10-300-025-0-336
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/13/08 $ 40,810.00.

1st year cost is $23,123.00

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:18 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:37 AM	APRV
3	Erika Reyna	Erika Reyna	06/13/2008 11:38 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:48 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:24 PM	APRV

Form Started By: Vangie Garcia Started On: 06/11/2008 05:28 PM

Final Approval Date: 06/13/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-154-00-00

THIS CONTRACT is made and entered into this _____ day of _____, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Inspiron Logistics, LLC** , an Ohio company ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Emergency Alert System**," for Hidalgo County (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at the Hidalgo County. 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 (including but not limited to the equipment training, maintenance and support as detailed in the specifications) within **Hidalgo County** following a request for Services by the **Director** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for an initial period of two (2) years beginning _____ ____ and ending on _____ with the county's option to renew on the same terms and conditions for four (4) additional one (1) year terms.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Inspiron Logistics, LLC** **Attn: Rori Kuhn** **2251 Front Street Suite 105** **Cuyahoga Falls, OH 44221**

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.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2008

Hidalgo County

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Inspiron Logistics, LLC**

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY
"EMERGENCY ALERT SYSTEM"

REQUIREMENTS / SCOPE OF SERVICES

REQUEST FOR PROPOSALS
No. 2008-154-05-21-MSS

EXHIBIT "A"
HIDALGO COUNTY
REQUEST FOR PROPOSAL FOR:

"EMERGENCY ALERT SYSTEM"

RFP NO: 2008-154-05-21-MSS

REQUIREMENTS

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from vendors to provide an "Emergency Alert System" for the Office of Emergency Management (OEM) with a service contract for an initial period of two (2) years with the County's option to extend the contract for four (4) additional one year periods subject to satisfactory performance, terms, rates price and conditions remain the same. The scope of the work/services will encompass all aspects of development, implementation, service, maintenance, and requires extensive knowledge and experience. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Emergency Alert System" for Hidalgo County. RFP's will be accepted until **9:30 A.M., Wednesday, May 21, 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Proposal:

SECTION I -GENERAL TERMS AND CONDITIONS

GENERAL INFORMATION: Hidalgo County is requesting that responses be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.
RFP Number: 2008-154-05-21-MSS

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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 NO LATER THAN, Wednesday, **May 14, 2008**, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than, 5:00 P.M., Friday, **May 16, 2008.**

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of the resultant contract shall commence from the date of award for a period of two (2) years with the County's option to extend the contract for four (4) additional one year periods subject to satisfactory performance, and terms, rates price and conditions remain the same.
Grace period: Hidalgo County reserves the right to continue this contract for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

Contract award: The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the importance of service, proposer's qualifications, demonstrated ability to provide the required services, demonstrated ability to respond to Hidalgo County's needs on a timely basis, past performance, references, price, professional acumen and other factors set forth in the RFP. Prices must be fixed and will service as the basis for awarding additional funds if received.

SECTION II - RFP REQUIREMENTS

1. PROJECT SUMMARY

a. Hidalgo County, hereinafter referred to as the County is soliciting sealed proposals for an Emergency Alert System for the Office of Emergency Management (OEM). The intent of this Emergency Alert System is to deliver important emergency alerts, notifications and updates to the employees and citizens of Hidalgo County through digital text on a range of devices including e-mail accounts, cell phones, BlackBerry, pagers, and wireless PDAs.

b. The County is soliciting a vendor to provide a hosted web based Emergency Alert System and support to the Office of Emergency Management of Hidalgo County.

c. All associated training, support and maintenance of the Emergency Alert System should be included in the proposed solution.

d. The system should provide reliable, high quality service and meet the requirements set forth in this Section. It is the responsibility of the vendor to verify the completeness of the materials and requirements presented in this document and establish the suitability of the proposed Emergency Alert System to meet the intent of the specifications defined within this RFP. Exceptions to any part of the requirements stated in this request must be clearly identified and explained as such. Any alternative solutions or proposals should be clearly stated as such in the response document.

2. BACKGROUND

The county is dedicated to providing professional, timely and lifesaving responses to a variety of emergency situations. The County is also responsible for the Office of Emergency Management (OEM). OEM is responsible for coordinating multi-agency responses to disasters and emergencies affecting Hidalgo County.

3. SERVICES TO BE PROVIDED

a. The intent of this Emergency Alert System is to enable Hidalgo County to provide immediate text notification and update information during a major crisis or emergency.

b. This system shall deliver important emergency alerts, notifications and updates to the employees and citizens of Hidalgo County through digital text on a range of devices including:

- Mail Account [work, home, other]
- Cell Phone, BlackBerry
- Pager
- WireleSs PDA (Palm, iPAQ, etc ...)

c. When an incident or emergency occurs, authorized Hidalgo County Emergency Management personnel will utilize the Emergency Alert System to rapidly notify the employees and citizens at an average 20,000 SMS messages per minute.

d. The proposed system must be capable of providing real updates, instructions on where to go, what to do, or what not to do, who to contact and other important information as deemed necessary by emergency personnel.

e. The Emergency Alert System must be web based and capable of online enrollment available to all citizens of Hidalgo County, employees, as well as individuals traveling to or working in Hidalgo County. Users must be able to sign up for an account to receive alerts and emergency notifications easily.

f. The system must also provide the users the capability of tailoring the types of alerts and notifications sent. It is understood by Hidalgo County that Subscribers may be charged, as set forth in their wireless provider's contract, for messages delivered to their wireless devices.

g. The awarded vendor will allow and/or work with the County to implement the batch update and/or upload of recipients.

h. The awarded vendor will allow and/or work with the County to implement the capability of accepting an electronic notification request from the County.

i. The proposed solution must be capable of being provided as a fully hosted solution. Describe how your solution meets this requirement.

j. This reporting system must provide an immediate online status for each alert transmission.

k. An implementation plan must be provided for installation, testing and implementation.

l. The awarded vendor must provide twenty-four hour a day, seven day a week support for the system(s).

m. Authorized Users must be able to perform self maintenance on their profile.

4. **PROPOSAL PRICE:** Fees must include:
   a. System price

   b. Training

   c. Maintenance and support.

5. **PROJECT SCHEDULE**

The county requires that the Emergency Alert System be available for use during the 2008 hurricane season. In your proposal response please detail your firm's methodology, approach, and timeline for implementation of a system no later than June, 15 2008

REQUEST FOR PROPOSALS CONTENTS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter. If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

1. **UNDERSTANDING OF THE PROJECT:**
   This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

2. **ADDITIONAL FIRM QUALIFICATIONS:**
   Hidalgo County is soliciting to contract with a qualified vendor(s) for an "Emergency Alert System". Please refer to the:"**Requirements/Specifications Questionnaire (ATTACHMENT "A")"** for further specifications/requirement. Attachment "A" must be filled and submitted with response to complete your proposal packet.

3. **PERSONNEL AND STAFFING:**
   The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

4. **REQUIRED CERTIFICATES AND SUBMITTAL:**
   This section will contain any licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

5. **PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
   Proposer(s) is to provide a fee proposal based on the scope of services/work.

6. **NUMBER OF COPIES TO BE SUBMITTED:**
   Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

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 any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. 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 to the following:

1. **Proposed Price Per Unit Of Service:** **(35 Points)**
   - In considering the proposals, the Hidalgo County 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:** **(35 Points)**
   - The manner in which the minimum requirements are met and the extent 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 coverage.

3. **Proposer's Experience:** **(20 Points)**
   - Proposer's qualifications (e.g. Licenses/Certificates, and staff). Evidence of Proposer's previous accomplishments in Emergency Alert System programs design and implementation services within the last five (5) years.
   - Proposer's experience in working with the target population being addressed in the proposal.

4. **Proposer's Responsiveness to the Request For Proposal:** **(10 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services.
   - Acceptance of the RFP and Contract requirements.
   - Clarity and conciseness of the response.

RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

ATTACHMENT "A"

Hidalgo County
"Emergency Alert System"
RFP No. 2008-154-05-21-MSS

QUESTIONNAIRE

The following questionnaire lists additional requirements/specifications that will be considered in evaluating RFP responses and must be filled and submitted with your response.

INSTRUCTIONS:

On the "comments" lines provided for each of the requirements, mark as following instructed and write comments as necessary (attach separate pages as need referencing question number).

√ (check mark) To indicate that the system offered in this proposal meets said requirement.
X (x mark) To indicate that the system offered in this proposal does not meet requirement.
N/A To indicate that requirement does not apply to system offered on proposal.

Data Management:

1. Does the solution allow for data to be imported from multiple data sources?
   Comments: _____

2. Is user information defined as proprietary to the County and exempt from sale to list providers? Describe how user and Group data maintained and secured by the provider?
   Comments: _____

User Options:

3. Does the solution allow for notifications to be sent on the following devices:
   a. Cell phones via SMTP and/or native 2-way SMS
   b. E-mail
   c. Numeric and alphanumeric pagers via carrier's WCTP gateways
   d. Please describe this process

   Comments: _____

4. Does the proposed solution provide for automated delivery of text (alphanumeric type) messages via the following methods/devices at a minimum: pagers(alphanumeric messages to numeric-only devices), XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, via the public switched telephone network (landline) or dedicated circuits?
   Comments: _____

Access Control:

- **Global System Administration**

5. The solution should allow for multiple administrators with complete access to all functions and user data for Defined User Groups (i.e. Emergency Responders, County Administrators, Citizens, etc.)
   Comments: _____

6. Does the system allow Hidalgo County to maintain control over sensitive data, such as email address, cell phone and pager numbers of government leaders, and first responders, as well as the content of alerts and replies sent?
   Comments: _____

7. Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet? Please describe Security measures used.
   Comments: _____

8. Is the system accessible by emergency management personnel and authorized senders?
   Comments: _____

9. Does the proposed solution provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?
   Comments: _____

10. Does the proposed solution provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed / specific data than the lower-echelon responders)?
    Comments: _____

11. Does the proposed solution also affect how the recipients substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't' receive that message.
    Comments: _____

12. Does the proposed system log a non-received message in the real time records management system as unable to pass the message data to the substitute?
Comments: _____

Group and User Administration:

13. Does the solution provide for the creation of different notifications groups? Please describe the process for how groups are set-up.
Comments: _____

14. Does the solution allow users to be members of multiple groups?
Comments: _____

15. Does the solution allow only group administrators to perform actions on assigned groups only? Please describe the "security measures" / "roles rights" in place to assure this.
Comments: _____

16. Does the solution allow the creation of groups where members of the group would receive notifications simultaneously?
Comments: _____

17. Does the solution allow administrator to add/modify recipients by individual user name, by broadcast groups?
Comments: _____

18. Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographics information; multi-thread sending for multiple carriers and emails domains; audited and approved in compliance with the Federal government software security polices; remote group generation and integration with other systems; and remote alert generation and tracking?
Comments: _____

19. Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?
Comments: _____

20. Are employees able to register onto the system over the Hidalgo County's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications;

including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?
Comments:

21. Does the proposed solution offered allow for the individuals to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?
Comments:

22. Is the system accessible to Hidalgo County citizens, businesses and other parties of interest?
Comments:

23. Can citizens register and maintain their accounts via the Internet? Can multiple entries (devices/household members) be listed for each account?
Comments:

24. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)? How is this handled? Does the proposed solution require a higher-level operator to remove a recipient?
Comments:

25. Can citizens indicate language preferences for alerts to be received in? Will the solution provided automatically send the response in the preferred language? Please describe the process in detail.
Comments:

26. Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, types(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?
Comments:

27. Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from /about, multiple text capable device addresses to receive alerts?
Comments:

28. Can the types of alerts a citizen will receive will be determined from a list?
    Please indicate what type of alerts this includes:
    Severe weather?
    AMBER alerts?
    Emergency Operations Center (EOC) Activations?
    General governmental messages?
    Utility outage messages?
    Daily weather forecast?
    Can citizens be offered a "menu" of options from which to pick notifications from when registering?
    Comments: _____

Notification:

29. Does the solution provide for the initiation of notifications via secure SSL-enabled web-based interface? Please describe this process
    Comments: _____

30. Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?
    Comments: _____

31. Are pre-formatted and ad hoc text for specific devices types possible?
    Comments: _____

32. Does the solution allow authorized administrators to call a customer support representative and dictate the details of a notification? Please describe this process.
    Comments: _____

33. Does the proposed solution provide an automated delivery via voice input to text delivery to cellular (wireless), landline, and satellite systems?
    Comments: _____

34. Does the proposed system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self chosen codes(s), to all registered citizens within their jurisdiction for specific even code(s), or to a sub set or sets of their registered citizens based upon self-chosen zip code(s)?
    Comments: _____

Notification types:

35. Does the solution allow for broadcast-type notifications that require acknowledgement of receipt and response tracked?
    Comments: _____

36. Call all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients? Please describe how this is handled?
    Comments: _____

37. Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all device)?
    Comments: _____

38. Are the messages sent via the proposed solution independent of sponsors and advertisements?
    Comments: _____

39. Does the proposed system permit the sender to generate alerts of any length? If no, please advise as to length requirements.
    Comments: _____

40. Does the proposed system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc? and send these messages to related devices?
    Comments: _____

41. Does the proposed solution provide for prioritization of alerts to ensure alerts for the most critical event is sent first? Please describe the process. Does the proposed system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?
    Comments: _____

42. Is the proposed solution capable of handling multiple simultaneous events and transmitting the message with the highest priority, even if the highest priority event was sent subsequent to a lower event transmission start? Are alerts for the most critical event, determined by the County, sent first?
    Comments: _____

43. Does the proposed solution allow, by event and by recipient, for configuration of the number attempts to deliver the message?
Comments: _____

_____

44. Can the proposed solution send messages in multiple languages including English and Spanish?
Comments: _____

_____

45. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?
Comments: _____

_____

Notification Options:

46. Does the proposed solution allow for notifications to be sent to multiple device types simultaneously? Please describe.
Comments: _____

_____

47. Does the solution allow administrators to attach documents to outgoing notifications?
Comments: _____

_____

48. Are messages capable of being secured using ID codes and assigned security levels either pre-determined or entered by an operator at alert generation?
Comments: _____

_____

49. Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?
Comments: _____

_____

Notification Delivery:

50. Is the response to an alert capable of entry into an automated management report system available to show real time entries?
Comments: _____

_____

51. Can the proposed solution detail at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet

acknowledged the alert, and any short message replies by the recipient (i.e. reporting en ETA, fitness for response etc.)?
Comments:

52. Is the proposed solution offered capable of sending multiple messages to different groups in the same event?
Comments:

53. Does the proposed solutions allow for configuration of the number of attempts to deliver a message by event and by recipient?
Comments:

54. Does the proposed solution allow for configuration for the allowable length of time to attempt to deliver a message by event and by recipient?
Comments:

55. If a device is not reached or the notification message is interrupted, does the solution continue to retry that device until delivery is successful? For how long?
Comments:

56. Does the proposed solution provide for prioritization of recipients to ensure critical staff is contacted first and for prioritization of events to ensure messages for the most critical type even are transmitted first? Are alerts for the most critical event sent first?
Comments:

57. Does the solution allow recipients to respond to a notification by using the keypad of their phone or sending a response e-mail from their device?
Comments:

58. Does the solution allow recipients to respond to an e-mail notification via a reply-to e-mail, via a web link embedded in the notification e-mail?
Comments:

Notification Results:

59. Does the solution allow administrators to view results of notifications in real-time via the web?
Comments:

60. Does the solution allow administrators to view specific information regarding what devices recipients were contacted on along with complete time/date stamp information about that contact?
Comments:

61. Does the solution allow administrators to view aggregated by response option, time to respond, or individual user?
Comments:

62. Does the solution allow administrators to easily follow-up with a particular group of recipients with a subsequent notification?
Comments:

63. Does the solution allow administrators to view historic information on any previously delivered notification?
Comments:

64. Does the solution provide a selection of multiple standard reports during a call out or at the end of call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:
    a. Overview of current call out by groups and individuals?
    b. Details of current call out by groups or individual?
    c. Summary of individuals who have not responded?
Comments:

65. Does the solution provide for detailed reporting in a raw data format, such as a CVS file, for export, analysis, and reporting?
Comments:

Incident Management:

66. Does the solution allow administrators to add attachment to an incident that is saved along with the notifications that were sent out for that incident?
Comments:

67. Describe your organizational infrastructure, including location and type of facilities that we would rely on for services and maintenance.
Comments:

Infrastructure/Technology:

68. Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other small servers?
    Comments: _____

69. Does the proposed solution provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 20,000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50k byte email.
    Comments: _____

70. Does the system have multiple-threaded messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?
    Comments: _____

71. If needed, can capacity be easily added to solution?
    a. In what timeframe does this happen?
    b. Describe the process.
    Comments: _____

72. Is the system backed-up with fully redundant, mirrored servers?
    Comments: _____

73. The solution should be offered as a managed service that includes all required hardware, software, and administration. The solution should not require hardware to be purchased/owned to utilize the system.
    Comments: _____

74. Please describe any routine maintenance that is required, and if this maintenance is included in the proposed pricing.
    Comments: _____

75. The solution should be hosted in secure data center designed for high availability. The data center should provide UPS, diesel power generators, temperatures control, and state-of-the-art fire suppression equipment. Please describe the hosting environment.
    Comments: _____

76. Please provide a physical security profile for company locations where services would be provided. Include a description of the following security controls:
    a. Access
    b. Network/internet communications
    c. Physical security
    d. Security Architecture (firewalls,DMZ, Etc.)
    e. Intrusion Detection
    f. Virus protection
    g. Social Engineering and other Administrator

    Comments: _____

77. The service provider must monitor 24/7/365 all aspects of the solution to ensure it is always in working order. Describe how the service is configured for 24/7/365 availability.
    Comments: _____

78. Describe the timeframe necessary to provision the solution and have it ready to begin adding user data. How long has it taken the average client to have the system configured for their needs?
    Comments: _____

79. Does the solution have an on-line help "user's guide for use with the system(s)? Please provide screen shots of the on-line guide.
    Comments: _____

80. Describe the type of training that is provided to use your system. How is the training delivered?
    Comments: _____

81. Describe how the respondent proposes to furnish initial and follow-up training.
    Comments: _____

Support:

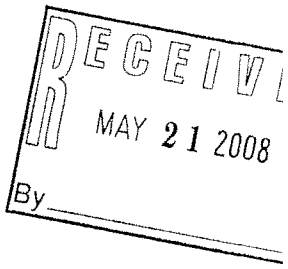
82. The respondent should provide toll-free technical assistance 24/7/365.
    Comments: _____

83. Does maintenance support include new versions, upgrades and patches that are issued during the term of the contract?
    Comments: _____

84. Provide a summary of Respondent's resources (support personnel and otherwise devoted specifically to technical issues, involving notification technology, as well as support procedures.
Comments: _____

_____

Request
for
Proposal



HIDALGO COUNTY
"EMERGENCY ALERT SYSTEM"

RFP NO: 2008-154-05-21-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Inspiron Logistics

Address: 2251 Front Street, Suite 105
Cuyahoga Falls, OH 44221

By: [signature]

Printed Name: Rob. A. Kuhns

May 14, 2008

Ms. Martha Salazar
Purchasing Department
Hidalgo County
2812 South Business Highway 281
New Administration Building
Edinburg, Texas 78539

Subject: Request For Proposal: 2008-154-05-21-MSS-Hidalgo County-Emergency Alert System

Dear Ms. Salazar:

I want to express my sincere appreciation for extending Inspiron Logistics the opportunity to propose on your RFP NO: 2008-154-05-21-MSS. Inspiron Logistics is the premier provider of emergency text messaging. We are proposing our Wireless Emergency Notification System, WENS. WENS offers a completely hosted solution that meets your needs. It provides pure, standard SMS text messages through SMPP protocols to all major North American carriers. WENS also represents state of the market throughput, reliability and ease of use.

As proven by our customers throughout the country and in Miami Dade County, the capabilities of our company and our product will provide Hidalgo County with a superior overall business and technical solution.

This portion of our proposal defines how WENS meets the requirements for your project outlined on page 7 on Exhibit A.

If you have any questions concerning our response to your RFP, please do not hesitate to contact me by phone at (866)998-9367 or via email at rori.kuhns@inspironlogistics.com. I welcome the opportunity to demonstrate our proven solutions.

Kindest regards,

Rori Kuhns
VP of Sales and Marketing
Inspiron Logistics LLC

Understanding of the Project

Hidalgo County, Texas and specifically the Office of Emergency Management, provides professional, timely and lifesaving responses to a variety of emergency situations while coordinating across multiple agencies. The county and OEM need a reliable mechanism for providing immediate notification and update information during a major crisis or emergency.

Inspiron Logistics mission is to provide local governments, schools, colleges and corporations with the best possible method of communication during emergency situations. This is accomplished by remaining at the forefront of the constant evolution of mobile technology, and making our system the most reliable and intuitive means of communication.

Inspiron Logistics has been incorporated and in business since 2003. The Senior Management Team has over 50 years of experience in the Telecommunication and Information Technology industries. Our flagship product is called WENS which stands for Wireless Emergency Notification System. It has been implemented throughout the United States in numerous municipalities as well as at colleges and universities. The WENS system is the fastest, most reliable emergency notification system on the market.

Inspiron Logistics is headquartered at 2251 Front Street, Cuyahoga Falls, Ohio (Northeast Ohio). This location provides the staff and support that will service Hidalgo County, Texas.

WENS:

- Uses SMPP for immediate relay to the carrier networks
- Allows for an unlimited number of users, messages, groups and administrators
- Allows the county to provide the service to schools and nonprofits under our agreement
- Is extremely easy to use. **Click. Type. Send**.
- Can be remotely accessed by authorized personnel
- Is a fully hosted solution, nothing to install or maintain
- Can be used for two-way communication to mobilize first responders

Inspiron Logistics is looking forward to working with Hidalgo County on its emergency notification system.

ATTACHMENT "A"

Hidalgo County
"Emergency Alert System"
RFP No. 2008-154-05-21-MSS

QUESTIONNAIRE

The following questionnaire lists additional requirements/specifications that will be considered in evaluating RFP responses and must be filled and submitted with your response.

INSTRUCTIONS:

On the "comments" lines provided for each of the requirements, mark as following instructed and write comments as necessary (attach separate pages as need referencing question number).

√ (check mark) To indicate that the system offered in this proposal meets said requirement.
X (x mark) To indicate that the system offered in this proposal does not meet requirement.
N/A To indicate that requirement does not apply to system offered on proposal.

Data Management:

1. Does the solution allow for data to be imported from multiple data sources?
   Comments: √

2. Is user information defined as proprietary to the County and exempt from sale to list providers? Describe how user and Group data maintained and secured by the provider?
   Comments: √ (see attached)

User Options:

3. Does the solution allow for notifications to be sent on the following devices:
   a. Cell phones via SMTP and/or native 2-way SMS
   b. E-mail
   c. Numeric and alphanumeric pagers via carrier's WCTP gateways
   d. Please describe this process

   Comments: √ (See attached)

4. Does the proposed solution provide for automated delivery of text (alphanumeric type) messages via the following methods/devices at a minimum: pagers(alphanumeric messages to numeric-only devices), XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, via the public switched telephone network (landline) or dedicated circuits?
Comments: ✓ (see attached)

Access Control:

- **Global System Administration**

5. The solution should allow for multiple administrators with complete access to all functions and user data for Defined User Groups (i.e. Emergency Responders, County Administrators, Citizens, etc.)
Comments: ✓ Yes. WENS provides an unlimited number of administrators for all or specific, defined groups with complete functionality.
6. Does the system allow Hidalgo County to maintain control over sensitive data, such as email address, cell phone and pager numbers of government leaders, and first responders, as well as the content of alerts and replies sent?
Comments: ✓ Yes. The data is secured and only available to authorized persons from Hidalgo County.
7. Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet? Please describe Security measures used.
Comments: ✓ (see attached)
8. Is the system accessible by emergency management personnel and authorized senders?
Comments: ✓ Yes.
9. Does the proposed solution provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?
Comments: ✓ Yes.
10. Does the proposed solution provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed / specific data than the lower-echelon responders)?
Comments: ✓ Yes.
11. Does the proposed solution also affect how the recipients substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't' receive that message.
Comments: ✓ Yes.

12. Does the proposed system log a non-received message in the real time records management system as unable to pass the message data to the substitute?
Comments: ✓ Yes.

Group and User Administration:

13. Does the solution provide for the creation of different notifications groups? Please describe the process for how groups are set-up.
Comments: ✓ Yes. An authorized administrator can establish groups by clicking "Add" and identifying name, rights, etc...
14. Does the solution allow users to be members of multiple groups?
Comments: ✓ Yes.

15. Does the solution allow only group administrators to perform actions on assigned groups only? Please describe the "security measures" / "roles rights" in place to assure this.
Comments: ✓ Yes. group administrators have assigned unique authentication and the roles rights are set up at the master account level as to "who" they can manage.
16. Does the solution allow the creation of groups where members of the group would receive notifications simultaneously?
Comments: ✓ Yes

17. Does the solution allow administrator to add/modify recipients by individual user name, by broadcast groups?
Comments: ✓ Yes

18. Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographics information; multi-thread sending for multiple carriers and emails domains; audited and approved in compliance with the Federal government software security polices; remote group generation and integration with other systems; and remote alert generation and tracking?
Comments: ✓ Yes - completely complies.

19. Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?
Comments: ✓ Yes

20. Are employees able to register onto the system over the Hidalgo County's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications;

including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?
Comments: ✓ yes

21. Does the proposed solution offered allow for the individuals to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?
Comments: ✓ yes.

22. Is the system accessible to Hidalgo County citizens, businesses and other parties of interest?
Comments: ✓ Yes but only as the county deems rights.

23. Can citizens register and maintain their accounts via the Internet? Can multiple entries (devices/household members) be listed for each account?
Comments: ✓ yes.

24. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)? How is this handled? Does the proposed solution require a higher-level operator to remove a recipient?
Comments: ✓ Yes (see attached)

25. Can citizens indicate language preferences for alerts to be received in? Will the solution provided automatically send the response in the preferred language? Please describe the process in detail.
Comments: ✓ yes (see attached)

26. Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, types(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?
Comments: ✓ yes

27. Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from /about, multiple text capable device addresses to receive alerts?
Comments: ✓ yes

28. Can the types of alerts a citizen will receive will be determined from a list?
Please indicate what type of alerts this includes:
Severe weather?
AMBER alerts?
Emergency Operations Center (EOC) Activations?
General governmental messages?
Utility outage messages?
Daily weather forecast?
Can citizens be offered a "menu" of options from which to pick notifications from when registering?
Comments: √ Yes, all of the above

Notification:

29. Does the solution provide for the initiation of notifications via secure SSL-enabled web-based interface? Please describe this process
Comments: √ Yes (See attached)

30. Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?
Comments: √ Yes

31. Are pre-formatted and ad hoc text for specific devices types possible?
Comments: √ Yes

32. Does the solution allow authorized administrators to call a customer support representative and dictate the details of a notification? Please describe this process.
Comments: √ Yes (See attached)

33. Does the proposed solution provide an automated delivery via voice input to text delivery to cellular (wireless), landline, and satellite systems?
Comments: X NO

34. Does the proposed system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self chosen codes(s), to all registered citizens within their jurisdiction for specific even code(s), or to a sub set or sets of their registered citizens based upon self-chosen zip code(s)?
Comments: √ Yes

Notification types:

35. Does the solution allow for broadcast-type notifications that require acknowledgement of receipt and response tracked?
Comments: ✓ Yes. WENS is a two-way system and captures incoming and outgoing responses.

36. Call all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients? Please describe how this is handled?
Comments: ✓ Yes (see attached)

37. Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all device)?
Comments: ✓ yes.

38. Are the messages sent via the proposed solution independent of sponsors and advertisements?
Comments: ✓ yes.

39. Does the proposed system permit the sender to generate alerts of any length? If no, please advise as to length requirements.
Comments: X No. SMS is limited to 160 characters.

40. Does the proposed system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc? and send these messages to related devices?
Comments: ✓ yes.

41. Does the proposed solution provide for prioritization of alerts to ensure alerts for the most critical event is sent first? Please describe the process. Does the proposed system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?
Comments: ✓ yes (see attached)

42. Is the proposed solution capable of handling multiple simultaneous events and transmitting the message with the highest priority, even if the highest priority event was sent subsequent to a lower event transmission start? Are alerts for the most critical event, determined by the County, sent first?
Comments:

43. Does the proposed solution allow, by event and by recipient, for configuration of the number attempts to deliver the message?
Comments: ✓ Yes. Managed at account level.

44. Can the proposed solution send messages in multiple languages including English and Spanish?
Comments: ✓ Yes.

45. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?
Comments: ✓ Yes.

Notification Options:

46. Does the proposed solution allow for notifications to be sent to multiple device types simultaneously? Please describe.
Comments: ✓ Yes. WENS allows an administrator to send messages to multiple devices at once and includes cell, PDA's, pagers and email.

47. Does the solution allow administrators to attach documents to outgoing notifications?
Comments: X NO. SMS does not allow for that.

48. Are messages capable of being secured using ID codes and assigned security levels either pre-determined or entered by an operator at alert generation?
Comments: ✓ Yes

49. Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?
Comments: ✓ Yes.

Notification Delivery:

50. Is the response to an alert capable of entry into an automated management report system available to show real time entries?
Comments: ✓ Yes

51. Can the proposed solution detail at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet

acknowledged the alert, and any short message replies by the recipient (i.e. reporting en ETA, fitness for response etc.)?
Comments: ✓ yes.

52. Is the proposed solution offered capable of sending multiple messages to different groups in the same event?
Comments: ✓ yes.

53. Does the proposed solutions allow for configuration of the number of attempts to deliver a message by event and by recipient?
Comments: ✓ yes.

54. Does the proposed solution allow for configuration for the allowable length of time to attempt to deliver a message by event and by recipient?
Comments: ✓ yes. Customly created.

55. If a device is not reached or the notification message is interrupted, does the solution continue to retry that device until delivery is successful? For how long?
Comments: ✓ Yes, every 5 Seconds unless turned off at account level, however, carriers may quit trying to relay the message.

56. Does the proposed solution provide for prioritization of recipients to ensure critical staff is contacted first and for prioritization of events to ensure messages for the most critical type even are transmitted first? Are alerts for the most critical event sent first?
Comments: ✓ yes with the prioritization based on the administrator in sending the message.

57. Does the solution allow recipients to respond to a notification by using the keypad of their phone or sending a response e-mail from their device?
Comments: ✓ yes

58. Does the solution allow recipients to respond to an e-mail notification via a reply-to e-mail, via a web link embedded in the notification e-mail?
Comments: X No

Notification Results:

59. Does the solution allow administrators to view results of notifications in real-time via the web?
Comments: ✓ yes.

60. Does the solution allow administrators to view specific information regarding what devices recipients were contacted on along with complete time/date stamp information about that contact?
Comments: ✓ Yes.

61. Does the solution allow administrators to view aggregated by response option, time to respond, or individual user?
Comments: ✓ Yes.

62. Does the solution allow administrators to easily follow-up with a particular group of recipients with a subsequent notification?
Comments: ✓ Yes.

63. Does the solution allow administrators to view historic information on any previously delivered notification?
Comments: ✓ Yes.

64. Does the solution provide a selection of multiple standard reports during a call out or at the end of call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:
    a. Overview of current call out by groups and individuals?
    b. Details of current call out by groups or individual?
    c. Summary of individuals who have not responded?

Comments: X No. All of the reporting above is available in real time online but a custom script would need to be written for the auto-relay of reports.

65. Does the solution provide for detailed reporting in a raw data format, such as a CVS file, for export, analysis, and reporting?
Comments: ✓ Yes

Incident Management:

66. Does the solution allow administrators to add attachment to an incident that is saved along with the notifications that were sent out for that incident?
Comments: X NO

67. Describe your organizational infrastructure, including location and type of facilities that we would rely on for services and maintenance.
Comments: ✓ Yes (See attached)

Infrastructure/Technology:

68. Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other small servers?
Comments: ✓ Yes

69. Does the proposed solution provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 20,000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50k byte email.
Comments: X No, WENS sends SMS via SMPP, the preferred mechanism for carriers and the network. Yes, SMS is a minimum per minute but dependant on carrier network for process + delivery.

70. Does the system have multiple-threaded messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?
Comments: ✓ Yes.

71. If needed, can capacity be easily added to solution?
    a. In what timeframe does this happen?
    b. Describe the process.
Comments: ✓ Yes. (See attached)

72. Is the system backed-up with fully redundant, mirrored servers?
Comments: ✓ Yes

73. The solution should be offered as a managed service that includes all required hardware, software, and administration. The solution should not require hardware to be purchased/owned to utilize the system.
Comments: ✓ Yes fully hosted, SaaS.

74. Please describe any routine maintenance that is required, and if this maintenance is included in the proposed pricing.
Comments: ✓ yes (See attached)

75. The solution should be hosted in secure data center designed for high availability. The data center should provide UPS, diesel power generators, temperatures control, and state-of-the-art fire suppression equipment. Please describe the hosting environment.
Comments: ✓ yes (See attached)

76. Please provide a physical security profile for company locations where services would be provided. Include a description of the following security controls:
    a. Access
    b. Network/internet communications
    c. Physical security
    d. Security Architecture (firewalls,DMZ, Etc.)
    e. Intrusion Detection
    f. Virus protection
    g. Social Engineering and other Administrator

Comments: ✓ Yes (see attached)

77. The service provider must monitor 24/7/365 all aspects of the solution to ensure it is always in working order. Describe how the service is configured for 24/7/365 availability.
Comments: ✓ Yes (See attached)

78. Describe the timeframe necessary to provision the solution and have it ready to begin adding user data. How long has it taken the average client to have the system configured for their needs?
Comments: ✓ Yes. (See attached)

79. Does the solution have an on-line help "user's guide for use with the system(s)? Please provide screen shots of the on-line guide.
Comments: ✓ Yes (See attached)

80. Describe the type of training that is provided to use your system. How is the training delivered?
Comments: ✓ Yes (see attached)

81. Describe how the respondent proposes to furnish initial and follow-up training.
Comments: ✓ Yes (See attached)

Support:

82. The respondent should provide toll-free technical assistance 24/7/365.
Comments: ✓ Yes. 1-866-998-WENS (9367)

83. Does maintenance support include new versions, upgrades and patches that are issued during the term of the contract?
Comments: ✓ Yes.

84. Provide a summary of Respondent's resources (support personnel and otherwise devoted specifically to technical issues, involving notification technology, as well as support procedures.
Comments: ✓ Yes. (See attached)

Addendum to Attachment "A"

Data Management
2. WENS protects user information and only authorized county personnel would be able to access the data. The system uses SSL, 1024 bit encryption plus authentication by the authorized personnel to access the data. Our service agreements clearly state that we do not sell or solicit to users or provide any user data to any third party.

User Options
3. WENS sends true SMS, via SMPP connections to the carriers, the preferred method for communication. SMTP (email to device) can be seen as spam, can be pirated, and can also create problems when someone switches carriers. Our system automatically senses carriers and does not require the user to enter a carrier or go back and change their carrier. WENS also sends to email and alphanumeric pagers.

4. WENS can send text messages via pagers (alphanumeric only), XDA devices, BlackBerry, all mobile devices (SMS capable), email, cell phones and VOIP. WENS does not utilize public switched telephone network because it is not preferred by the carriers and is less reliable than SMS/SMPP.

Access Control
7. All servers have intrusion detection services running and log any unauthorized attempts to access environment.

The system uses session variables that are set to five minutes to time out inactive computer sessions. The system is password protected requiring a greater than 6 character password that is alphanumeric and with at least one special character.

All data is indexed and archived for accountability purposes. All numbers are transmitted over a secure VPN via SMPP and are encrypted.

WENS is constantly updated with the latest OS patches and security updates and is fully section 508 compliant.

Group and User Administration
24. With WENS either an administrator can remove an individual (turn off all notifications to all devices) or the users themselves can opt out. The user opts out by texting into the system or calling our 1-866-998-9367 number to opt out. Additionally, the user can return the county's entry point (registration page) and click unsubscribe to opt out.

25. With WENS citizens can choose their language preference. Within the system there is a place to add other language messages besides English, however, the administrator will need to type the message in the other language.

Notification
29. The WENS system utilizes a 1,024 bit SSL to encrypt sensitive data from transmission over the internet. In addition, the WENS infrastructure utilizes a non-common (secure) port for additional security.

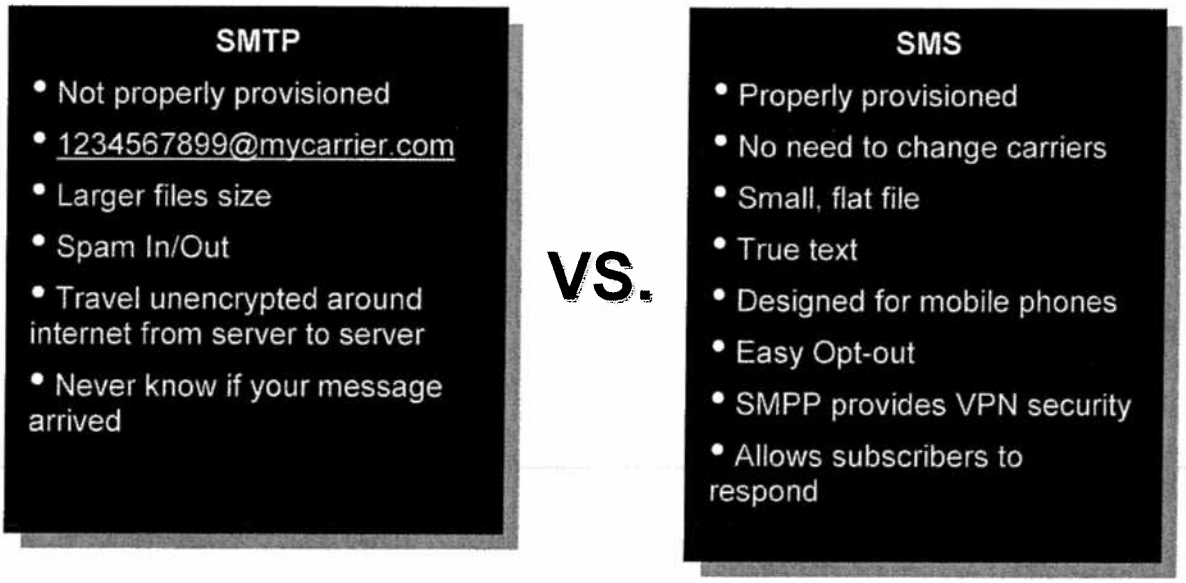
32. The county's authorized administrators would call into the 1-866-998-9367 number and be connected to an authorized client support person on our end to send the message. This is not the normal process since administrators can remotely initiate an alert without a browser but we can accommodate this with our support team. An additional password may be required to know who the person is asking for the alert to be initiated.

Notification Types
36. WENS provides real-time, detailed reporting and monitoring of delivered and non-delivered messages. All of the reporting is available on the account. The information is searchable by a variety of variables.

41. WENS allows for prioritization at the administrator level. WENS takes messages as initiated and queues them in chronological order, however, an administrator could send a message to one group first, and then another to ensure the first group is prioritized first.

Incident Management
67. Inspiron Logistics is based in Northeast Ohio. Our data centers are in Akron, Ohio (off site) and McLean, Virginia. Our staff is available for training and support.

69. Breakdown of SMTP vs. SMS



Infrastructure/Technology
71. Adding capacity is easy though any given day we are at 5% capacity across all accounts. We would be able to add capacity as needed within 7-10 business days by adding additional accounts and aggregators for the SMPP connection to the carriers.

74. WENS requires no maintenance from the county's perspective. WENS has a 99.99% up time as stated in our Service Level Agreement. Regular maintenance is performed on off-hours.

75. The system, from both a physical and electronic perspective, is highly secure not only due to Inspiron Logistics security requirements but also the mandated data security standards per all North American carriers.

The following pertains to the physical security for our Data Center locations and outlines our procedures:

24 x 7 video surveillance
Structurally reinforced server rooms
Key card only accessible server rooms
Full V5 Firewall

Real-time data back up
Eaton backup generators
Peripheral Manufacturing fire equipment

76. Network Environment

Production Environment:
Location: Akron, Ohio

Internet Connection: 100mbs to Expedient Communications

2 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

2 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

Remote Disaster Recovery Environment:
Location: McLean, Virginia

2 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

2 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

Staging/Dev Environment
Location: Akron, Ohio

1 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall

1 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall

All servers have intrusion detection services running and log any unauthorized attempts to access environment.

The system uses session variables that are set to five minutes to time out inactive computer sessions. The system is password protected requiring a greater than 6 character password that is alphanumeric and with at least one special character.

All data is indexed and archived for accountability purposes. All numbers are transmitted over a secure VPN via SMPP and are encrypted.

In maintaining the security of the system it is our policy that only authorized personnel have access to the system in specific areas. Access is based on the employee's responsibility within the data environment. For example, only coders have access to the WENS application and not the data. DBA's only have access to the data environment (which activity is tracked and only have read permissions). Network Administrators only have access to the network infrastructure and not the WENS application or data.

Our policy on data states that the system will be backed up in real time to our disaster/recovery site. In addition, nightly backups are done every single night and stored on a secure server. Those backups are sent to a tape back up every month.

77. WENS environment utilizes full onsite redundancy and has the ability to automatically port over in the event of any server failure.

78. The timeframe necessary to provision WENS to begin adding user data is an average of 30 days from the date of the signed contract. The following steps are taken after the contract is signed to implement WENS:
    - Kick off call
    - Discuss Marketing/launch strategies
    - Customize system
    - Build Entry point
    - Training
    - Test system/entry point with administrators
    - Final Call

79. Yes, WENS has a user guide built into the system and the same user guide is emailed to all of the administrators before training of the system begins. Please see attached for WENS user guide.

80. Training of the WENS system takes approximately 60 - 90 minutes and is done via WebEx, which is set up by Inspiron Logistics. Training covers everything in the system including:
    - Customizing the settings for your account
    - Setting up weather warnings for your specific area
    - User settings
    - Group Settings
    - Outgoing Alerts
        - Single Messages
        - Prepared Messages
        - External Triggers
    - IVDS
    - System Reporting

81. Initial training and any follow up training is done via WebEx, which is set up by Inspiron Logistics. There is no extra charge for any training done via WebEx.

Support

82. Inspiron Logistics will offer emergency support 24/7/365 and will offer general support on business days during business hours.

    Inspiron Logistics support time will be less than 1 business day during business days and business hours. Requested support after hours will have a respond time of one business day unless emergency response is needed and would be within three hours.

    Inspiron Logistics support is available by the following:

    - **Email us at ClientSupport@inspironlogistics.com**. This email is monitored several times per day. Before the close of that business day you will receive a confirmation email from one of our customer support staff. Email will be treated with the same priority as telephone calls.

    - **Telephone us at 1 (866) 988 9367**. This phone number is answered 24/7/365. Standard support is Monday through Friday, 8am though 5 pm EST. Emergency support is provided around the clock.

83. Maintenance support includes new versions, upgrades and patches that are issued during the term of the contract.

84. Inspiron Logistics customer support during business hours are full-time company company-employed professionals which are dedicated to specific accounts for relationship building and trained specifically to support the needs of their respective vertical. Background checks are done at Inspiron Logistics discretion on each personnel support.

Inspiron Logistics WENS User Guide

A guide to using the WENS system

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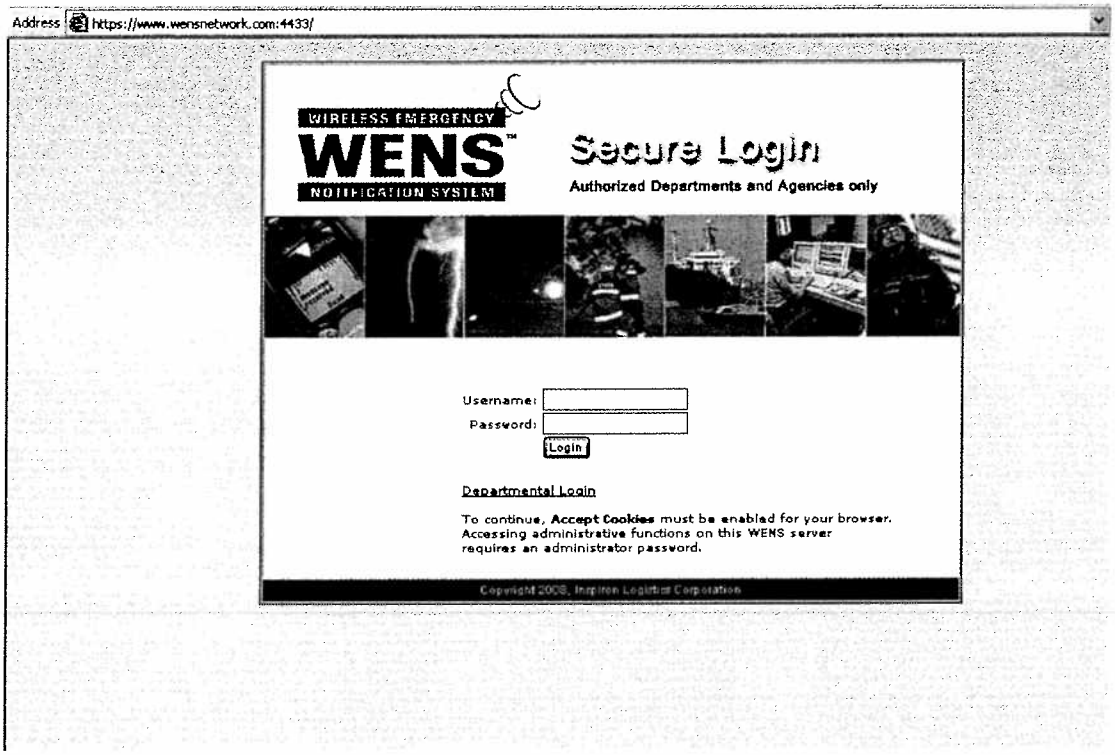
inspironlogistics®
Emergency Management Network >>

1.1 – Accessing WENS

To access the WENS system go to https://www.wensnetwork.com:4433/login.cfm

Note: This is a secure site so you must use https and not http and you must enter portal 4433

It is recommended to save this site as a favorite for easy and quick access.



1.2 – Logging into the WENS system

To access the main administration page, enter the username and password on the home page.

If logging in as a secondary user and not under the main administration page, click on the **Departmental Login** link on the homepage.

- The Departmental login is used for administrators that are set up with user restrictions.
- You will need the Account name, username and password which will be provided by the main WENS administrator.

Remember to always log out of WENS when you are done using the system.

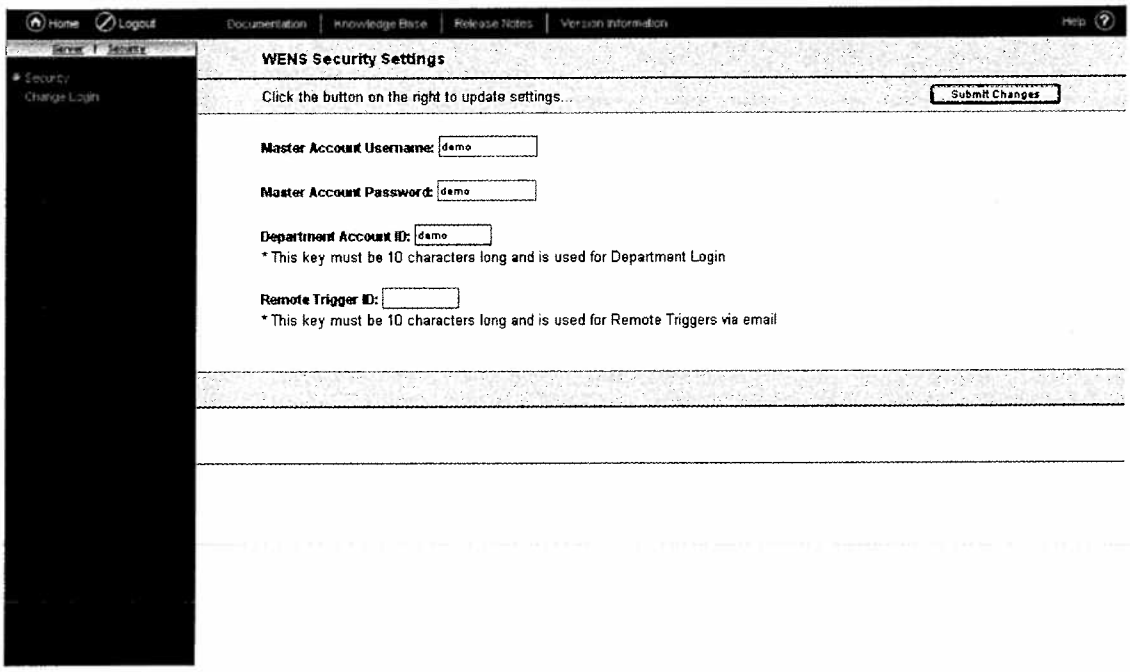
1.3 – Security

Security gives administrators the option to change the **Master Account Username**, **Master Account Password** and **Department Account ID**.

To make changes, click on the Security tab.

Change the username, password and/or account ID.

Click **Submit Changes**



2.0 User Settings

User settings give the administrator the option to modify/view groups and users.

2.1 – Settings

Path: **Server > System Settings > Settings**

Allows the administrator to customize the WENS system.

Each option provides a summary of what it allows the system to do.

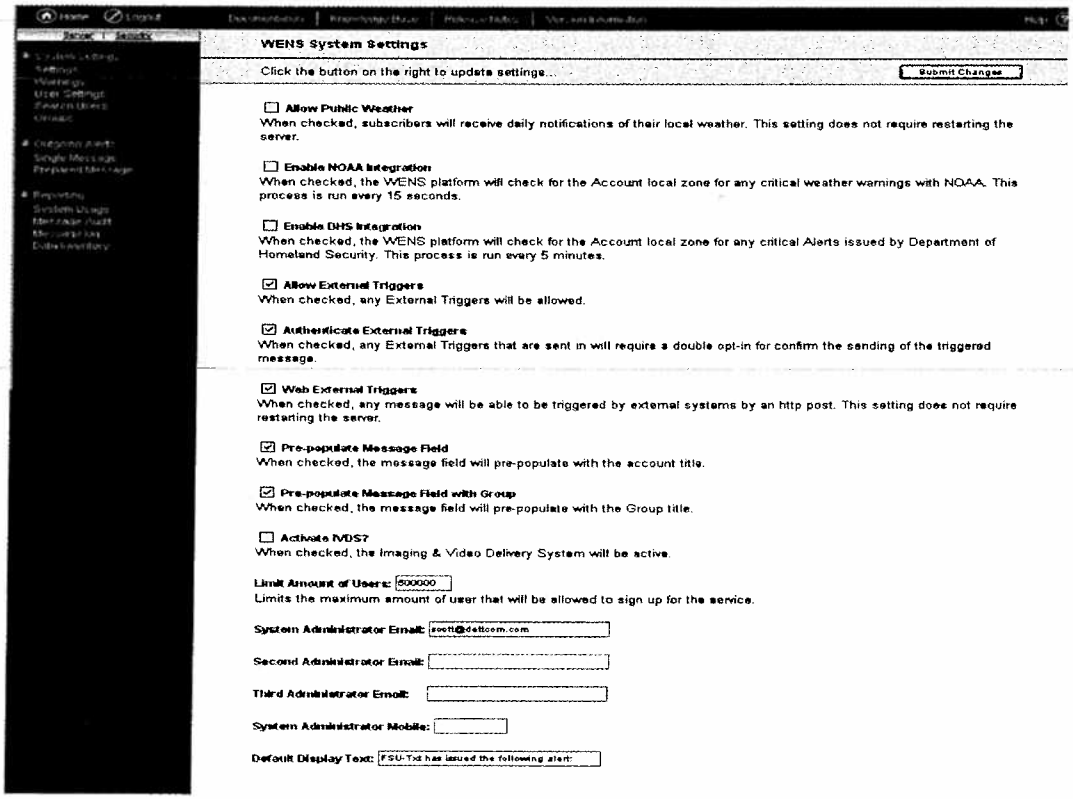
To change the settings, click on the box next to the option. The green check mark means that option has been selected.

The option to limit the amount of users is used as reference only.

System Administrator Email
Sends an email out to the specified email address every time there is a change done in the WENS settings. It is recommended to have the main administrators email address added.

Default Display Text
This is the text that will pre-populate in all of your messages.

After all the changes are complete, click **submit changes.**

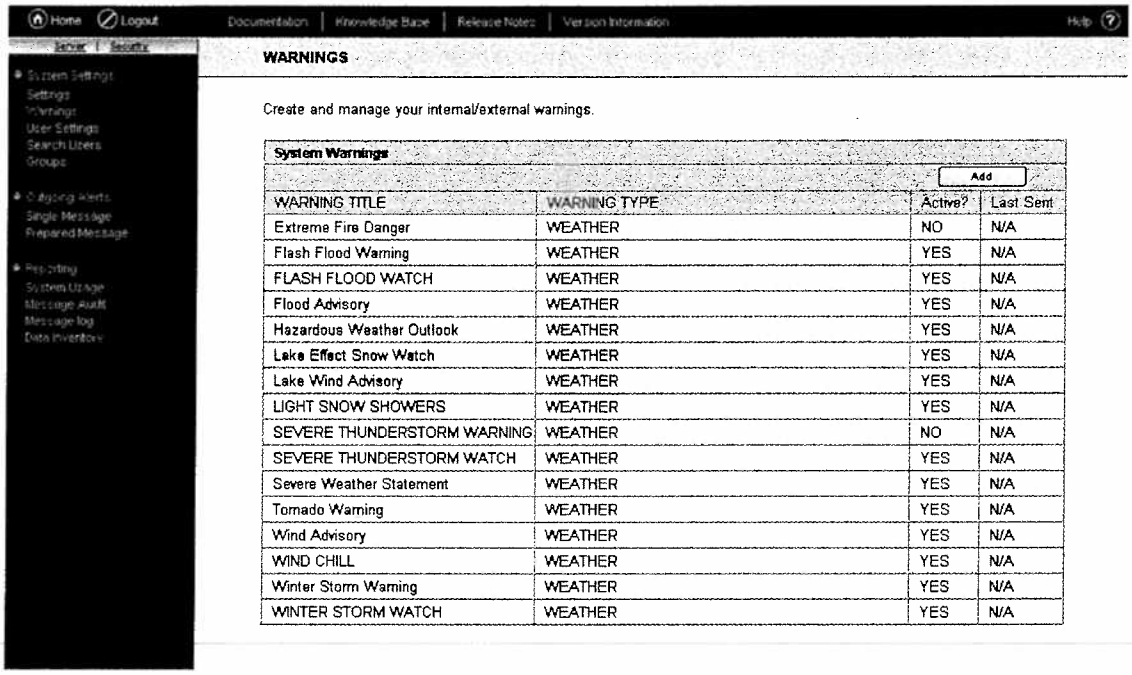


2.2 – Warnings

Warnings allows you to create and manage your weather warnings from NOAA.

Listed under **Server⟶ System Settings ⟶ Warnings**

A list of existing warnings will appear on the screen.



To view/change or delete details of a warning, click on the warning name and a screen with the details about the warning will appear.

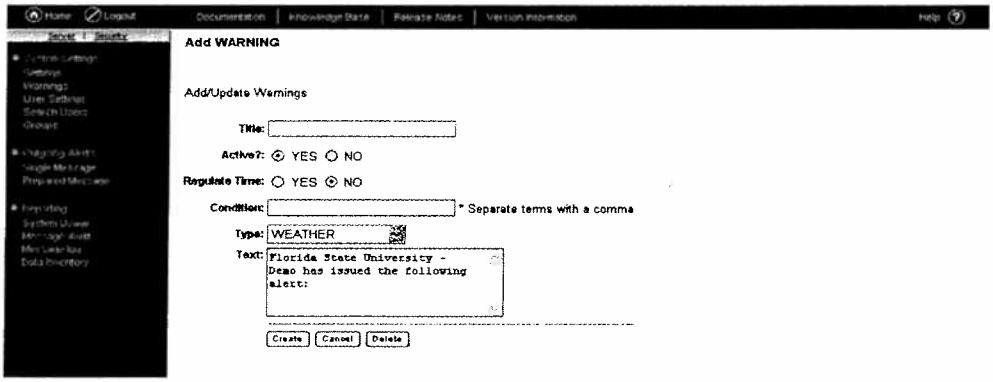
To change the warning, modify the field you are changing and click **Update.**

.

To delete the warning, click **Delete.**

To add a new warning, click the **Add** button from the main warnings screen.

The same screen to modify or delete a warning will appear with empty fields.



Fields to fill out:

Title:
This is what will appear on the warnings screen

Active:
Yes

Regulate time:
This will allow you to send the same message out at the same time every day/month/year. This should be No.

Condition:
Entered in this field will be the conditions of the warning you want to pull from the NOAA database. For example, if you want a Tornado Warning, you type "Tornado Warning" and it will pull the alerts from NOAA with that term. If you are entering more than one condition, a comma should be used to separate each term.

Type:
Should remain **Weather**.

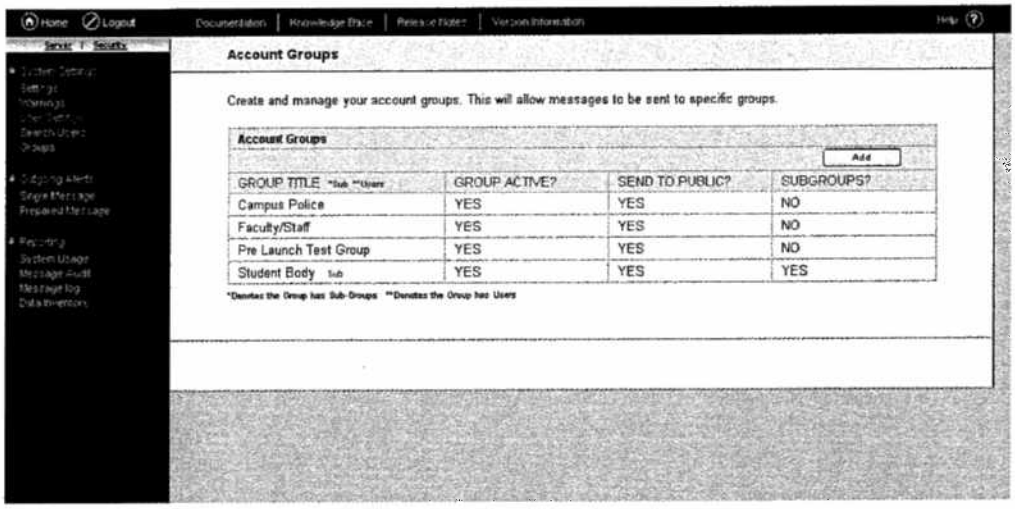
Text:
This will be the message that is sent out to the users.

2.3 – User Settings

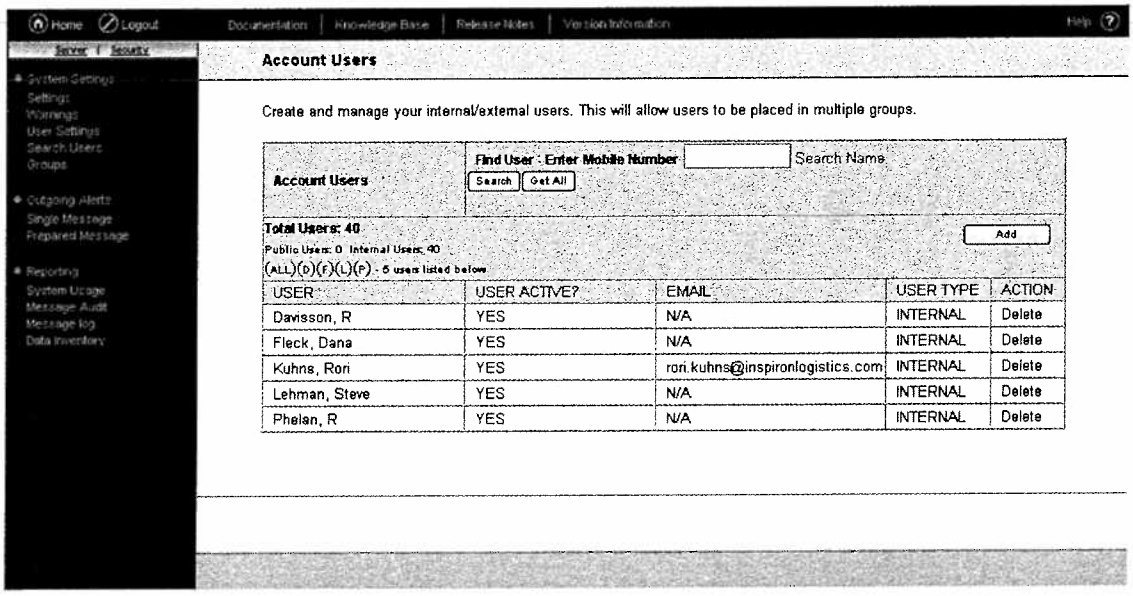
User Setting is used to modify, add or delete individual users.

Listed under **Server⟶ System Settings ⟶ User Settings**

A screen with all of the groups will appear.



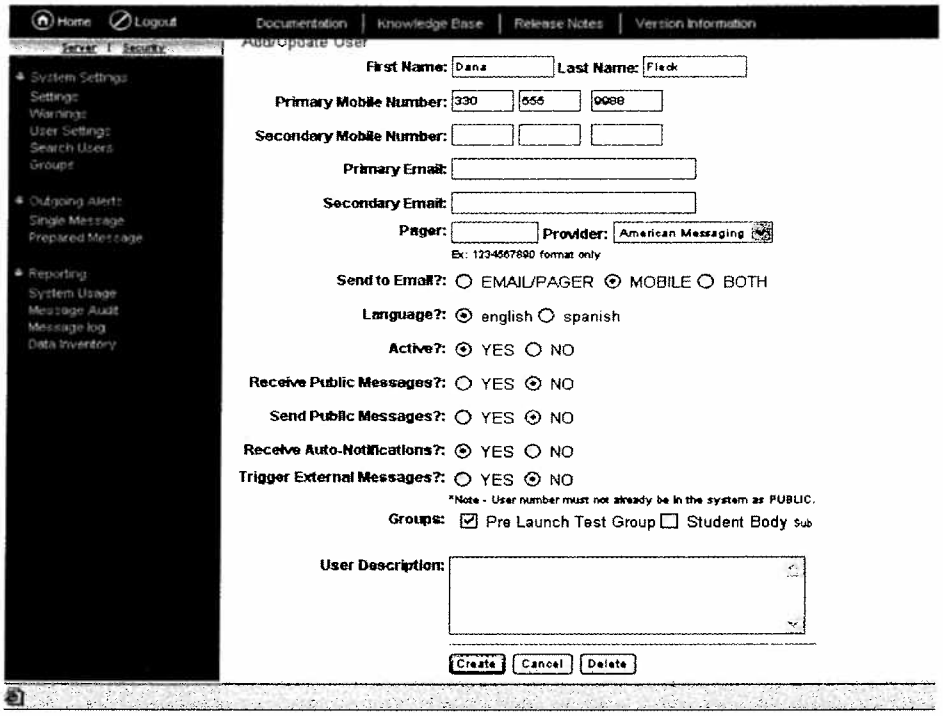
To find all the users in a group, click on the group name. A list of all the students in that group will appear by name or phone number.



You can search for a user in that group by entering their phone number in the **Find User** and clicking **Search name**.

To add a new user click on **Add**.

Fill in name and mobile. Email and pager can be filled in if you offer these options.



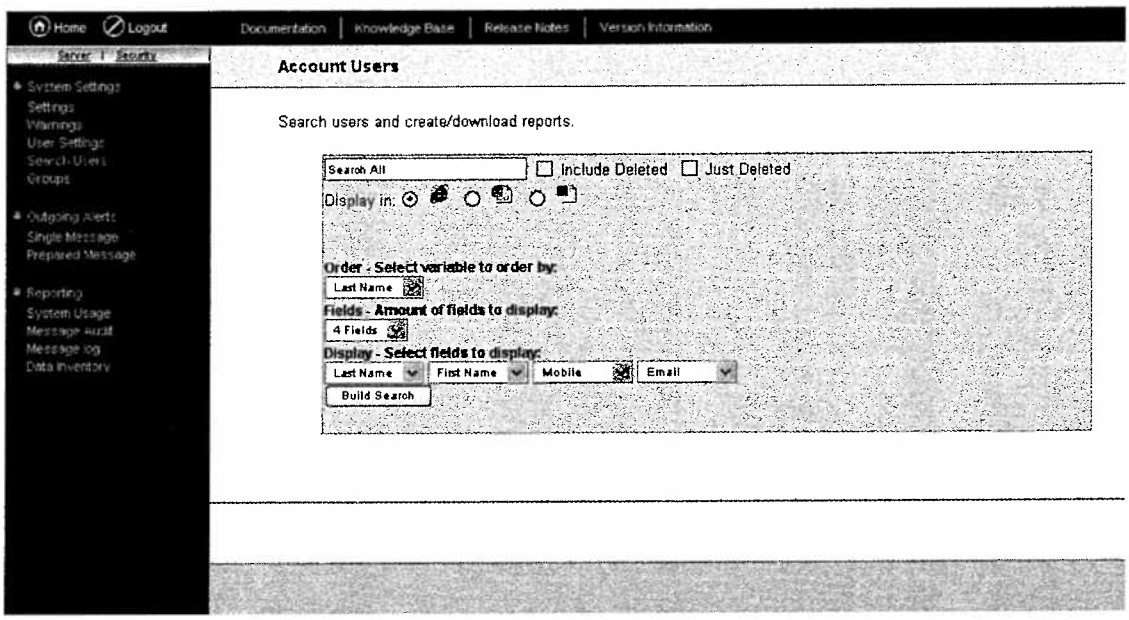
Settings should be set up as follows:

Send to Email:	Mobile (unless offering email/pager, then setting should be both)
Language:	English
Active:	Yes
Receive Public Messages:	No
Send Public Messages:	No
Receive Auto-Notifications:	Yes
Trigger External Messages:	No
Groups:	Check the group the user should be added to

2.4 Search Users

You can search users and create/download reports.

Listed under **Server⟶ System Settings ⟶ Search Users**



To search for a user, enter there phone number, name or email address into the search box. You have the option to include their deleted records or search for only their deleted records.

Display in:
Allows you to display on the same screen you are using or upload the file into Microsoft Word or Excel.

Order - Select variable to order by:
Enter how you are searching for the user.

Fields - Amount of fields to display:
Must remain at 4 fields

Display - Select fields to display:
Must remain: Last name, First name, Mobile, Email

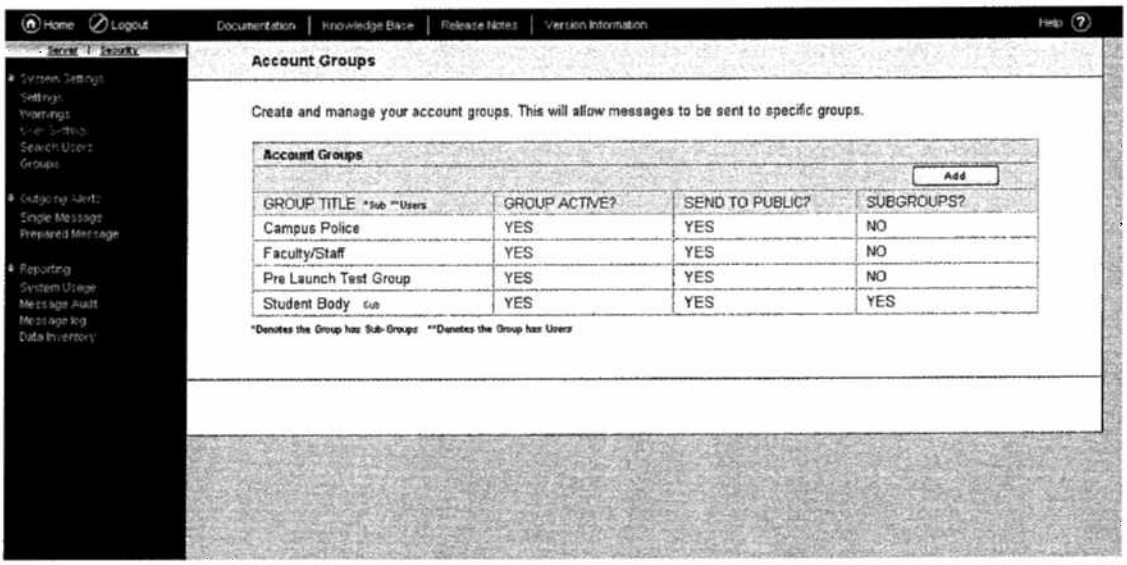
After the fields are selected, click **Build Search.**, it will populate the user information and every time they have been entered into the system.

Click on the name of the user and it will pull up all of their information.

2.5 – Groups

Create and manage your account groups. This will allow messages to be sent to specific groups.

Listed under **Server** ⟶ **System Settings** ⟶ **Groups**



To create a group, click on **Add**.

Title the group for the specific users that will be added. Example: Student, Faculty, Emergency Team

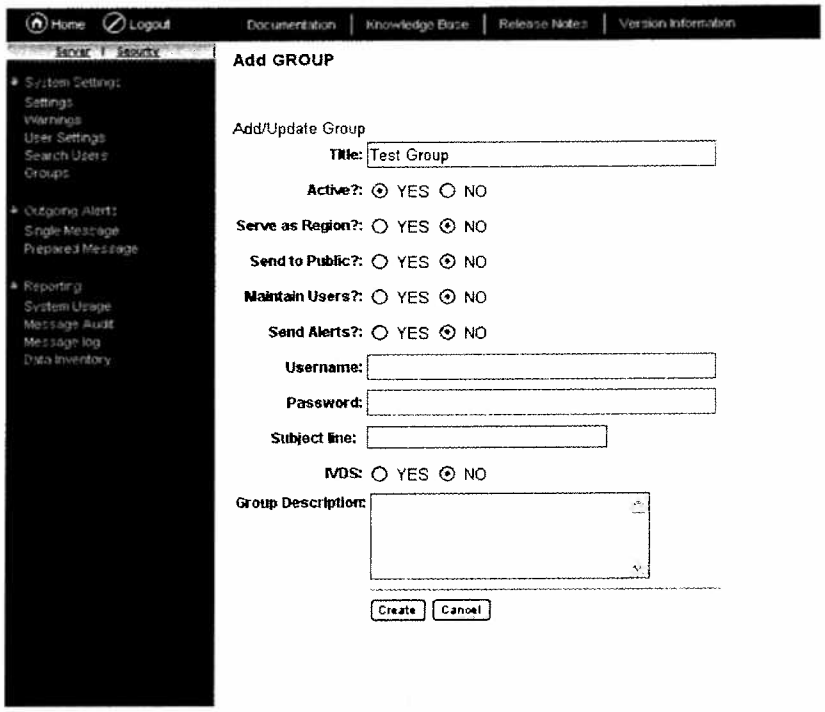
The settings should be set up as follows:

Active: Yes
Serve as Region: No
Send to Public: No
Maintain Users: No
Send Alerts: No
Username: Blank
Password: Blank
Subject Line: Blank
IVDS: No/Yes
Group Description: Blank

Click **Create**

Your group has now been set up.

To modify a group, click on the **Group Title** and it will pull up the group information



Make all appropriate changes and click **Create.**

3.0 Outgoing Alerts

Send single and prepared messages to groups and users.

3.1 – Single Message

You can send a single alert to all or different groups from this page.

Listed under **Server⟶ Outgoing Alerts⟶ Single Message**

Highlight the group you want to send a message to.

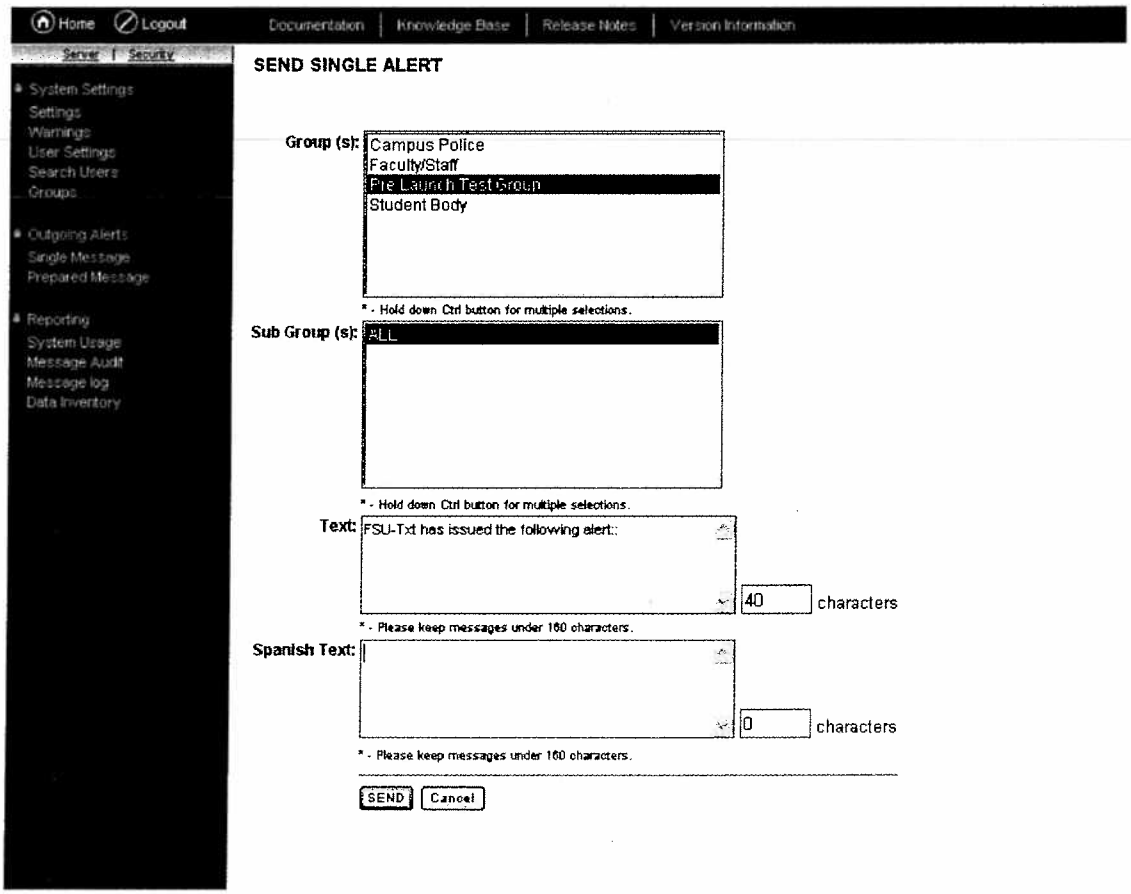
- You can select multiple groups by holding down the ***Ctrl*** key on your keyboard and clicking on each group you want to include.

Highlight the Sub Groups you want to include.

Enter the Emergency text you want to send out to the groups.

- This can only be 160 characters long.

Click **Send** and the message will be sent to the specific groups.



3.2 – Prepared Message

Create and manage your prepared messages. This will allow canned message to be triggered both internally and externally.

Listed under **Server⟶ Outgoing Alerts ⟶ Prepared Message**

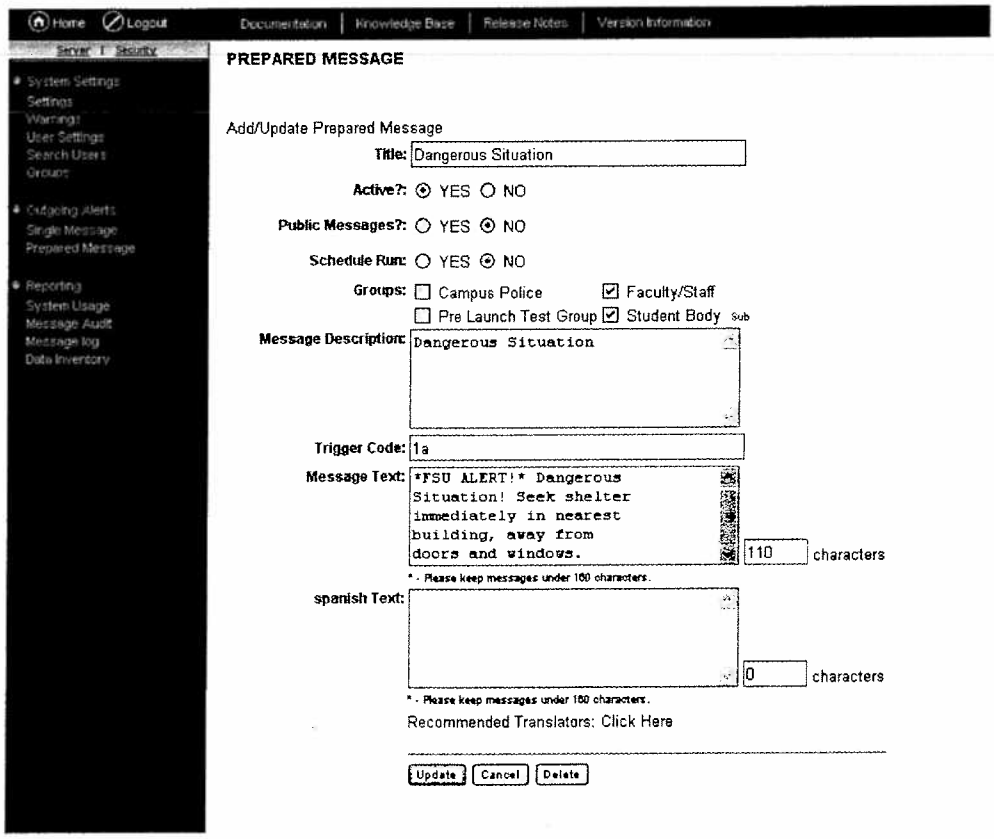
To add a prepared message, click the **Add** button.

The next screen will allow you to set up all of your settings for the prepared message.

The settings should be set up as follows:

Title:	Title of prepare message
Active:	Yes
Public Messages:	No
Schedule Run:	No
Groups:	Check each group you want the message to be sent to
Message Description:	Can be left blank or message description can be added
Trigger Code:	This can be any set of numbers or letters. This is the code used when activating external triggers.
Message Text:	Alert you want to send for this prepared message. This can be only 160 characters.

Click **Update** to create the prepared message.

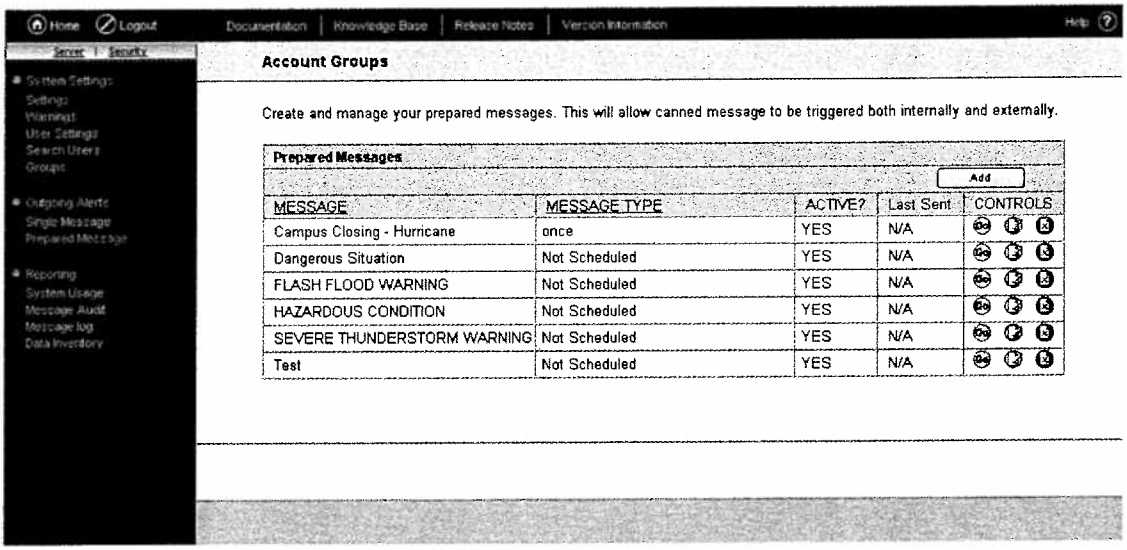


To send a prepared message, click on the button under **Controls** field next to the prepared message you want to send out.

The message will automatically be sent out to everybody in that group.

To edit the message, click on the button. This will pull up the same screen as when you're adding a prepared message.

To delete a prepare message, click on the button next to the message you want to delete.



3.3 – External Triggers

This allows an administrator to send an alert out via their cell phone.

Send a text message to **69310.**

Leave the subject line blank.

Enter the **Trigger Code** for that prepared message you want to send.

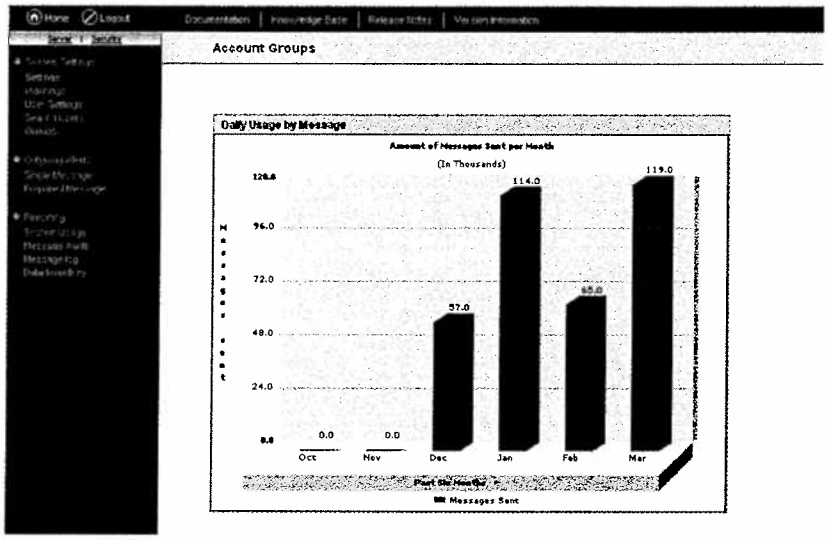
Hit send and that message will be sent to all the users in the prepared message.

4.0 Reporting

View incoming and outgoing message history, message logs and data inventory.

4.1 – System Usage

You can see at a quick glance how many messages you are sending out per month.

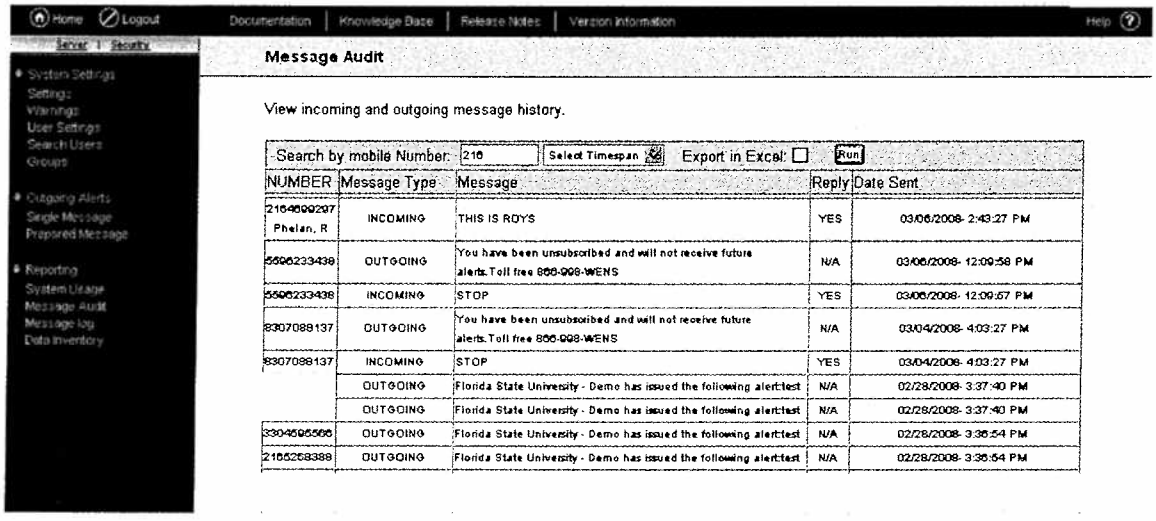


4.2 – Message Audit

View incoming and outgoing messages from users by cellular number.

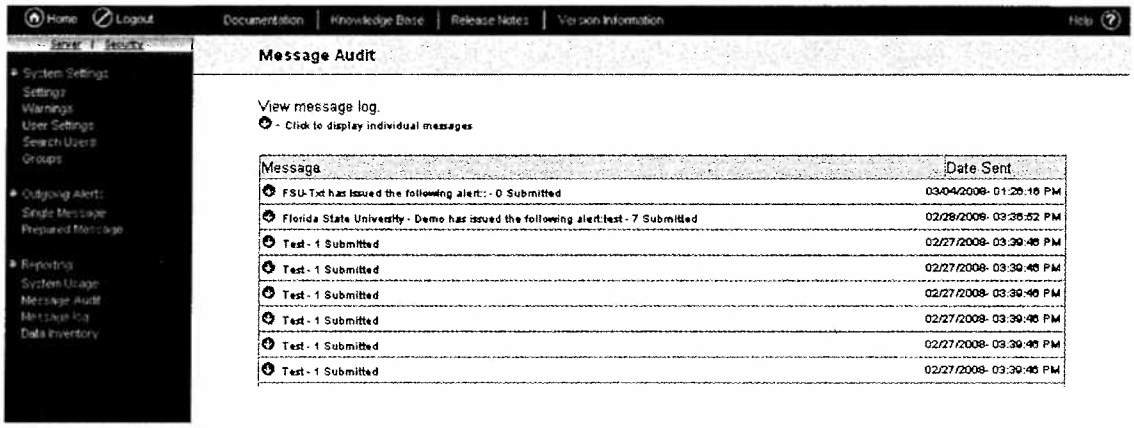
Incoming messages are highlighted in yellow.

You have the ability to search for a specific user and export the information into Excel.



4.3 – Message Log

Message Log gives you the ability to see all the messages you sent out and detailed information about the message.



To expand and the message to see the sent details, click on the ⊕ button.

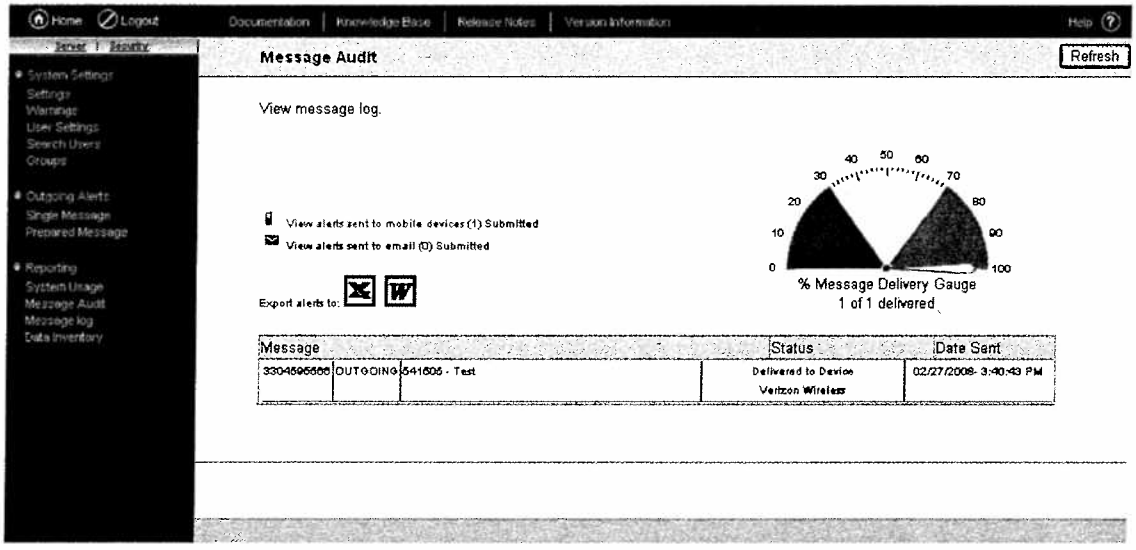
This will open the delivery gauge.

Note: The delivery gauge will change periodically depending on how often the carriers send delivery receipts.

To expand the message information click on View alerts sent to mobile devices (1) Submitted

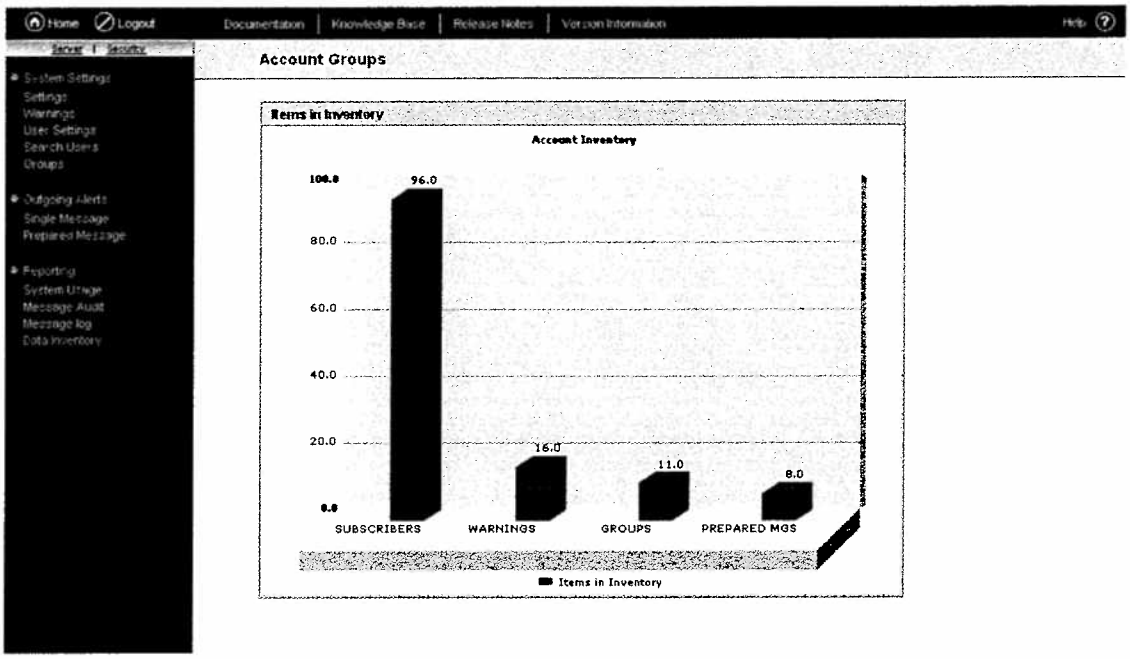
This will provide you with individual message details.

You have the ability export this information to Microsoft Excel or Word.



4.4 – Data Inventory

You can see at a quick glance how many subscribers are signed up and how many warnings, groups and prepared messages are set up.



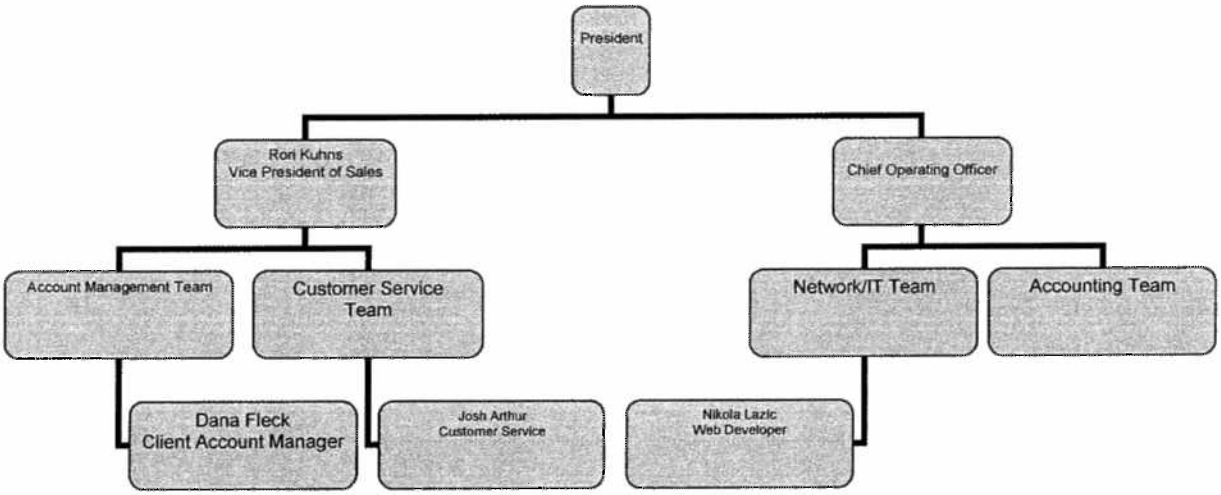
User Guide

Version: 1.0 March 7, 2008

Inspiron Logistics, LLC

Personnel and Staffing

The following Inspiron Logistics personnel will provide support for the Hidalgo County project:



Rori Kuhns, Vice President of Sales

Rori has joined Inspiron Logistics with over 17 years of sales, sales management and marketing experience spanning academic and B2B markets. She has focused almost exclusively on technology-driven products and solutions at start up or entrepreneurial organizations. Her team provides marketing and support materials for customers.

Dana Fleck, Client Account Manager

Dana has more than 8 years of client account management and project management experience. Dana has worked for a regional mobile carrier for 7 years, has worked on projects such as E911 and brings a wealth of knowledge about mobile technology.

Josh Arthur, Customer Service/Support

Josh was brought on board to assist in customer service and support for accounts like Hidalgo County. He is very familiar with the needs of customers.

Nikola Lazic, Senior Web Developer

Nikola is a very detailed developer working with clients on their unique requirements for using WENS. Nikola is also an expert in the WENS technology.

Insurance Requirement Acknowledgment

I, Ron Phelan, authorized representative for Inspiron Logistics llc, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ N/A General Liability: $ 1 million / occurrence
$2 million aggregate

☒ have already been met, see attached copy of insurance certificate.

Ron K Phelan
Authorized Representative

5/15/2008
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TG INSPI-2 | DATE (MM/DD/YYYY) 04/21/08

PRODUCER

SeibertKeck Insurance Agency
2950 W. Market Street
Akron OH 44333-3600
Phone: 330-867-3140 Fax: 330-865-6826

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

INSURED

Inspiron Logistics, Inc.
2251 Front Street Suite 105
Cuyahoga Falls OH 44221

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Westfield Insurance Company	
INSURER B:	Central Mutual Insurance	20230
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	04093008319	04/15/08	04/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ Excluded $ 2000000 $ Excluded
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CWP4266632	02/25/08	02/25/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

The certificate holder is named as an additional insured.Contingent BI/PD Included; Errors & Omission $1,000,000 w/$5000 deductible

CERTIFICATE HOLDER

PALMB-3

Palm Beach County, Florida
Care of Purchasing Department
50 South Military Trl,Ste 110
West Palm Beach FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Trista L. Glanco

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

The Certificate Holder is added to the Commercial General Liability policy for vicarious or contributory negligence for Bodily Injury or Property Damage caused in whole or in part by the acts or omissions of the Named Insured or those acting on behalf of the Named Insured. No coverage is provided for sole-negligence of the Additional Insured.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Inspiron Logistics llc, possess all of the APPLICABLE:

1. Licenses: na.
2. Bonds: na.
3. Certificates: see insurance certificate.
4. Permits: na.
5. Other: na.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Roy K Pruno
Authorized Signature

5/15/2008
Date

Inspiron Logistics llc
Company

2251 Front St Suite 105
Address

Cuyahoga Falls OH 44221
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

NONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Ray K Pm

Signature of person doing business with the governmental entity

5/15/2008

Date

Adopted 06/29/2007

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Inspiron Logistics llc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation (llc) ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2251 Front St. Suite 105

Requester's name and address (optional)

City, state, and ZIP code
Cuyahoga Falls OH 44221

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | | | |

or

Employer identification number
2 6 0 1 5 4 1 9 8 4 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Ron K Phu Date ► 5/15/2008

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Roy Phelan, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Roy K Phelan Chief Operating Officer

Subscribed and sworn to before me this 15 day of May 2008.

Dana Heck

Notary Public

My commission expires: August 6, 2011, 2008.

May 15, 2008
RE: Debarment Certification

Dear Ms. Salazar:

As requested in RFP NO: 2008-154-05-21-MSS Inspiron Logistics is free from suspension or debarment pursuant to federal regulation 45CFR76.

Sincerely,

Roy Phelan
Chief Operation Officer

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Inspiron Logistics LLC **Telephone No.** (866) 998-9367

dba Name: Same

Legal Name: Inspiron Logistics LLC

Mailing Address : 2251 Front Street **Fax No.** (330) 922-4750

Physical Address: 2251 Front Street, Suite 105

City, State, Zip Cuyahoga Falls, OH **Tax I.D. No.** 26-1549848

Remit to Address : 2251 Front Street 44221 **City, State, Zip** Cuyahoga Falls, Ohio 44221

E-Mail Address: rori.kuhns@inspiron logistics.com

Representative(s) Name(s) & Title(s) Rori A. Kuhns, VP of Sales

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Ohio **Date:** 2003 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Scott Detting, President and Roy Phelan, Chief Operating Officer

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒X No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Proposed Price Schedule for County of Hidalgo, Texas

Year 1-Account Set-up Fee (One time):	$1,800.00
Year 1-Monthly Account Service Fee:	$1,991.00
Year 1 Total Annualized:	$25,692.00
Less Multi-Year Discount	7%
Year 1 Total Annualized With Discount:	**$23,894.00**
Year 2 Total Annualized With Discount:	**$23,894.00**

The quote includes the following:

- Fully hosted account
- Implementation Project Plan
- Unlimited Group Administrator Accounts
- Unlimited Number of Users/Registrants
- Online Training for All Administrators
- 24/7/365 Customer Support

Onsite support would be billed an hourly rate of $80/hour and would incur reasonable Travel and Expenses that would be billed to Hidalgo County.

EXHIBIT "B"
FEE SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

Rori Kuhns, Vice –President of Sales and Marketing
INSPIRON LOGISTICS
2251 Front Street Suite 105
Cuyahoga Falls, OH 44221

Via email:
rori.kuhns@inspironlogistics.com

RE: Request of Best and Final Offer (BAFO)
Hidalgo County-"Emergency Alert System"-RFP

Dear Ms. Kuhns:

We are in receipt of your Scope of Services and Fee Schedule. However, as part of the negotiations process, we are requesting that you submit a Best and Final Offer (BAFO) on the rates submitted as follows and as attached hereto:

Type of Services	Fee Submitted	Best and Final Offer (BAFO)
Year 1-Account Set-up Fee (One time):	$1,800.00	$1,800.00
Year 1 –Monthly Account Service Fee	$1,991.00	$1,991.00
Year 1 –Total Annualized: ($1,991.00 x 12= $23,892.00 + $1,800.00)	$25,692.00	$25,692.00
Less Multi-Year Discount 7% ($1,798.00)	7%	10 %
Year 1 Total Annualized with Discount	$23,894.00	$23,123.00
Year 2 Total Annualized with Discount	$23,894.00	$21,503.00
Onsite Support	$80.00 hr. + Travel & Expenses	$80/hr plus T+E

The County is committed to negotiating a contract that will be beneficial to both parties. In this spirit of cooperation we ask that you respectfully re-consider the rates you are proposing and submit your Best and Final Offer (BAFO) by no later than 5:00 P.M. on Thursday, June 5, 2008.

Please submit your Best and Final Offer (BAFO) Via Facsimile No. (956) 318-2629 or Via Email moises.salazar@co.hidalgo.tx.us and mail the original to our office (2812 S. Bus. Hwy. 281, Edinburg, TX. 78539).

Thank you in advance for your prompt attention to this request. Should you have any questions or require additional information, please do not hesitate to contact me (956) 292-7000 x-4863.

Approved

Respectfully,

Moises Salazar, Buyer II
Hidalgo County Purchasing Department

Encl.

xc: Mario Betancourt (mario.betancourt@co.hidalgo.tx.us)
File

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TG INSPI-2 | DATE (MM/DD/YYYY) 06/11/08

PRODUCER

SeibertKeck Insurance Agency
2950 W. Market Street
Akron OH 44333-3600
Phone: 330-867-3140 Fax: 330-865-6826

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

INSURED

Inspiron Logistics, Inc.
2251 Front Street Suite 105
Cuyahoga Falls OH 44221

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	
INSURER B: Central Mutual Insurance	20230
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	04093008319	04/15/08	04/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ Excluded $ 2000000 $ Excluded
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CWP4266632	02/25/08	02/25/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

The certificate holder is named as an additional insured.Contingent BI/PD Included; Errors & Omission $1,000,000 w/$5000 deductible

CERTIFICATE HOLDER

HIDAL-1

The County of Hildago
Purchasing Department
2812 S. Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Trista L. Glanco

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

COLUMBUS, OHIO 43215-2256

CERTIFICATE OF PREMIUM PAYMENT

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information call 1-800-OHIOBWC.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

1544904 [illegible]/18/2008 THRU 08/31/2008

INSPIRON LOGISTICS
229 RIVERFRONT PKWY
CUYAHOGA FALLS OH 44221-2580

ohiobwc.com

Marsha P. Ryan

ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

OHIO BUREAU OF WORKERS' COMPENSATION

REQUIRED POSTING

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

THIS LANGUAGE MUST BE POSTED WITH THE CERTIFICATE OF COVERAGE

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Emergency Management Network >>

FACSIMILE TRANSMITTAL SHEET

TO: MOISES SALAZAR

FROM: RORI A. KUHNS

FAX NUMBER: 956-318-2629

DATE: JUNE 12 2008

REGARDING:
Workers comp

TOTAL NO. OF PAGES INCLUDING COVER: 2

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

www.inspironlogistics.com

2551 FRONT STREET
SUITE 105
CUYAHOGA FALLS, OHIO44221
(877) 998-9367
FAX: (330) 922-4750

AI-9750 **17.A.6.**

Three (3) New 2008 Double Cab Trucks
CC REGULAR

Date: 06/17/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval for award of bid to vendor ("Frank Smith Toyota") meeting all required specifications/requirements for: Bid No: 2008-299-06-11-VYG-Hidalgo County District Attorney's Office-Three (3) New 2008 Double Cab Trucks" in an amount not to exceed the total of $61,167.30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1222-412-00-080-006-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for req #131959 $61,167.30 for Frank Smith Toyota as of 6-13-08.

Attachments

Link: Participation Log
Link: Tabulation Sheet
Link: Grid
Link: Frank Smith's Response
Link: Bert's Ogden Motors
Link: Caldwell Country's Response

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:58 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:29 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/13/2008 08:42 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 02:29 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:31 PM	APRV

Form Started By: Vangie Garcia

Started On: 06/11/2008 04:15 PM

Final Approval Date: 06/13/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: JUNE 11, 2008 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY – THREE (3) NEW 2008 DOUBLE CAB TRUCKS"

BID NO: 2008-299-06-11-VYG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
FRANK SMITH TOYOTA RICK ESCOBAR: SALES CONSULTANT EMAIL: mclair@franksmithtoyota.com	BLM AND EMAIL	VANGIE Y. GARCIA	05/30/08	1625 E. EXP. 83 PHARR, TEXAS 78577 (P) 956-497-3252 (F) 956-632-5323
CARDENAS RINGO GOMEZ EMAIL: r.gomez0124@yahoo.com	BLM AND EMAIL	VANGIE Y. GARCIA	05/30/08	210 N. LOOP 499 HARLINGEN, TEXAS 78550 (P) 956-425-6000 (F) 956-421-3596 © 956-688-7744
PAYNE WESLACO FORD GUS SALAS EMAIL: renoa@paynegroup.com	BLM AND EMAIL	VANGIE Y. GARCIA	05/30/08	800 E. EXP. 83 WESLACO, TX 78596 (P) 956-968-3151
RODRIGUEZ FORD ROBERT GARCIA EMAI: robert.garcia@rodriguezfordmerc.com	BLM AND EMAIL	VANGIE Y. GARCIA	05/30/08	NW CORNER HWY. 77 & SPUR 56 RAYMONDVILLE, TX. 78580 (P) 956-689-2452 (F) 956-689-5033
BERT OGDEN MOTORS FRED DE LA GARZA EMAIL: fredd@bertogden.com	BLM AND EMAIL	VANGIE Y. GARCIA	05/30/08	4221 S. US HWY. 281 EDINBURG, TEXAS 78539 (P) 956-381-4444
CHARLES CLARK DEWAIN RITCHIE	BLM	VANGIE Y. GARCIA	05/30/08	801 BUSINESS 83 MCALLEN, TEXAS 78501 (P) 956-686-5441 (F) 956-686-2830
PHILPOTT MOTORS MICHAEL WILEY/ALAN WILEY EMAIL: trucksgov@aol.com	EMAIL	VANGIE Y. GARCIA	05/30/08	1901 COUNTRY ROAD 176 GATESVILLE, TEXAS 76528.(P) 888-858-7801
HACIENDA FORD SAMUEL NUNEZ EMAIL: samnunez_2005@yahoo.com	BLM AND EMAIL	VANGIE Y. GARCIA	05/30/08	3010 WEST UNIVERISTY DR. EDINBURG, TEXAS 78539 (P) 956-383-7149 (F) 956-383-2422
CALDEWELL COUNTRY CHEVROLET AVERYT KNAPP EMAIL: lwoods@caldwellcountry.com	BLM AND EMAIL	VANGIE Y. GARCIA	05/30/08	800 EAST HWY. 21 CALDWELL, TEXAS 77836 (P) 979-567-1500 (F)979-567-3375

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DISTRICT ATTORNEY

BID OPENING DATE: JUNE 11, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "THREE (3) NEW 2008 DOUBLE CAB TRUCKS"

BID NO: 2008-299-06-11-VYG	**BUYER II: VANGIE Y. GARCIA**

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	CALDWELL COUNTRY CALDEWELL, TEXAS	$18,471.00 CHEVROLET COLORADO CREW CAB	$55,413.00
#2	BERT OGDEN MOTORS EDINBURG, TEXAS	$28,799.85 2009 GMC CANYON EXTENDED CAB	$86.408.55
#3	FRANK SMITH TOYOTA PHARR, TEXAS	$20,389.10 2008 TACOMA DOUBLE CAB	$61,167.30
#4			
#5			
#6			
#7			
#8			
#9			
#10			

HIDALGO COUNTY DISTRICT ATTORNEY
"THREE (3) NEW 2008 DOUBLE CAB TRUCKS"
BID NO: 2008-299-06-11-VYG

NO:	DISTRICT ATTORNEY'S SPECIFICATIONS THREE)3) NEW 2008 DOUBLE CAB TRUCKS	FRANK SMITH	BERT OGDEN MOTORS	CALDWELL COUNTRY
1	**YEAR/MODEL/QUANTITY:** Three (3) New 2008 Double Cab-4x2 **Example: Tacoma-Colorado-Ranger(same as or equivalent)**	2008 DOUBLE CAB TOYOTA TACOMA	2009 GMC CANYON EXTENDED CAB	CHEVROLET COLORADO CREW CAB
2	**MECHANICAL/PERFORMANCE:** 236 HP. 4.oL V6 DOHC 24 V Engine w/VVT-1 **(same as or equivalent)**	236 HP. 4.0 V-6 24 V ENGINE	ENGINE-3.7k /DOHC 5 CYLINDER MFI	3.7L V5
3	5-Speed EC-1 Automatic Transmission **(same as or equivalent)**	5 SPEED EC-1 AUTOMATIC TRANS.	4 SPEED AUTO TRANS	√
4	Coil Over Shock Double A-Arm Fr. Susp. **(same as or equivalent)**	COIL OVER SHOCK DOUBLE A-ARM FR. SUSP.	INCOMPLETE	√
5	Multi-Leaf Rr Susp. w/Staggered **(same as or equivalent)**	MULTI-LEAF RV.SUSP. W/STABERED SHOCKS	INCOMPLETE	√
6	Outboard Mounted Shocks **(same as or equivalent)**	OUTBOARD MOUNTED SHOCKS	INCOMPLETE	√
7	Front Stabilizer Bar **(same as or equivalent)**	FRONT STABILIZER BAR	INCOMPLETE	√
8	Power Assisted Rack and Pinion Steering **(same as or equivalent)**	POWER ASSISTED RACK & PINION	INCOMPLETE	√
9	Power Assisted Fr Disc/Rr Drum Brakes **(same as or equivalent)**	POWER ASSISED FR. DIS./RV. DRUM BRAKES	INCOMPLETE	√
10	16"Styled Steel Whis, P245/75R16 Tires **(same as or equivalent)**	16"STYLED STEEL WHEEL P245/75R16 TIRES	INCOMPLETE	P225/75R15(5)
11	**SAFETY:** 4 Wheel ABS w/Electronic Brakeforce **(same as or equivalent)**	4 WHEEL ABS/ELECTROINC BRAKE FORCE	INCOMPLETE	√
12	Distribution (EBD) and Brake Assist (BA) **(same as or equivalent)**	DISTRIBUTION W/BRAKE ASSIST	INCOMPLETE	√
13	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	DR. & FR. ADVANCE AIRBAG	INCOMPLETE	√
14	Dr & Fr Pass 3pt. Seatbelts **(same as or equivalent)**	DR. & FR. PASS 3 PT. SEAT BELTS	INCOMPLETE	√
15	Pretensioners & Force Limiters **(same as or equivalent)**	PRETENSIONERS & FORCE LIMITERS	INCOMPLETE	√

16	Rr 3pt. Seatbelts & Adj Headrest **(same as or equivalent)**	Rr. 3PT SEATBELTS ADJUST. HEADREST	INCOMPLETE	√
17	CRS Lower (ISOFIX) & Top Tether Anchors **(same as or equivalent)**	CRS LWER TOP TETHER ANCHORS	INCOMPLETE	√
18	Side Door Impact Beams **(same as or equivalent)**	SIDE DOOR IMPACT BEAMS	INCOMPLETE	√
19	Tire Pressure Monitoring System **(same as or equivalent)**	TIRE PRESSURE MONITORING SYSTEM	INCOMPLETE	√
20	**EXTERIOR:** Black Grille/Fr Bumper/Overfenders **(same as or equivalent)**	BLACKGRILLE/FR. BUMPER/OVERFENDERS	INCOMPLETE	√
21	Handles/Outside Mirrors **(same as or equivalent)**	HANDLES/OUTSIDE MIRRORS	INCOMPLETE	√
22	Argent Grille Surround, Rear Bumper **(same as or equivalent)**	ARGENT GRILLE SURROUND, REAR BUMPER	INCOMPLETE	√
23	SMC Composite Inner Bed w/Steel Outer **(same as or equivalent)**	SMC COMPOSITE INNER BED/STEEL	INCOMPLETE	√
24	Panels, Removable Tailgate & Rail Caps **(same as or equivalent)**	PANELS, REMOVABLE TAILGATES	INCOMPLETE	√
25	Deck Rail System w/4 Adj Tie-Down Cleats **(same as or equivalent)**	DECK RAIL SYSTEM W/4 ADJ. TIE DOWNS	INCOMPLETE	√
26	**INTERIOR** Cloth Bucket Front Seats w/Pass-side **(same as or equivalent)**	CLOTH BUCKET FRT. SEASTS W/PASS-SIDE	INCOMPLETE	√
27	Fold-flat, Driver-Side Lumbar Support **(same as or equivalent)**	FOLD FLAT DDRIVER SIDE LUMBAR SUPPORT	INCOMPLETE	√
28	Adj Headrests **(same as or equivalent)**	ADJ. HEADREST	INCOMPLETE	√
29	60/40 Split Rr Bench w/Underseat & Rr **(same as or equivalent)**	60/40 SPLIT R BENCH W/UNDERSEAT	INCOMPLETE	√
30	Bulkhead Storage **(same as or equivalent)**	BULKHEAD STORAGE	INCOMPLETE	√
31	Factory AC and Heater Unit **(same as or equivalent)**	FACTORY A/C AND HEATER UNIT	INCOMPLETE	√

32	Pwr Windows/Door Locks/Mirrors **(same as or equivalent)**	POWER WINDOWS/DOOR LOCKS, MIRRORS	INCOMPLETE	√
33	AM/FM Radio/CD w/Antenna, speakers **(same as or equivalent)**	AM/FM RADIO W/CD	INCOMPLETE	√
34	Tilt/Telescoping Steering Wheel **(same as or equivalent)**	TILT/TELESCOPING STEERING WHEEL	INCOMPLETE	√
35	Engine Immobilizer **(same as or equivalent)**	ENGINE IMMOBILIZER	INCOMPLETE	√
36	Aux Power Point **(same as or equivalent)**	AUX. POWE POINT	INCOMPLETE	√
37	LED-Illuminated Gauges **(same as or equivalent)**	LED-ILLUMINATED GAUGES	INCOMPLETE	√
38	**GALLON CAPACITY** 21.1 **(same as or equivalent)**	21.0 FUEL TANK	INCOMPLETE	√
39	**MISCELLANEOUS** Complete full size spare tire, jack and tool **(same as or equivalent)**	COMPLETE FULL SIZE SPARE	INCOMPLETE	√
40	State Inspection Sticker **(same as or equivalent)**	STATE INSPECTION STICKER	INCOMPLETE	√
41	Heavy Duty Floor Mats **(same as or equivalent)**	FLOOR MATS	INCOMPLETE	√
42	Heavy Duty Radiator **(same as or equivalent)**	HD RADIATOR	INCOMPLETE	√
43	Auxiliary lighting in bed & under hood **(same as or equivalent)**	AUX LIGHTING IN BED/ROOF	INCOMPLETE	√
44	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	N/A	INCOMPLETE	√
45	Tinted glass windows **(same as or equivalent)**	.N/A	INCOMPLETE	√
46	Intermittent wipers **(same as or equivalent)**	INTERMITENT WIPERS	INCOMPLETE	√
47	Electronic Backup Alarm **(same as or equivalent)**	N/A	INCOMPLETE	√

48	Towing Package **(same as or equivalent)**	N/A	INCOMPLETE	√
49	Warranty – Please state	3 YEAR BUMPER TO BUMPER	BASIC: 3 YRS/36,000 DRIVE TRAIN: 5 YRS/100,000 MILES	3 YRS/36K & 5 YR/100K POWER TRAIN
50	Delivery Date – Please State	ONE WEEK	10-12 WEEKS	60-90
51	Color: To be chosen upon award	SILVER, MAROON, SAND	INCOMPLETE	√
52	Title Documentation To Be Included	YES	INCOMPLETE	√
COST FOR EACH		**$20,389.10**	$28,799.85	$18,471.00
TOTAL AMOUNT		**$61,167.30**	$86,408.55	$55,413.00

BERT OGDEN AND CALDWELL COUNTRY DID NOT MEET THE FOLLOWING SPECIFICATION AS REQUESTED IN THE COUNTY'S SAME AS OR EQUIVELANT SPECIFICATIONS. NOT BIDDING ON SAME AS OR EQUIVALENT TO, INFORMATION IS LESS THAN WHAT COUNTY'S SPECIFICATIONS (SAME AS OR EQUIVALENT TO) ARE. ONE OF THE VENDORS IS INCOMPETE ON SOME OF THE ITEMS-IT STATES TO SEE WINDOW STICKER BUT IT WAS NOT SUMBITTED IN THEIR RFB AS STATED.

County's Specifications (same as or equivalent to)	BERT OGDEN MOTORS	CALDWELL COUNRTY
#02 - Mechanical Performance: 236 HP. 4.0L-V6 DOHC 24 V Engine W/VVT-1	3.7L DOHC 5 CYLINDER MFI	3.7L V5 24 HP
#03 – 5-Speed EC-1 Automatic Transmission (same as or equivalent to)	4 Speed Automatic Transmission	
#10 – 16" Styled Steel Whis. P245/75R16 Tires (same as or equivalent to)		P225/75R15

RECOMMENDING TO AWARD TO VENDOR MEETING ALL REQUIRED SPECIFICATION (SAME AS OR EQUIVALENT TO) AS REQUESTED IN RFB PROJECT.

Bid for
HIDALGO COUNTY DISTRICT ATTORNEY
"THREE (3) NEW 2008 DOUBLE CAB TRUCKS"
BID NO.: 2008-299-06-11-VYG

To: Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: Frank Smith Toyota
Address: 1625 W Exp 83 Pharr Tx 78577
By: Adrian Aramburo
Printed Name: Adrian Aramburo
Title: New Car Sales Manager.

BID PAGE
RFB NO: 2008-229-06-11

THREE (3) NEW 2008-DOUBLE CAB TRUCK
(Example: Tacoma – Colorado – Ranger (same as or equivalent)

Unit Price: $ 20,389.10

Total Price For Three (3) New 2008 Double Cab Truck:$ 61,167.30

Sixty One Thousand One Hundred Sixty Seven DOLLARS

and thirty CENTS

Vehicle Model & Identification Number	no later than one wk after awarded.
Delivery Date	1wk after award letter.
Warranty Period	3yrs 36000 miles Bumper to Bumper
Cost and period of Extended Warranty, if available	
Bidder/Company Name	Frank Smith Toyota
Address	1625 W. Expressway 83
City/State/Zip Code	Pharr TX, 78577
Phone & Fax No.'s	ph. 956-784-3300 fax: 956-784-3366
Authorized Signature	J. Adrian Aramburo
Printed Name	Adrian Aramburo
Title	New Car Sales Manager

HIDALGO COUNTY DISTRICT ATTORNEY
THREE (3) NEW 2008 DOUBLE CAB TRUCKS
RFB NO: 2008-229-06-11

SPECIFICATIONS FOR: **THREE (3) NEW 2008-DOUBLE CAB TRUCK**
(Example: Tacoma-Colorado-Ranger (same as or equivalent)

	Minimum Specifications		Bidder's Specifications: (Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)
01	**YEAR/MODEL/QUANTITY:** Three (3) New 2008 Double Cab-4x2 **Example: Tacoma-Colorado-Ranger (same as or equivalent)**	01	2008 Tacoma DBL CAB
02	**MECHANICAL/PERFORMANCE:** 236 HP. 4.oL V6 DOHC 24 V Engine w/VVT-1 **(same as or equivalent)**	02	236 HP 4.0 L DOHC 24V Engine W/VVTF
03	5-Speed EC-1 Automatic Transmission **(same as or equivalent)**	03	5 Speed EC-1 Auto Trans.
04	Coil Over Shock Double A-Arm Fr. Susp. **(same as or equivalent)**	04	Coil over Shock DBL A-ARM FT SUSP.
05	Multi-Leaf Rr Susp. w/Staggered **(same as or equivalent)**	05	Multi-Leaf Rr. Susp. W/ Staggered
06	Outboard Mounted Shocks **(same as or equivalent)**	06	out board mounted Shocks
07	Front Stabilizer Bar **(same as or equivalent)**	07	Front Stabalizer Bar
08	Power Assisted Rack and Pinion Steering **(same as or equivalent)**	08	Pwr Assisted Rack & Pinion
09	Power Assisted Fr Disc/Rr Drum Brakes **(same as or equivalent)**	09	Pwr Assisted Fr. Disc/ Rr Drum Brakes
10	16"Styled Steel Whis, P245/75R16 Tires **(same as or equivalent)**	10	16" Styled Steel Wheel
11	**SAFETY:** 4 Wheel ABS w/Electronic Brakeforce **(same as or equivalent)**	11	4 Wheel ABS w/ Elect Brakeforce
12	Distribution (EBD) and Brake Assist (BA) **(same as or equivalent)**	12	Distribution and Brake Assist
13	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	13	Dr. & Fr. Advanced Airbag
14	Dr & Fr Pass 3pt. Seatbelts **(same as or equivalent)**	14	Dr. & Fr. Pass 3pt Seat belts
15	Pretensioners & Force Limiters	15	Pretensioners & Force Limited

	(same as or equivalent)		
16	Rr 3pt. Seatbelts & Adj Headrest **(same as or equivalent)**	16	Rr. 3pt Seatbelts & Adj Headrest
17	CRS Lower (ISOFIX) & Top Tether Anchors **(same as or equivalent)**	17	CRS Lower (ISOFIX) Tether Anchors
18	Side Door Impact Beams **(same as or equivalent)**	18	Side Door Impact Beams
19	Tire Pressure Monitoring System **(same as or equivalent)**	19	Tire Pressuring Monitor System
20	**EXTERIOR:** Black Grille/Fr Bumper/Overfenders **(same as or equivalent)**	20	Black Grille Fr Bumper/Overfenders
21	Handles/Outside Mirrors **(same as or equivalent)**	21	Handles/Outside Mirrors
22	Argent Grille Surround, Rear Bumper **(same as or equivalent)**	22	Argent Grille Surround, Rr Bumper
23	SMC Composite Inner Bed w/Steel Outer **(same as or equivalent)**	23	SMC Composite Inner Bed/Steel
24	Panels, Removable Tailgate & Rail Caps **(same as or equivalent)**	24	Panels Removable Tailgate
25	Deck Rail System w/4 Adj Tie-Down Cleats **(same as or equivalent)**	25	Deck Rail System w/4 Adj Tie-Down Cleats
26	**INTERIOR** Cloth Bucket Front Seats w/Pass-side **(same as or equivalent)**	26	Cloth Bucket Fr. Seats w/ Pass Side
27	Fold-flat, Driver-Side Lumbar Support **(same as or equivalent)**	27	Fold-Flat Dr Side Lumbar Support
28	Adj Headrests **(same as or equivalent)**	28	Adj Headrest
29	60/40 Split Rr Bench w/Underseat & Rr **(same as or equivalent)**	29	60/40 Split Rr. Bench w/ Underseat & Rr.
30	Bulkhead Storage **(same as or equivalent)**	30	Bulkhead Storage
31	Factory AC and Heater Unit **(same as or equivalent)**	31	Factory AC/Heater Unit
32	Pwr Windows/Door Locks/Mirrors **(same as or equivalent)**	32	Pwr. Windows/Locks/Mirrors
33	AM/FM Radio/CD w/Antenna, speakers **(same as or equivalent)**	33	AM/FM Radio/CD w/Antenna
34	Tilt/Telescoping Steering Wheel **(same as or equivalent)**	34	Tilt/Telescopic Steering Wheel

35	Engine Immobilizer **(same as or equivalent)**	35	Engine Immobilizer
36	Aux Power Point **(same as or equivalent)**	36	Aux Power Point
37	LED-Illuminated Gauges **(same as or equivalent)**	37	LED - Illuminated Gauges
38	**GALLON CAPACITY** 21.1 **(same as or equivalent)**	38	21.1 Gallon
39	**MISCELLANEOUS** Complete full size spare tire, jack and tool **(same as or equivalent)**	39	Complete full size spare
40	State Inspection Sticker **(same as or equivalent)**	40	State Inspection Sticker
41	Heavy Duty Floor Mats **(same as or equivalent)**	41	Floor Mats
42	Heavy Duty Radiator **(same as or equivalent)**	42	HD Radiator
43	Auxiliary lighting in bed & under hood **(same as or equivalent)**	43	Aux Lighting in Bed/Hood
44	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	44	N/A
45	Tinted glass windows **(same as or equivalent)**	45	N/A
46	Intermittent wipers **(same as or equivalent)**	46	Intermitted Wipers
47	Electronic Backup Alarm **(same as or equivalent)**	47	N/A
48	Towing Package **(same as or equivalent)**	48	N/A
49	Warranty – Please state	49	3 year Bumper to Bumper 36K. 5 year 60K Trans. & Engine
50	Delivery Date – Please State	50	
51	Color: To be chosen upon award	51	Colors Requested - Silver, Maroon, Sand,
52	Title Documentation To Be Included	52	Yes, Title + Lic Fees Incl.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Bid for
HIDALGO COUNTY DISTRICT ATTORNEY
"THREE (3) NEW 2008 DOUBLE CAB TRUCKS"
BID NO.: 2008-299-06-11-VYG

To: Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: BERT OGDEN MOTORS, INC.

Address: 4221 South Hwy 281 Edinburg, TX 78539

By: [signature]

Printed Name: Fernando de la Garza

Title: Commercial Truck Manager

BID PAGE
RFB NO: 2008-229-06-11

THREE (3) NEW 2008-DOUBLE CAB TRUCK
(Example: Tacoma – Colorado – Ranger (same as or equivalent)

Unit Price: $ 28,799.85

Total Price For Three (3) New 2008 Double Cab Truck:$ 86,408.55

Eighty Six thousand four hundred eight DOLLARS

and fifty five CENTS

Vehicle Model & Identification Number	order unit
Delivery Date	10 - 12 weeks from AWARD
Warranty Period	STARTS DATE of Delivery
Cost and period of Extended Warranty, if available	N/A
Bidder/Company Name	Bert Ogden Motors, Inc.
Address	4221 S. Hwy 281
City/State/Zip Code	Edinburg, TX 78539
Phone & Fax No.'s	956-381-4444
Authorized Signature	
Printed Name	Fernando dela Garza
Title	Commercial Truck Manager

HIDALGO COUNTY DISTRICT ATTORNEY
THREE (3) NEW 2008 DOUBLE CAB TRUCKS
RFB NO: 2008-229-06-11

SPECIFICATIONS FOR: **THREE (3) NEW 2008-DOUBLE CAB TRUCK**
(Example: Tacoma-Colorado-Ranger (same as or equivalent)

	Minimum Specifications		Bidder's Specifications: (Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)
01	**YEAR/MODEL/QUANTITY:** Three (3) New 2008 Double Cab-4x2 **Example: Tacoma-Colorado-Ranger (same as or equivalent)**	01	2009 GMC CANYON 2WD EXTENDED CAB 125.9" SLE 1 TS15653
02	**MECHANICAL/PERFORMANCE:** 236 HP, 4.oL V6 DOHC 24 V Engine w/VVT-1 **(same as or equivalent)**	02	ENGINE: 3.7L DOHC 5Cylinder MFI
03	5-Speed EC-1 Automatic Transmission **(same as or equivalent)**	03	4 speed automatic Transmission
04	Coil Over Shock Double A-Arm Fr. Susp. **(same as or equivalent)**	04	See ATTACHED WINDOW Sticker
05	Multi-Leaf Rr Susp. w/Staggered **(same as or equivalent)**	05	
06	Outboard Mounted Shocks **(same as or equivalent)**	06	
07	Front Stabilizer Bar **(same as or equivalent)**	07	
08	Power Assisted Rack and Pinion Steering **(same as or equivalent)**	08	
09	Power Assisted Fr Disc/Rr Drum Brakes **(same as or equivalent)**	09	
10	16"Styled Steel Whis, P245/75R16 Tires **(same as or equivalent)**	10	
11	**SAFETY:** 4 Wheel ABS w/Electronic Brakeforce **(same as or equivalent)**	11	
12	Distribution (EBD) and Brake Assist (BA) **(same as or equivalent)**	12	
13	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	13	
14	Dr & Fr Pass 3pt. Seatbelts **(same as or equivalent)**	14	
15	Pretensioners & Force Limiters	15	

	(same as or equivalent)		
16	Rr 3pt. Seatbelts & Adj Headrest (same as or equivalent)	16	See ATTACHED window STICKER
17	CRS Lower (ISOFIX) & Top Tether Anchors (same as or equivalent)	17	
18	Side Door Impact Beams (same as or equivalent)	18	
19	Tire Pressure Monitoring System (same as or equivalent)	19	
20	**EXTERIOR:** Black Grille/Fr Bumper/Overfenders (same as or equivalent)	20	
21	Handles/Outside Mirrors (same as or equivalent)	21	
22	Argent Grille Surround, Rear Bumper (same as or equivalent)	22	
23	SMC Composite Inner Bed w/Steel Outer (same as or equivalent)	23	
24	Panels, Removable Tailgate & Rail Caps (same as or equivalent)	24	
25	Deck Rail System w/4 Adj Tie-Down Cleats (same as or equivalent)	25	
26	**INTERIOR** Cloth Bucket Front Seats w/Pass-side (same as or equivalent)	26	
27	Fold-flat, Driver-Side Lumbar Support (same as or equivalent)	27	
28	Adj Headrests (same as or equivalent)	28	
29	60/40 Split Rr Bench w/Underseat & Rr (same as or equivalent)	29	
30	Bulkhead Storage (same as or equivalent)	30	
31	Factory AC and Heater Unit (same as or equivalent)	31	
32	Pwr Windows/Door Locks/Mirrors (same as or equivalent)	32	
33	AM/FM Radio/CD w/Antenna, speakers (same as or equivalent)	33	
34	Tilt/Telescoping Steering Wheel (same as or equivalent)	34	

35	Engine Immobilizer **(same as or equivalent)**	35	see ATTACHED Window Sticker
36	Aux Power Point **(same as or equivalent)**	36	
37	LED-Illuminated Gauges **(same as or equivalent)**	37	
38	**GALLON CAPACITY** 21.1 **(same as or equivalent)**	38	
39	**MISCELLANEOUS** Complete full size spare tire, jack and tool **(same as or equivalent)**	39	
40	State Inspection Sticker **(same as or equivalent)**	40	
41	Heavy Duty Floor Mats **(same as or equivalent)**	41	
42	Heavy Duty Radiator **(same as or equivalent)**	42	
43	Auxiliary lighting in bed & under hood **(same as or equivalent)**	43	
44	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	44	
45	Tinted glass windows **(same as or equivalent)**	45	
46	Intermittent wipers **(same as or equivalent)**	46	
47	Electronic Backup Alarm **(same as or equivalent)**	47	
48	Towing Package **(same as or equivalent)**	48	
49	Warranty – Please state	49	BASIC: 3yrs/36,000mile Drive train: 5yrs/100,000miles
50	Delivery Date – Please State	50	10-12WEEKS from AWARD
51	Color: To be chosen upon award	51	
52	Title Documentation To Be Included	52	

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Bid for
HIDALGO COUNTY DISTRICT ATTORNEY
"THREE (3) NEW 2008 DOUBLE CAB TRUCKS"
BID NO.: 2008-299-06-11-VYG

To: Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: Caldwell County Chevrolet
Address: PO Box 27, Caldwell, Tx 77836
By: [signature]
Printed Name: Avery Knapp
Title: Fleet

BID PAGE
RFB NO: 2008-229-06-11

THREE (3) NEW 2008-DOUBLE CAB TRUCK
(Example: Tacoma – Colorado – Ranger (same as or equivalent)

Unit Price: $ 18,471.00

Total Price For Three (3) New 2008 Double Cab Truck:$ 55,413.

Fifty five thousand four hundred thirteen DOLLARS

and NO CENTS

Vehicle Model & Identification Number	N/A
Delivery Date	90
Warranty Period	3yr/36k Bumper to Bumper
Cost and period of Extended Warranty, if available	5yr/100,000 Powertrain @ NO Ded 100 charge
Bidder/Company Name	Caldwell County Chevrolet
Address	P.O. Box 27
City/State/Zip Code	Caldwell, Tx 77836
Phone & Fax No.'s	979-567-6116 (D) 979-567-0855
Authorized Signature	
Printed Name	Avery Knapp
Title	Fleet

HIDALGO COUNTY DISTRICT ATTORNEY
THREE (3) NEW 2008 DOUBLE CAB TRUCKS
RFB NO: 2008-229-06-11

SPECIFICATIONS FOR: **THREE (3) NEW 2008-DOUBLE CAB TRUCK**
(Example: Tacoma-Colorado-Ranger (same as or equivalent)

Chevy equals

	Minimum Specifications		Bidder's Specifications: (Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)
01	**YEAR/MODEL/QUANTITY:** Three (3) New 2008 Double Cab-4x2 **Example: Tacoma-Colorado-Ranger (same as or equivalent)**	01	Chevrolt Colorado 4dr. LT Crew Cab CS1543
02	**MECHANICAL/PERFORMANCE:** 236 HP. 4.oL V6 DOHC 24 V Engine w/VVT-1 **(same as or equivalent)**	02	3.7L V5 @ 242 hp
03	5-Speed EC-1 Automatic Transmission **(same as or equivalent)**	03	✓
04	Coil Over Shock Double A-Arm Fr. Susp. **(same as or equivalent)**	04	✓
05	Multi-Leaf Rr Susp. w/Staggered **(same as or equivalent)**	05	✓
06	Outboard Mounted Shocks **(same as or equivalent)**	06	✓
07	Front Stabilizer Bar **(same as or equivalent)**	07	✓
08	Power Assisted Rack and Pinion Steering **(same as or equivalent)**	08	✓
09	Power Assisted Fr Disc/Rr Drum Brakes **(same as or equivalent)**	09	✓
10	16"Styled Steel Whis, P245/75R16 Tires **(same as or equivalent)**	10	✓ P225/75R15(5)
11	**SAFETY:** 4 Wheel ABS w/Electronic Brakeforce **(same as or equivalent)**	11	✓
12	Distribution (EBD) and Brake Assist (BA) **(same as or equivalent)**	12	✓
13	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	13	✓
14	Dr & Fr Pass 3pt. Seatbelts **(same as or equivalent)**	14	✓
15	Pretensioners & Force Limiters	15	✓

	(same as or equivalent)		
16	Rr 3pt. Seatbelts & Adj Headrest **(same as or equivalent)**	16	V
17	CRS Lower (ISOFIX) & Top Tether Anchors **(same as or equivalent)**	17	V
18	Side Door Impact Beams **(same as or equivalent)**	18	V
19	Tire Pressure Monitoring System **(same as or equivalent)**	19	V
20	**EXTERIOR:** Black Grille/Fr Bumper/Overfenders **(same as or equivalent)**	20	V
21	Handles/Outside Mirrors **(same as or equivalent)**	21	L
22	Argent Grille Surround, Rear Bumper **(same as or equivalent)**	22	L
23	SMC Composite Inner Bed w/Steel Outer **(same as or equivalent)**	23	
24	Panels, Removable Tailgate & Rail Caps **(same as or equivalent)**	24	L
25	Deck Rail System w/4 Adj Tie-Down Cleats **(same as or equivalent)**	25	L
26	**INTERIOR** Cloth Bucket Front Seats w/Pass-side **(same as or equivalent)**	26	V
27	Fold-flat, Driver-Side Lumbar Support **(same as or equivalent)**	27	L
28	Adj Headrests **(same as or equivalent)**	28	L
29	60/40 Split Rr Bench w/Underseat & Rr **(same as or equivalent)**	29	L
30	Bulkhead Storage **(same as or equivalent)**	30	L
31	Factory AC and Heater Unit **(same as or equivalent)**	31	L
32	Pwr Windows/Door Locks/Mirrors **(same as or equivalent)**	32	L
33	AM/FM Radio/CD w/Antenna, speakers **(same as or equivalent)**	33	L
34	Tilt/Telescoping Steering Wheel **(same as or equivalent)**	34	L

35	Engine Immobilizer **(same as or equivalent)**	35	✓
36	Aux Power Point **(same as or equivalent)**	36	✓
37	LED-Illuminated Gauges **(same as or equivalent)**	37	✓
38	**GALLON CAPACITY** 21.1 **(same as or equivalent)**	38	✓
39	**MISCELLANEOUS** Complete full size spare tire, jack and tool **(same as or equivalent)**	39	✓
40	State Inspection Sticker **(same as or equivalent)**	40	✓
41	Heavy Duty Floor Mats **(same as or equivalent)**	41	✓
42	Heavy Duty Radiator **(same as or equivalent)**	42	✓
43	Auxiliary lighting in bed & under hood **(same as or equivalent)**	43	✓
44	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	44	✓
45	Tinted glass windows **(same as or equivalent)**	45	✓
46	Intermittent wipers **(same as or equivalent)**	46	✓
47	Electronic Backup Alarm **(same as or equivalent)**	47	✓
48	Towing Package **(same as or equivalent)**	48	✓
49	Warranty – Please state	49	✓ 3yr/36k & 5yr/100k powertrain
50	Delivery Date – Please State	50	60-90 D A/C
51	Color: To be chosen upon award	51	✓
52	Title Documentation To Be Included	52	✓

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

AI-9732 **17.A.7.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 06/17/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Presentation for discussion, consideration, and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with ComdataCorporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officals/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:
1. Purchasing
2. Head Start Program
3. Adult Probation - CSCD
4. Adult Boot Camp

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training.

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact

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

BUDGETARY IMPACT:

Head Start - See attached memorandum; using headstart funding.

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-002-8-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Adult Probation - CSCD - Available Balance as of 6-13-08 $6,554.97.

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-008-8-682

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

BUDGETARY IMPACT:

Boot Camp - Available Balance as of 6-13-08 $30.79. Open encumbrances for Transmontaigne Product Services, Inc. and Arguindegui Oil Co. PO #'s 601587 & 597736.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-18-160-001-0-682

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

BUDGETARY IMPACT:

Purchasing - Available Balance as of 6-13-08 $211.30; Open encumbrances for Trasnmontaigne Product Services and Arguindegui Oil Co.

All funding sources were giving by departments.

Attachments

Link: applications

Link: Boot Camp Request Form

Link: HStart budget acct code

Link: adult probation app 06.17.08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:46 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 03:18 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/13/2008 03:19 PM	APRV
4	Arcy Duran	Arcilia Duran	06/13/2008 04:44 PM	APRV
5	Auditor's Office	Arcilia Duran	06/13/2008 04:45 PM	APRV
6	Court Administrator	Angela Garcia	06/13/2008 05:05 PM	APRV

Form Started By: Yvette Islas Started On: 06/11/2008 01:56 PM

Final Approval Date: 06/13/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

X Add Vehicle Card ☐ **Add Driver Pin** ☐ **Delete Cancel Card** **X Delete/Cancel Driver**

Department:	Purchasing Department
Billing Address:	2812 S. Bus Hwy 281
Fuel Card Manager:	Nielda Cavazos / Martha L. Salazar
	This person can not have use of the fuel card
Phone Number:	956-318-2626
County Email:	nielda.cavazos@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	8-1100-415-18-160-001-0-682
Requested By:	Martha L. Salazar
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: May 19, 2008

Reviewed by Fuel Card Administrator: Martha L. Salazar , CPPB

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*
104-1513	*2008 Expedition*	*1FMFU15538LA69432*	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	**Last Name**	**Employee I.D. Number**	***DBM Use Only verification***	***Purchasing Dept Use Only Date of Signed Fuel Policy & training***
1	Rolando	Flores	105872		
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Boot Camp
Billing Address:	PO BOX 1109 Edinburg, Texas 78540
Fuel Card Manager:	Melissa Garza and Diana G Solis
	This person can not have use of the fuel card
Phone Number:	(956) 380-3311 and (956) 587-6008
County Email:	ad008@hidalgococscd.com / ad004@hidalgococscd.com
Web user Name:	Boot Camp **Password:**
Hidalgo Co Acct Number:	8-1297-423-00-320-008-8
Requested By:	Raul Mireles Asst Director Paul Mireles
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
777-423	2000 Ford Van E350	1FBSS31L1YHA14729	Dept just Placed in use
866-571	2003 Ford Van E350	1FBSS31L4HA69846	

RECEIVED
JN 05 2008
10:14

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	JESUS ANGEL	GARCIA	059994		
2		DOB [redacted]			
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TEXAS 78540
956-383-0706

MEMORANDUM

TO: Yvette Islas, Purchasing Department

FROM: Elma P. Keller, Finance Director

THRU: Teresa Flores, Executive Director

DATE: June 11, 2008

RE: Fuel Cards

As per your request, the Hidalgo County Head Start Program fuel line item budget account code is 19-5455-20-10000-505 and the appropriation amount is $122,000.00

Thank you.

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County CSCD
Billing Address:	P O BOX 970 Edinburg, Texas 78540
Fuel Card Manager:	Noelia Ramirez and Diana G Solis
	This person can not have use of the fuel card
Phone Number:	(956) 587-6142 and (956) 587-6008
County Email:	ad009@hidalgococscd.com / ad004@hidalgococscd.com
Web user Name:	Adult Probation **Password:**
Hidalgo Co Acct Number:	8-1297-423-00-320-002-8
Requested By:	Raul Macias RAUL MACIAS, ASST DIRECTOR
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
761-532	1999 Van 15 Passenger	1FBSS31L9XHB35796	

RECEIVED
JUN 05 2008
By 10:14 A

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	JONATHAN	TREJO	104075		06-06-08
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

AI-9707 **17.A.8.**

Cabling-Installation-Time-Materials-Other Services
CC REGULAR

Date: 06/17/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and action in connection with sole response received (meeting all requirements and/or specifications) for Hidalgo County's - RFP #: 2008-018-06-04-VYG-CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES" for the purposes of ranking by CC as "qualified" so as to proceed forward with the next phase of the proposal process;

B. Requesting authority for Purchasing Department to enter into negotiations with the sole "qualified proposer" so as order to finalize a contract for consideration and action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $22,563.11 as of 6/12/08.

Attachments

Link: TABULATION FORM AND PARTICIPATION LOG

Link: STARR TELECOMMUNICATION'S RESPONSE

Link: 9707_EVALUATION GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 02:37 PM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 02:45 PM	APRV
3	Dale Kennan	Dale Kennan	06/12/2008 03:59 PM	APRV
4	Auditor's Office	Arcilia Duran	06/12/2008 04:07 PM	APRV

5	Court Administrator	Angela Garcia	06/12/2008 04:09 PM	APRV

Form Started By: Vangie Garcia Started On: 06/09/2008 03:37 PM

Final Approval Date: 06/12/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFP OPENING DATE: JUNE 4, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"	
RFP NO: 2008-018-06-04-VYG	

RFP #	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Starr Telecommunications	Acknowledge Proposal Received.		
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

RFP OPENING DATE: JUNE 4, 2008 **RFP OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Hidalgo County – Cabling –Installation-Time-Materials-Other Services"

RFP NO: 2008-018-06-04-VYG

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Starr Telecommunications Leonel J. Lopez	Mail	Vangie Y. Garcia	05/19/08	(p) 956-580-1333 (f) 956-519-7859	7130 W. Exp. 83 Mission, Tx 78572
2.All Valley Communications Jesse Garcia, Jr.	Mail	Vangie Y. Garcia	05/19/08	(p) 956-797-9766 (f) 956-797-9467	120 N. Main Street La Feria, Tx 78559
3.S.J.S.	Mail	Vangie Y. Garcia	05/19/08	(p) 956-630-1654 (f) 956-994-3151	521 Laurel Avenue McAllen, Tx 78501
4. Superior Alarms Alex Molina	Mail	Vangie Y. Garcia	05/19/08	(p) 956- (f) 956-213-1179	600 Ash Avenue McAllen, Tx 78501
5. Phone Den Oscar Gonzalez	Mail	Vangie Y. Garcia	05/19/08	(p) 956-381-0105 (f)380-1189	2121 Las Palmas Edinburg, Tx 78539
6. Total Technology	Fed Exp.	Vangie Y. Garcia	05/19/08	(p) (f)	600 Kenrick Dr. #A-5 Houston, Tx 77060
7.					
8.					
9.					
10.					
11.					
12.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

Request for Proposal

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-018-06-04-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: STARR TELECOMMUNICATIONS ETC, LLC

Address: 304 W VETERANS BLVD
PALMVIEW, TX 78572

By: Leonel Lopez

Printed Name: LEONEL J. LOPEZ

PROPOSAL PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS

RFP NO: 2008-018-06-04-VYG

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs Same drop
Regular New Construction (Rough/Pre-Punch)	48.00	72.00	102.00	1.45	3.25%
Regular (Post-Punch)	54.00	78.00	115.00	1.75	3.25%
Expedited	70.00	96.00	144.00	1.85	3.25%
Emergency	96.00	150.00	198.00	1.90	3.25%

PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	72.00	90.00	126.00	2.94	3.25%
Regular (Post-Punch)	78.00	96.00	132.00	3.00	3.25%
Expedited	105.00	130.00	190.00	3.15	3.25%
Emergency	145.00	180.00	240.00	3.25	3.25%

Miscellaneous

	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)
3' Patch Cable		5.34	7.70	
5' Patch Cable		5.94	8.88	
7' Patch Cable		6.84	9.60	
10' Patch Cable		7.75	11.10	
Custom (by foot)	5.90	6.45	9.50	
66 Block (Cat 5e)		25.00		
66 Block Cat 5e w/Connector		45.00		
5' Amphenol Cable (25 Pr)	22.50			
10' Amphenol cable (25 Pr)	26.50			
20' Amphenol Cable (25 Pr)	35.00			
24 Port Patch Panel (Modular)		165.00	265.00	
24 Port Patch Panel		175.00	265.00	
48 Port Patch Panel		325.00	450.00	
110 Wiring Blocks (100 Pr)	65.00			
Cross Connect Wire 24 AGW			70.00	
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			195.00	

AUDIO, VIDEO & ALARM

CABLE TYPE	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connectors (NP)	OTHER
RG-6 Coaxial Cable	125.00	60.00	593.00	125.00	145.00	75.00	
RG-59 Coaxial Cable	130.00	65.00	293.00	125.00	145.00	75.00	
RG-59/18-2 Combo Cable	165.00	80.00	672.00	252.00	175.00	90.00	
Digital Coaxial Cable	175.00	96.00	742.00	276.00	195.00	106.00	
18/2 Speaker Cable	109.00	40.00	140.00	95.00	119.00	50.00	
18/2 Security Cable	70.00	45.00	190.00	125.00			
22/4 Security Cable	75.00	50.00	195.00	135.00			

Other							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC MISC

	6-PAK (SM)	6 PAK (MM)	12 PAK (SM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	30.75	30.75	45.50	45.50	88.02	201.40
SC	35.50	35.50	92.40	92.40		
LC	71.50	71.50	98.00	98.00		

WALL MOUNT RACKS 18" DEEP	24"	36"	48"
Open Wall Mount Rack	285.00	315.00	390.00
Enclosed/Locking Wall Mount Rack	630.00	728.00	903.00
Labor to Install	100.00	125.00	140.00

WALL MOUNT RACKS 24" DEEP	24"	36"	48"
Open Wall Mount Rack	365.00	420.00	498.00
Enclosed/Locking Wall Mount Rack	680.00	755.00	905.00
Labor to Install	100.00	125.00	140.00

FLOOR MOUNT RACKS

DESCRIPTION	7'	Other
Floor Mount Open Rack Alminum	165.00	
Installation	125.00	
Floor Mount Open Rack 4 –Post Frame (Black)	750.00	
Installation	125.00	
Open Cabinet with Casters (Black)	950.00	
Installation	125.00	
Open Cabinet with Side Panels Only (Black)	1310.00	
Installation	125.00	
Cabinet with Side Panels and Front and Back Locking Doors	1590.00	
Installation	125.00	
Ladder Rack Assembly 10' Sections & Hardware	180.00	
Installation	100.00	
Vertical Cable Management for Open Floor Mount Rack	225.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	130.00	
Fan/Filter Kit for Enclosed Floor Mount Cabinet	591.00	

UPS

Description	Tower	Rack Mount	Other
500	138.00		
750	231.00	481.00	
1000	261.00	642.00	
1200	265.00	660.00	
1500	371.00	767.00	
1750	385.00	780.00	
2000	1345.00	1052.00	
3000	1783.00	1302.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	3.75
Cable Support Saddles	15.75
D-Rings	7.50
Wire Mold Raceway	4.00 per foot
Wire Mold Boxes	7.90
Wire Mold Clips	1.25
Low Voltage Single Gang Box	5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	65.00
Fire Wall Penetrations	45.00
Asbestos Penetration	125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASHPALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	
Regular	2.50	4.56	1.75	3.50	19.50	24.50	800.00	1100.00	
Expedited	3.33	5.28	2.70	4.20	32.50	39.00	950.00	1300.00	
Emergency	4.00	6.00	3.60	5.04	43.20	52.80	1200.00	1600.00	
Long Bend Elbows	45.00	70.00							
Regular Elbows	22.50	35.00							
LB ACCESS FITTINGS	18.50	25.00							

Trenching 3' deep by 4" wide

SERVICE CALL/TROUBLE SHOOTING
Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUDIO/VIDEO	OTHER
Regular Hours	65.00	65.00	65.00	75.00	75.00	
After Hours/Holiday	97.50	97.50	97.50	112.50	112.50	
Expedited	97.50	97.50	97.50	112.50	112.50	
Emergency	97.50	97.50	97.50	112.50	112.50	

ETHERNET-ENABLE CONTROLLERS
(Power over Ethernet)

Description	Price Per Unit	Installation & Programming		
INTEGRAL Intelli-m 4 Control Module Kit	2345.00	400.00		
INTEGRAL Intelli-m Single Control Module Kit	792.00	150.00		
INTEGRAL Single Module Add-on Kit	591.00	100.00		
Proximity Reader	120.00	50.00		

5

Electric Door Strike (Wood)	**125.00**	**100.00**		
Electric Door Strike (Metal)	**250.00**	**125.00**	**(OTHER HES 9600) 586.00**	**125.00 Installation**
Electromagnetic Lock	**175.00**	**125.00**		
Request to Exit Buttons	**55.00**	**25.00**		
12/24 Power Supply	**195.00**	**100.00**		

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____**ONE YEAR**

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County__JOB REQUEST CAN BE E-MAILED ELECTRONIC OR FAXED_____

List test equipment to comply with testing requirements

Copper	**Fluke Omni Scan**	**Ideal Singal Tek**	
Fiber	**Fluke Omni Scan**	**Ideal Singal Tek**	

HIDALGO COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR BY "LINE ITEM" BASIS

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

Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF ORGANIZATION
OF

Starr Telecommunications, ETC, L.L.C.
Filing Number: 800567246

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Organization for the above named company have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Organization.

Issuance of this Certificate of Organization does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/02/2005

Effective: 11/02/2005

Roger Williams
Secretary of State

EVALUATION/GRADING GRID
RFP NO: 2008-018-06-04-VYG
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

EVALUATION CRITERIA	RESPONDENT STARR TELECOMMUNICATIONS GRADERS			
	1	2	3	4
ELECTRICAL and TELE-DATA COMMUNICATIONS CONTRACTOR(s): The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	20	20	20	20
UNDERSTANDING THE SERVICES/METHODOLOGY: The "Electrical and Tele-data Communications Contractor(s)" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".	18	20	20	15
COST FEES AND WARRANTY: Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.	30	28	30	30
ABILITY TO COMMIT TO ALL REQUIRED "SERVICES": The "Electrical and Tele-data Communications Contractor(s)" should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.	30	30	30	30
TOTAL	98	98	100	95
AVERAGE	97.5			
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)				

AI-9713 **17.A.9.**

Blue Cross Blue Shield -Group Health Insurance
CC REGULAR

Date: 06/17/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation by Gary Looney with Alamo Insurance Group (Hidalgo County Health Insurance Consultants) for discussion, consideration and applicable action in connection with the contract/plan document (approved as to form by legal counsel) and the state of the account with Blue Cross Blue Shield.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-2201-415-00-115-010-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $536,188.39 as of 6/13/08.

Attachments

Link: BCBS Administrative Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		06/13/2008 01:39 PM	PEND
2	Budget & Management	Dina Trevino	06/13/2008 08:00 AM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 09:02 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:28 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Gricelda Villarreal — Started On: 06/10/2008 01:54 PM

Final Approval Date: 06/13/2008



BlueCross BlueShield of Texas

ADMINISTRATIVE SERVICES AGREEMENT

The Effective Date of this Agreement is February 1, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year specified below.

BLUE CROSS AND BLUE SHIELD OF TEXAS, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company	**HIDALGO COUNTY**
By: _____	By: _____
Title: Divisional Vice President	Title: _____
Date: _____	Date: _____

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
An Independent Licensee of the Blue Cross and Blue Shield Association

ADMINISTRATIVE SERVICES AGREEMENT

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Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

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Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

This Agreement made as of **February 1, 2008** by and between **Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company** (hereinafter referred to as the "Claim Administrator"), and **Hidalgo County** (hereinafter referred to as the "Employer"), for the Employer Group Number(s) **21185** set forth in the Fee Schedule of Exhibit 2 attached hereto, WITNESSETH AS FOLLOWS:

RECITALS

WHEREAS, the Employer's Group Health Plan has established and adopted an employee welfare benefit plan ("Plan") as described in its plan document, which shall be provided by the Employer to the Claim Administrator; and

WHEREAS, the Employer on behalf of the Group Health Plan desires to retain the Claim Administrator to provide certain administrative services with respect to the Plan; and

WHEREAS, it is desirable to set forth more fully the obligations, duties, rights and liabilities of the Claim Administrator and the Employer, as representative of the Group Health Plan, with respect to the Plan;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

SECTION 1: APPOINTMENT

The Employer hereby retains and appoints the Claim Administrator to provide services as hereinafter described in connection with the administration of the Plan.

SECTION 2: AGREEMENT DEFINITIONS

2.1 "Administrative Charge" means the monthly service charge that is required by the Claim Administrator for the administrative services performed under this Agreement. The Administrative Charge(s) is indicated in the most current Fee Schedule specifications of Exhibit 2 of this Agreement.

2.2 "Certificate of Creditable Coverage" means a document which is generated for Covered Persons terminating coverage under the Plan. The certificate is provided to Covered Persons as evidence for credit of health coverage held under the Plan during the term of this Agreement.

2.3 "Claim" means notification in a form acceptable to the Claim Administrator that service has been rendered or furnished to a Covered Person. This notification must set forth in full the details of such service including, but not limited to, the Covered Person's name, age, sex and identification number, the name and address of the Provider, a specific itemized statement of the service rendered or furnished, the date of service, applicable diagnosis, the Claim Charge, and any other information which the Claim Administrator may request in connection for such service.

2.4 "Claim Charge" means the amount which appears on a Claim as the Provider's regular charge for service rendered to a patient, without further adjustment or reduction.

2.5 "Claim Payment" means the benefit calculated by the Claim Administrator, plus any related Surcharges, upon submission of a Claim, in accordance with the benefits specified in the Plan. All Claim Payments shall be calculated on the basis of the Provider's Eligible Charge for Covered Services rendered to the Covered Person.

2.6 "Covered Employee" shall have the same meaning as defined in the Employer's Plan.

2.7 "Covered Person" shall have the same meaning as defined in the Employer's Plan.

2.8 "Covered Service" means a service or supply specified in the Plan for which benefits will be provided.

2.9 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

2.10 "Fee Schedule" means the specifications setting out certain particulars of this Agreement under Exhibit 2 of this Agreement including, but not limited to, the Administrative Charge and other service charges; or any such other subsequent set of specifications supplied by the Claim Administrator as a replacement to the Fee Schedule under Exhibit 2. The specifications or items of the Fee Schedule shall be applicable for the Fee Schedule Period noted therein, except that any item of the Fee Schedule may be changed in accordance with such Exhibit's "COMPENSATION TO CLAIM ADMINISTRATOR" provisions.

2.11 "Fee Schedule Period" means the period of time beginning and ending on the dates shown in the most current Fee Schedule under Exhibit 2 of this Agreement.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

2.12 "Group Health Plan" means, as applied to this Agreement, the self–insured employee welfare benefit plan as defined by Section 160.103 of the Health Insurance Portability and Accountability Act of 1996.

2.13 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

2.14 "Network" means identified Providers, including physicians, other professional health care providers, hospitals, ancillary providers, and other health care facilities, that have entered into agreements with the Claim Administrator (and, in some instances, with other participating Blue Cross and/or Blue Shield Plans) for participation in a participating provider option health benefit coverage program, if applicable to the Plan under this Agreement.

2.15 "Provider" means any hospital, health care facility, laboratory, person or entity duly licensed to render Covered Services to a Covered Person or any other provider of medical or dental services, products or supplies which are Covered Services.

2.16 "Provider's Eligible Charge" means (a) in the case of a Provider which has a written agreement with the Claim Administrator to provide care to Covered Persons at the time Covered Services are rendered, such Provider's Claim Charge for Covered Services and (b) in the case of a Provider which does not have a written agreement with the Claim Administrator to provide care to Covered Persons at the time Covered Services are rendered, such Provider's Claim Charge for Covered Services, not to exceed the allowable amount therefore as reasonably determined by the Claim Administrator.

2.17 "Supplemental Charge" means a charge for costs due and payable to the Claim Administrator by the Employer that is separate and apart from the service charges detailed in Exhibit 2 of this Agreement. A Supplemental Charge may be applied for any customized reports, forms or other materials or for any additional services or supplies not documented in the most current Fee Schedule of Exhibit 2. Such services and/or supplies and any applicable Supplemental Charge(s) are to be agreed upon by the parties in writing prior to the Claim Administrator's performance and/or provision of such.

2.18 "Surcharges" means state or federal taxes, surcharges or other fees, including, but not limited to World Access Fees, paid by the Claim Administrator which are imposed upon or resulting from this Agreement.

2.19 "Timely" means the following, unless an alternative standard is specified in this Agreement or is mutually agreed to by the parties in writing:

- **a.** With respect to all payments due the Claim Administrator by the Employer under this Agreement, within ten (10) calendar days of notification of the Employer by the Claim Administrator; or
- **b.** With respect to all information due the Claim Administrator by the Employer concerning Covered Persons, within thirty–one (31) calendar days of a Covered Person's effective date of coverage or change in coverage status under the Plan; or
- **c.** With respect to all Plan information due the Claim Administrator by the Employer, upon the effective date of this Agreement and at least ninety (90) calendar days prior to the effective date of change or amendment to the Plan thereafter.

2.20 "World Access Fee" means the Surcharge imposed upon the Claim Administrator under the BlueCard®Worldwide program for the administration of an international Claim.

SECTION 3: SERVICES TO BE PROVIDED BY THE CLAIM ADMINISTRATOR

3.1 ***Subcontractors.*** During the continuance of this Agreement, the Claim Administrator will perform such services as set forth in Exhibit 1 of this Agreement, attached hereto and made a part hereof. The Claim Administrator, at its sole discretion, may contract with other entities for performance of any of the services to be performed by the Claim Administrator hereunder; provided, however, the Claim Administrator shall remain fully responsible and liable for performance of any such services to be performed by the Claim Administrator but delegated to other entities.

3.2 ***Subsidiaries.*** Further, any of the services to be performed by the Claim Administrator under this Agreement may be performed by the Claim Administrator, or any of its subsidiaries (including any successor corporation, whether by merger, consolidation, or reorganization), without prior written approval by the Employer. Any reference in this Agreement to the Claim Administrator shall include its directors, officers and employees as well as the directors, officers and employees of any of its subsidiaries and the Claim Administrator shall be responsible and liable for all performance or failure to perform by such subsidiaries in connection with this Agreement.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

SECTION 4: CERTAIN RESPONSIBILITIES OF THE EMPLOYER AND THE CLAIM ADMINISTRATOR

4.1 ***Employer responsibility.*** The Employer retains full and final authority and responsibility for the Plan and its operation. The Claim Administrator is empowered to act on behalf of the Employer in connection with the Plan only as expressly stated in this Agreement or as mutually agreed to in writing by the parties hereto.

4.2 ***Claim Administrator responsibility.*** The Claim Administrator shall have no responsibility for or liability with respect to the compliance or non–compliance of the Plan with any applicable federal, state and local rules, laws and regulations; and the Employer shall have the sole responsibility for and shall bear the entire cost of compliance with all federal, state and local rules, laws and regulations, including, but not limited to, any licensing, filing, reporting, modification requirements and disclosure requirements as may apply to the Plan, and all costs, expenses and fees relating thereto; provided, however, the Claim Administrator shall have the responsibility for and bear the cost of compliance with any federal, state or local laws as may apply to the Claim Administrator in connection with the performance of its obligations under this Agreement.

4.3 ***Litigation.*** Each party shall, to the extent possible, advise the other party of any legal actions against it or the other party which involve the Plan or the obligations of either party under the Plan or this Agreement. The Employer shall undertake the defense of such action and be responsible for the costs of defense; provided, however, that the Claim Administrator shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Claim Administrator. It is further agreed that each party (provided no conflicts of interest exist) shall fully cooperate with the other party in the defense of any action arising out of matters related to the Plan or this Agreement.

4.4 ***Claim overpayments.*** The Employer acknowledges that unintentional administrative errors may occur. When the Claim Administrator becomes aware of a Claim overpayment, the Claim Administrator will make a diligent attempt to recover any such payment. The Claim Administrator, however, will not be required to enter into litigation to obtain a recovery, unless specifically provided for elsewhere in this Agreement, nor will the Claim Administrator be required to reimburse the Plan, except for gross negligence or intentional acts by the Claim Administrator.

4.5 ***Required Plan information.*** The Employer shall furnish on a Timely basis to the Claim Administrator certain information concerning the Plan and Covered Persons as may from time to time be required by the Claim Administrator for the performance of its duties including, but not limited to, the following:

a. All documents by which the Plan is established and any amendments or changes to the Plan.

b. All data as may be required by the Claim Administrator regarding Covered Persons who are to be covered under this Agreement.

It is the Employer's obligation to timely notify the Claim Administrator of any change in a Covered Person's status under this Agreement. All such notifications by the Employer to the Claim Administrator (including, but not limited to, forms and tapes) must be furnished in a format mutually agreed to by the parties and must include all information reasonably required by the Claim Administrator to effect such changes.

4.6 ***Plan eligibility errors.*** Clerical errors in keeping or reporting data relative to coverage under this Agreement will not invalidate coverage that would otherwise be validly in force or continue coverage which would otherwise validly terminate. Such errors will be corrected by the Claim Administrator subject to the terms and conditions of this Agreement and the Claim Administrator's reasonable administrative practices in the administration of the Plan including, but not limited to, those related to Timely notification of a change in a Covered Person's status. The Employer is liable for any benefits paid for a terminated Covered Person until the Employer has notified the Claim Administrator of such Covered Person's termination.

4.7 ***Claim information disclosure.*** The Claim Administrator will disclose Claim information in accordance with HIPAA privacy regulations and the Business Associate Agreement entered into by the parties.

4.8 ***Electronic exchange of information.*** In the event the Employer and the Claim Administrator exchange various data and information electronically, the Employer agrees to transfer on a Timely basis all required data to the Claim Administrator via electronic transmission on the intranet and/or internet or otherwise, in a format mutually agreed to by the parties. Further, the Employer is responsible for maintaining any enrollment applications and change forms completed by Covered Persons and to allow the Claim Administrator reasonable access to this information as needed for administrative purposes.

The Employer authorizes the Claim Administrator to submit reports, data and other information to the Employer in the electronic format mutually agreed to by the parties. In the event the Employer is unable or unwilling to transfer data in the electronic format mutually agreed to by the parties, the Claim Administrator is under no obligation to receive or transmit data in any other format.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

SECTION 5: THIRD PARTY DATA RELEASE

5.1 ***Types of data.*** In the event the Employer directs the Claim Administrator to provide data directly to its third party consultant and/or vendor, the Employer acknowledges and agrees, and will cause its third party consultant and/or vendor to acknowledge and agree:

- **a.** The personal and confidential nature of the requested documents, records and other information (for purposes of this Section 5, "Confidential Information").
- **b.** Release of the Confidential Information may also reveal the Claim Administrator's confidential, business proprietary and trade secret information (for purposes of this Section 5, "Proprietary Information").
- **c.** To maintain the confidentiality of the Confidential Information and any Proprietary Information (for purposes of this Section 5, collectively, "Information").

5.2 ***Third party obligations.*** The third party consultant and/or vendor shall:

- **a.** Use the Information only for the purpose of complying with the terms and conditions of its contract with the Employer.
- **b.** Maintain the Information at a specific location under its control and take reasonable steps to safeguard the Information and to prevent unauthorized disclosure of the Information to third parties, including those of its employees not directly involved in the performance of duties under its contract with the Employer.
- **c.** Advise its employees who receive the Information of the existence and terms of these provisions and of the obligations of confidentiality herein.
- **d.** Use, and require its employees to use, at least the same degree of care to protect the Information as is used with its own proprietary and confidential information.
- **e.** Not duplicate the Information furnished in written, pictorial, magnetic and/or other tangible form except for purposes of this Agreement or as required by law.
- **f.** Not to use the name, logo, trademark or any description of each other or any subsidiary of each other in any advertising, promotion, solicitation or otherwise without the express prior written consent of the consenting party with respect to each proposed use.
- **g.** Execute the Claim Administrator's then–current confidentiality agreement.

5.3 ***Employer obligations.*** The Employer shall:

- **a.** Designate the third party consultant and/or vendor on the appropriate HIPAA documentation.
- **b.** Provide the Claim Administrator with the appropriate authorization and specific written directions with respect to data release or exchange with the third party consultant and/or vendor.
- **c.** Indemnify, defend (at the Claim Administrator's request) and hold harmless the Claim Administrator and its employees, officers, directors and agents against any and all losses, liabilities, damages, penalties and expenses, including attorneys' fees and costs, or other cost or obligation resulting from or arising out of claims, lawsuits, demands, settlements or judgments brought against the Claim Administrator in connection with any claim based upon the Claim Administrator's disclosure to the third party consultant and/or vendor of any information and/or documentation regarding any Covered Person at the direction of the Employer or breach by the third party consultant and/or vendor of any obligation described in this Agreement.

SECTION 6: REFERRAL OF CERTAIN CLAIMS/INQUIRIES

As provided in this Agreement, the Claim Administrator will receive eligibility information, review and process Claims, and respond to customer inquiries; however, the Claim Administrator does not have final authority to determine Covered Persons' eligibility or to establish or construe the terms and conditions of the Plan. Therefore, in certain instances, the Claim Administrator may refer certain Claims to the Employer for review and final decision. Such referral shall be at the sole discretion of the Claim Administrator.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

SECTION 7: CLAIM DISPUTE RESOLUTION

7.1 After exhaustion of all remedies offered by the Claim Administrator, a Covered Person may appeal all adverse determinations with the Employer. The Claim Administrator will cooperate in providing Claim information pursuant to Section 4 above.

7.2 On occasion the Claim Administrator may deny all or part of submitted Claims. The Claim Administrator will provide a full and fair review of any determination of a Claim, any determination of a request for pre–authorization, and any other determination made in accordance with the benefits and procedures detailed in the Plan.

SECTION 8: FINAL DETERMINATION OF CLAIMS/INQUIRIES

The Employer retains the final authority and responsibility to establish and construe the terms and conditions of the Plan and to determine Covered Persons' eligibility. Certain claims and/or inquiries will be referred to the Employer for final review and determination in the following instances:

8.1 When Claims for services do not appear to qualify for payment under the Plan, claims or inquiries where there is a question of eligibility, claims where there is a question as to the amount of payment due, and claims involving litigation or the threat of litigation; and

8.2 When a Covered Person chooses to appeal adverse determinations with the Employer after exhaustion of all remedies offered by the Claim Administrator.

SECTION 9: COOPERATION OF THE PARTIES

The parties shall use their best efforts to cooperate with and assist each other, as applicable, in the performance of their duties under this Agreement.

SECTION 10: CERTIFICATE OF CREDITABLE COVERAGE

The Claim Administrator, at the direction of the Employer, shall issue a Certificate of Creditable Coverage consistent with the requirements under HIPAA. The Certificate of Creditable Coverage shall be based upon coverage under the Plan during the term of this Agreement and information provided to the Claim Administrator by the Employer.

SECTION 11: INDEMNIFICATION

11.1 ***Claim Administrator indemnifies Employer.*** The Claim Administrator hereby agrees to indemnify and hold harmless the Employer and its directors, officers and employees against any and all loss, liability, damages, penalties and expenses, including attorneys' fees, or other cost or obligation resulting from or arising out of claims, lawsuits, demands, settlements or judgments with respect to the Plan or this Agreement resulting from or arising out of any acts or omissions of the Claim Administrator or its directors, officers or employees which have been adjudged to be (i) grossly negligent, dishonest, fraudulent or criminal or (ii) in material breach of the terms of this Agreement; provided, however, notwithstanding anything herein to the contrary pursuant to Section 12.2 below, the Claim Administrator shall be responsible for the correction of Claim Payment errors by the Claim Administrator.

11.2 ***Employer indemnifies Claim Administrator.*** The Claim Administrator does not insure or underwrite the liability of the Employer under the Plan and has no responsibility for designing the terms of the Plan or the benefits to be provided thereunder. The Employer retains the ultimate responsibility for claims under the Plan and all expenses incident to the Plan, except as specifically undertaken in this Agreement by the Claim Administrator. To the extent allowed by Texas law, the Employer agrees to indemnify and hold harmless the Claim Administrator and its directors, officers and employees against any and all loss, liability, damages, penalties and expenses, including attorneys' fees, or other cost or obligation resulting from or arising out of claims, lawsuits, demands, settlements or judgments brought against the Claim Administrator in connection with the design or administration of the Plan, unless the liability therefore was the direct consequence of the acts or omissions of the Claim Administrator or its directors, officers or employees and is adjudged to be (i) grossly negligent, dishonest, fraudulent or criminal or (ii) in material breach of the terms of this Agreement; provided, however, notwithstanding anything herein to the contrary pursuant to Section 12.2 below, the Claim Administrator shall be responsible for the correction of Claim Payment errors by the Claim Administrator.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

Examples of such actions brought against the Claim Administrator in connection with the design and administration of the Plan include, but are not limited to, the following:

a. Any claim in connection with a claim for benefits under the Plan.

b. Any claim based upon the disclosure of any information regarding a Covered Person by the Claim Administrator to the Employer.

c. Any claim in connection with un–Timely and/or inaccurate eligibility data or Claim information data provided by the Employer to the Claim Administrator, or any such data provided by the Employer in a format not approved by the Claim Administrator.

d. Any claim arising out of the electronic transfer of data i) from the Employer or the Employer's third party consultant and/or vendor to the Claim Administrator; or ii) from the Claim Administrator to the Employer or, pursuant to Section 5 of this Agreement, the Employer's third party consultant and/or vendor; including liability arising out of erroneous, misdirected, intercepted, incomplete or otherwise defective information and transfers of information, including, but not limited to, garbled transmissions, transmissions to third parties, and intercepted transmissions.

e. Any claim arising from the Employer's use or posting of electronic files on the intranet and/or internet pursuant to Section 17 below.

f. Any claim that may arise from or in connection with the Claim Administrator's suspension of Claim Payments due to the Employer's failure to pay when due any amounts owed the Claim Administrator under this Agreement and/or the termination of this Agreement in accordance with Section 13.2 below.

g. Any claim arising from the Employer's directive to the Claim Administrator to print Employer–assigned unique identification numbers on membership identification cards or to otherwise use such assigned numbers in violation of any applicable federal, state and local rules, laws and regulations.

h. Any claim based upon Medicare Secondary Payer ("MSP") laws or regulations.

i. Any claim that may arise from or in connection with the Claim Administrator's issuance of Certificate(s) of Creditable Coverage based upon un–Timely and/or inaccurate data provided by the Employer to the Claim Administrator with respect to individuals whose coverage under this Agreement terminates.

SECTION 12: AUDIT AND CORRECTION OF AUDIT ERRORS

12.1 ***Employer audits Claim Administrator.*** During the term of this Agreement and within one hundred eighty (180) days after its termination, the Employer or an authorized agent of the Employer (as mutually agreed to by the Claim Administrator and the Employer) may, upon at least ninety (90) days prior written notice to the Claim Administrator, conduct reasonable audits of the Claim Administrator's records in regard to Claim Payments made under the Agreement. The Employer and such agent that have access to the information and files maintained by the Claim Administrator will agree not to disclose any proprietary or confidential information, and to hold harmless and indemnify the Claim Administrator in writing of any liability from disclosure of such information. Audits performed on a contingency fee basis will not be allowed or supported by the Claim Administrator. The Employer will be responsible for all costs associated with the inspection or audit. All such audits shall be subject to the Claim Administrator's external audit policy and procedures, a copy of which shall be furnished to the Employer upon request to the Claim Administrator. The audit period will be limited to the most recent twenty–four (24) months and no more than one (1) audit shall be conducted during a twelve (12) consecutive–month period.

12.2 ***Errors identified.*** The Claim Administrator shall be responsible only for the correction of errors identified in specific Claim Payments subject to the terms and conditions of the Agreement and shall not be responsible for errors calculated to exist in a population of Claim Payments on the basis of a sample drawn from that population. Further, the Claim Administrator has the right to implement reasonable administrative practices in the administration of this Agreement.

12.3 ***Claim Administrator audits Employer.*** During the term of this Agreement and within one hundred eighty (180) days after its termination, the Claim Administrator may, upon at least thirty (30) days prior written notice to the Employer, conduct reasonable audits of Employer's membership records with respect to eligibility.

SECTION 13: TERM AND TERMINATION OF AGREEMENT

13.1 ***Term.*** This Agreement will continue in full force and effect from the effective date and continue from year to year unless terminated as provided herein.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

13.2 ***Termination.*** This Agreement may be terminated as follows:

a. By either party at the end of any month after the end of the Fee Schedule Period specified in the most current Fee Schedule of Exhibit 2 upon forty-five (45) days prior written notice to the other party; or

b. By both parties on any date mutually agreed to in writing; or

c. By either party, in the event of fraud, misrepresentation of a material fact or not complying with the terms of this Agreement, upon written notice as provided under Section 21 below.

d. By the Claim Administrator, upon the Employer's failure to pay all amounts due under this Agreement including, but not limited to, all amounts pursuant to and in accordance with the specifications of the most current Fee Schedule under Exhibit 2.

13.3 ***Notice of termination to Covered Employees.*** If this Agreement is terminated pursuant to this Section 13, the Employer agrees to notify all Covered Employees. The parties agree that the Employer will give such notice because the Employer maintains direct and ongoing communication with, and maintains current addresses for, all such Covered Employees.

SECTION 14: RELATIONSHIP OF PARTIES

14.1 ***Regarding the parties.*** The Claim Administrator is an independent contractor with respect to the Employer. Neither party shall be construed, represented or held to be an agent, partner, associate, joint venturer nor employee of the other.

Further, nothing in this Agreement shall create or be construed to create the relationship of employer and employee between the Claim Administrator and the Employer; nor shall the Employer's agents, officers or employees be considered or construed to be considered employees of the Claim Administrator for any purpose whatsoever.

14.2 ***Regarding non–parties.*** It is understood and agreed that nothing contained in this Agreement shall confer or be construed to confer any benefit on persons who are not parties to this Agreement including, but not limited to, employees of the Employer and their dependents.

14.3 ***Exclusivity.*** The Employer agrees not to engage any other party to perform the same services that the Claim Administrator performs hereunder while this Agreement is in effect, unless the Employer gives notice of termination pursuant to the terms of this Agreement.

14.4 ***Assignment.*** Notwithstanding anything to the contrary in Section 3 above, no part of this Agreement, or any rights, duties or obligations described herein, shall be assigned or delegated without the prior express written consent of both parties. Any such attempted assignment shall be null and void. The Claim Administrator's standing contractual arrangements for the acquisition and use of facilities, services, supplies, equipment and personnel shall not constitute an assignment under this Agreement.

SECTION 15: ERISA

15.1 ***In relation to the Plan.*** The Employer hereby acknowledges (i) that an employee welfare benefit plan must be established and maintained through a separate plan document which may include the terms hereof or incorporate the terms hereof by reference, and (ii) an employee welfare benefit plan document may provide for the allocation and delegation of responsibilities thereunder. However, notwithstanding anything contained in the Plan or any other employee welfare benefit plan document of the Employer, the Employer agrees that no allocation or delegation of any fiduciary or non–fiduciary responsibilities under the Plan or any other employee welfare benefit plan of the Employer is effective with respect to or accepted by the Claim Administrator.

15.2 ***In relation to the Plan Administrator/Named Fiduciary(ies).*** The Claim Administrator is not the plan administrator of the Employer's separate employee welfare benefit plan as defined under ERISA. It is understood and agreed that (i) the Employer has a named Plan Administrator and a Named Fiduciary within the meaning of § 414(g) of the Internal Revenue Code of 1986, as amended; (ii) said Plan Administrator serves within the meaning of § 3(16)(A) of ERISA; and (iii) the Claim Administrator is not a fiduciary of the Employer, the Plan Administrator or of the Plan.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

15.3 ***In Relation to the Claim Administrator's Responsibilities.*** The Claim Administrator's responsibilities hereunder are intended to be limited to those of a contract claims administrator rendering advice to and administering claims on behalf of the plan administrator of the Employer's plan. As such, the Claim Administrator is intended to be a service provider but not a fiduciary with respect to the Employer's ERISA employee welfare benefit plan. The Employer represents that its ERISA employee welfare benefit plan contains the plan procedure described above regarding the designation of responsibilities under a plan and, accordingly, the Claim Administrator may, pursuant to Sections 402(c)(2) and 405(c)(1)(B) of ERISA, render advice with respect to claims and administer claims on behalf of the plan administrator of the Employer's ERISA welfare benefit plan. The Claim Administrator has no other authority or responsibility with respect to Employer's ERISA employee welfare benefit plan.

SECTION 16: PROPRIETARY MATERIALS

16.1 ***Types of materials as used by the parties.*** The parties acknowledge that each party has developed operating manuals, certain symbols, trademarks, service marks, designs, data, processes, plans, procedures and information, all of which are proprietary information ("Business Proprietary Information"). Neither party shall use or disclose to any third party Business Proprietary Information without prior written consent of the other party. Neither party shall use the name, symbols, copyrights, trademarks or service marks ("Proprietary Marks") of the other party or the other party's respective clients in advertising or promotional materials without prior written consent of the other party; provided, however, that the Claim Administrator may include the Employer in its list of clients.

16.2 ***Claim Administrator/Association ownership.*** The Employer acknowledges that the Claim Administrator's Proprietary Marks and Business Proprietary Information are the sole property of the Blue Cross and Blue Shield Association or of the Claim Administrator and agrees not to contest the Blue Cross and Blue Shield Association's or the Claim Administrator's ownership or the license granted to the Claim Administrator for use of such Proprietary Marks.

16.3 ***Infringement.*** The Claim Administrator agrees not to infringe upon, dilute or harm the Employer's rights in its Proprietary Marks. The Employer agrees not to infringe upon, dilute or harm the Blue Cross and Blue Shield Association's ownership rights or the Claim Administrator's rights as a licensee in its Proprietary Marks.

SECTION 17: ELECTRONIC DOCUMENTS

17.1 ***Employer's consent/intended use.*** The Employer consents to receive via an electronic file or access to an electronic file any document the Employer requests from the Claim Administrator describing the benefits under, or the administration of, the Plan. In the event the Claim Administrator provides to the Employer such an electronic file for the Employer's use, including, but not limited to the Employer's posting of such documents on the intranet and/or internet, the Employer acknowledges and agrees that such electronic file is not intended to meet the Employer's requirements for compliance under ERISA.

17.2 ***Employer acknowledgement/responsibilities.*** The Employer further acknowledges and agrees that it is solely responsible for providing employees access, via the intranet, internet, or otherwise, to the most current version of any electronic file provided to the Employer by the Claim Administrator at the Employer's request. In addition, in all instances, the electronic file of the most current document issued to the Employer by the Claim Administrator for use by the Employer is the legal document used to administer the Employer's Plan and will prevail in the event of any conflict between such electronic file and any other electronic or paper file. The Employer is solely responsible for any and all claims for loss, liability or damages, arising either directly or indirectly from the use or posting of the electronic file on the intranet and/or internet.

SECTION 18: RECORDS

All Claim records, excluding any and all Business Proprietary Information, in the possession of the Claim Administrator are and shall remain the property of the Employer upon termination of this Agreement. The Claim Administrator shall return such property upon request in a form as agreed upon by the parties at the cost of preparing such property for transmittal to be borne by the Employer. All such Claim records shall be retained by the Claim Administrator until the Claim Administrator receives a request from the Employer for transmittal or for a period of ten (10) years from the date of a Claim's adjudication, whichever occurs first.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

SECTION 19: APPLICABLE LAW

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the state of Texas without regard to any state choice–of–law statutes, and any applicable federal law. All disputes arising out of this Agreement will be resolved in Texas.

SECTION 20: ENTIRE AGREEMENT

20.1 ***Definition.*** This Agreement, including all Exhibits and Addenda, represents the entire agreement and understandings of the parties hereto and all prior agreements, understandings, representations and warranties, whether written or oral, in regard to the subject matter hereof, including any proposal document submitted by the Claim Administrator to the Employer pursuant to this Agreement, are and have been merged herein to the extent applicable. In the event of a conflict, the provisions of this Agreement and the Exhibits and Addenda of this Agreement shall prevail.

20.2 ***Components.*** The Exhibits and Addenda of this Agreement as of the Agreement's effective date are:

- **a.** Exhibit 1 - Claim Administrator Services
- **b.** Exhibit 2 - Fee Schedule, Financial Responsibilities & Required Disclosures
- **c.** Exhibit 3 - Recovery Litigation Authorization

20.3 ***Amending.*** This Agreement may be amended or altered in any of its provisions, including the addition or deletion of any Exhibits and/or Addenda as provided herein, by the parties hereto and any such change shall become effective when reduced to writing and signed by an authorized representative of the parties or at such time as said amendment may provide.

SECTION 21: NOTICE AND SATISFACTION

Unless specifically stated otherwise in this Agreement, the Employer and the Claim Administrator agree to give one another written notice (pursuant to Section 25 Notices below) of any complaint or concern the other party may have about the performance of obligations under this Agreement and to allow the notified party thirty (30) days in which to make necessary adjustments or corrections to satisfy the complaint or concern prior to taking any further action with regard to such.

SECTION 22: LIMITATION OF LIABILITY

Liability for any errors or omissions by the Claim Administrator (or its officers, directors, employees, agents or independent contractors) in the administration of this Agreement, or in the performance of any duty or responsibility contemplated by this Agreement, shall be limited to the maximum benefits which should have been paid under this Agreement had the errors or omissions not occurred (including the Claim Administrator's share of any arbitration expenses incurred), unless any such errors or omissions are adjudged to be the result of intentional misconduct, gross negligence or intentional breach of a duty under this Agreement by the Claim Administrator.

SECTION 23: DISPUTE RESOLUTION/ARBITRATION

23.1 ***Initial Negotiation.*** Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 23, which shall be the sole and exclusive procedures for the resolution of any such disputes. All negotiations pursuant to this Section 23 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

23.2 ***Deferring to arbitration/selecting an arbitrator.*** In the event the parties fail to agree with respect to any matter covered herein, the question in dispute shall be submitted for arbitration in Texas. The arbitrator shall be selected as follows:

- **a.** Upon declaration by one of the parties hereto that a deadlock exists, the parties shall select an arbitrator;
- **b.** If no appointment is made within thirty (30) days after the deadlock is declared and the amount in contest is in excess of $200, the American Arbitration Association shall recommend an arbitrator; or
- **c.** If no appointment is made within thirty (30) days after the deadlock is declared and the amount in question is $200 or less, the Claim Administrator shall select an independent third party to be the arbitrator.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

23.3 ***Expectations.*** The arbitrator will submit a decision within thirty (30) days after appointment or as soon as reasonably feasible and such decision shall be binding on the parties hereto. Arbitration expenses will be shared by the parties. All other expenses (legal, incidental, etc.) shall be borne by the losing party or, if both parties prevail, be apportioned by the arbitrator to each party. Arbitration proceedings will be governed by the Rules of the American Arbitration Association then in effect.

SECTION 24: OBLIGATION TO CONTINUE PERFORMANCE

Except as provided otherwise in this Agreement, each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

SECTION 25: NOTICES

25.1 ***How to notify.*** All notices given under this Agreement must be in writing and shall be deemed to have been given for all purposes when personally delivered and received or when deposited in the United States mail, first–class postage prepaid, and addressed to the parties at their respective addresses or when transmitted by facsimile via their respective facsimile numbers as indicated in the most current Fee Schedule specifications of Exhibit 2 of this Agreement.

25 .2 ***Change of address.*** Each party may change such notice mailing and/or transmission information upon Timely prior written notification to the other party.

SECTION 26: SEVERABILITY

Should any provision(s) contained in this Agreement be held to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall be construed in their entirety as if separate and apart from the invalid, illegal or unenforceable provision(s) unless such construction were to materially change the terms and conditions of this Agreement.

SECTION 27: ENFORCEMENT

Any delay or inconsistency in the enforcement of any part of this Agreement shall not constitute a waiver of any rights with respect to the enforcement of this Agreement at any future date nor shall it limit any remedies which may be sought in any action to enforce any provision of this Agreement.

SECTION 28: FORCE MAJEURE

Neither party shall be liable for any failure to Timely perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars or restraints of government.

SECTION 29: NOTICE OF ANNUAL MEETING

The Employer is hereby notified that it is a Member of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company, and is entitled to vote either in person, by its designated representative, or by proxy at all meetings of Members of said Company. The annual meeting is held at its principal office at 300 East Randolph Street, Chicago, Illinois each year on the last Tuesday in October at 12:30 P.M.

For purposes of this Agreement, the term "Member" means the group, trust, association or other entity with which this Agreement has been entered. It does not include Covered Employees or Covered Persons under the Plan.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

EXHIBIT 1
CLAIM ADMINISTRATOR SERVICES

- **CLAIMS ADJUDICATION**

  Examination of Claims and determination of payment levels, including data entry of Claims by Claims departments, maintenance of Claims experience files, use of medical consultants, review of utilization and allowable amounts and Coordination of Benefits (COB).

- **EXPLANATION OF BENEFITS (EOB)**

  Preparation of EOBs.

- **CLAIMS/MEMBERSHIP INQUIRIES**

  Handling of inquiries — written, phone or in–person – related to membership, benefits, and Claim Payment or denial.

- **ENROLLMENT SERVICE**

  Upon Employer request, assist Employer, in accordance with Claim Administrator's standard procedures, in initial enrollment activities, including education of Covered Persons about benefits, the enrollment process, selection of health care providers and how to file a Claim for benefits; issue Claim submission instructions on behalf of Employer to health care providers who render services to Covered Persons.

- **CLIENT SERVICES AND MATERIALS**

  Provision of those items as elected by Employer from listing below:

  a. ***Enrollment Materials.*** Implementation materials to be provided by Claim Administrator's Marketing Administration Division during the enrollment process; any custom designed materials may be subject to Supplemental Charge.

  b. ***Standard Identification Cards.*** Provision of identification cards appropriate to health benefit Plan coverage(s) selected.

  c. ***Standard Provider Directories.*** Access to Network Provider directories and periodic updates to such, if applicable to the health benefit Plan coverage(s) under the Agreement.

  d. ***Customer Service.*** Access to toll–free customer service telephone number.

  e. ***Medical Pre–authorization Helpline.*** For those services determined by Employer and provided in writing to Claim Administrator that require pre–authorization, advance Claim Administrator review of medical necessity of such services covered under the Plan; access to toll–free medical pre–authorization helpline for Covered Persons and their health care providers to call for assistance.

- **MEMBERSHIP VALIDATION**

  Verification of membership by wire, listing, electronic on–line query or other method prior to or during adjudication.

- **MEMBERSHIP FILE UPDATES**

  Maintenance of membership status files, processing of inter–plan transfers and processing of contract changes.

- **OTHER MEMBERSHIP SERVICES**

  Contact Employer and/or Covered Employees regarding adding, changing or renewing coverage.

- **STANDARD REPORTS**

  Make available Claim data, Claim Settlement statements (as outlined in Exhibit 2, Section 6) and periodic reports in Claim Administrator's standard format(s) in accordance with Claim Administrator's standard reporting policy.

- **STOP LOSS COORDINATION**

  Coordinate all necessary reporting, tracking, notification and other similar financial and/or administrative services pursuant to settlements under stop loss policy(ies) purchased from Claim Administrator in conjunction with the Agreement. For stop loss coverage purchased from entity(ies) other than Claim Administrator, such coordination is limited to this Exhibit's STANDARD REPORTS to be made available to Employer subject to the Agreement's disclosure requirements.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

- **REPORTING SERVICES**

  Preparation and filing of annual Internal Revenue Service (IRS) 1099 forms for the reporting of payments to health care providers who render services to Covered Persons and who are reimbursed by the Plan for those services.

- **ACTUARIAL AND STATISTICAL**

  Determination of claims projections and pricing of administrative services and stop–loss coverage.

- **FINANCIAL SERVICES**

  Financial functions such as cash receipts, cash disbursements, payroll and general ledger processing, general accounting, preparation of financial statements, billing, group settlement and wire transfers.

- **FRAUD DETECTION AND PREVENTION**

  Identify and investigate suspected fraudulent activity by Providers and/or Covered Persons and inform Employer of findings and proof of fraud; address any related recovery litigation as set forth in Exhibit 3 of the Agreement.

- **BLUE ACCESS FOR EMPLOYERS**

  Provides Employer on–line access to conduct a variety of secure membership, enrollment, reporting, administrative and billing transactions faster, more accurately and in real–time.

- **BLUE ACCESS FOR MEMBERS**

  An on–line resource for personalized information about a Covered Person's health care coverage, including, but not limited to, Claims status, email notification when a Claim has been finalized, access to health and wellness information from Mayo Clinic, verification of dependents covered on their plan and health risk assessment and such other services as become available.

- **PROVIDER NETWORK(S)**

  If applicable to the health benefit Plan coverage(s) under the Agreement, establish, arrange and maintain a Network(s) through contractual arrangements with Providers within the designated service area(s).

- **CERTIFICATE OF CREDITABLE COVERAGE**

  At the direction of Employer, issuance of Certificates of Creditable Coverage.

- **ADDITIONAL SERVICES NOT SPECIFIED**

  Claim Administrator may provide additional services not specified in the Agreement; such services will be mutually agreed upon between the parties in writing prior to their performance and may be subject to Supplemental Charge.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

EXHIBIT 2
FEE SCHEDULE, FINANCIAL RESPONSIBILITIES & REQUIRED DISCLOSURES

SECTION 1: FEE SCHEDULE

Service charges and other Fee Schedule specifications in this Section 1 are to apply for the period(s) of time indicated herein and shall continue in full force and effect until the earlier of: i) the end of the Fee Schedule Period noted below; ii) the date this Section 1 Fee Schedule is amended or replaced in its entirety; and iii) the date the Agreement is terminated.

1.1 FEE SCHEDULE PERIOD

Fee Schedule specifications in this Section 1 are for the **Fee Schedule Period** commencing on **February 1, 2008** and ending on end of day **January 31, 2009**.

1.2 EMPLOYER GROUP NUMBER(S)

For the Fee Schedule Period noted above, the Agreement shall apply to the following Employer Group Number(s): **21185**.

1.3 ADMINISTRATIVE CHARGES AND CREDITS

a. The **Administrative Charge**, calculated monthly, shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category by the appropriate factors shown below.

Composite	2008
Base Administrative Charge (Medical)	$28.08
Commissions	$1.80
Rx Rebate Credit	$-5.90
Total	$23.98

b. The **Termination Administrative Charge** applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category during the three (3) months immediately preceding the date of termination by the appropriate factors shown below.

	2008
Medical Run-off Administration Charge	$7.27

c. The **Prescription Drug Program Rebate Credit** is $-5.90 per Covered Employee per month. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. The rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in Section 13 of this Exhibit, titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

1.4 REPORTS

The Claim Administrator will make available to the Employer Standard Reports and other Reporting Services as set forth in Exhibit 1 - CLAIM ADMINISTRATOR SERVICES of the Agreement in accordance with its standard reporting policy at no additional charge. Any additional reports required by the Employer must be mutually agreed upon by the parties in writing prior to their development and may be subject to a Supplemental Charge.

1.5 CHARGES FOR ADDITIONAL SERVICES

The following **Additional Services** shall be furnished:

Reimbursement ..... 25% of any recovered amounts*

**The indicated Reimbursement fee is based on the net recovery after attorney's fees, if any, have been paid.*

BlueCard Program/Network access fees ..... available upon request

1.6 PLAN DESIGN MATERIALS

Benefit Booklets: Cost has been included in Administrative Charge

Accept	Decline		
☒	☐	Benefit Booklets	☒ No additional charge
			☐ *Supplemental Billing**
☐	☒	Customized Benefit Booklets	☐ No additional charge
			☐ *Supplemental Billing**
☐	☒	Customized Covers	☐ No additional charge
			☐ *Supplemental Billing**

Subscriber Identification (ID) Cards: Cost has been included in Administrative Charge

Accept	Decline		
☒	☐	Subscriber ID Cards	☒ No additional charge
			☐ *Supplemental Billing**
☐	☒	Customized ID Cards	☐ No additional charge
			☐ *Supplemental Billing**
		Network Provider Directories	☒ No additional charge
			☐ *Supplemental Billing**
		Claim Forms, Application Forms, Enrollment Materials	☒ No additional charge
			☐ *Supplemental Billing**

Special Mailings:

Cost has been included in Administrative Charge:	Yes ☒	No ☐
Identification Cards mailed to home addresses	Yes ☒	No ☐
Provider Directories mailed to home addresses	Yes ☐	No ☒

**Any customized materials or additional services or supplies not documented in this Fee Schedule may be subject to Supplemental Billing upon mutual agreement of the parties.*

1.7 BROKER/CONSULTANT COMPENSATION

The Employer acknowledges that if any broker/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Agreement, the Claim Administrator may pay the Employer's broker/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the broker/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its broker/consultant.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

1.8 TRANSFER PAYMENT PERIOD

The **Transfer Payment Period** by which payments under Section 5 of this Exhibit are to be made is weekly.

1.9 CLAIM SETTLEMENT PERIOD

The **Claim Settlement Period** by which settlements under Section 6 of this Exhibit are to be made is monthly.

1.10 RUN–OFF PERIOD

The **Run–Off Period** immediately following termination of the Agreement during which the Claim Administrator will accept Run–Off Claims submitted for payment is twelve-(12) months.

1.11 PLAN COVERAGE

Coverage under the Employer's Plan includes the following:

- Managed Health Care Coverage PPO
- Traditional (Out-of-Area) Indemnity Coverage
- Prescription Drug Program/Mail Service Prescription Drug Program coverage

1.12 NOTICE MAILING AND TRANSMISSION INFORMATION

Each party's address and facsimile number for the issuance of notices in accordance with Section 25 of the Agreement are shown below.

If to the Claim Administrator:

Blue Cross and Blue Shield of Texas
901 South Central Expressway
Richardson, Texas 75080

Attention: Mary McColgan
Fax: 361-878-1619

If to the Employer:

Hidalgo County
2818 S. Business Hwy 281
Edinburg, Texas 78537

Attention: Fred Reyna II
Fax: 956-318-2633

1.13 RISK SHARING OF NETWORK DISCOUNT

The parties agree to share in the risk of anticipated savings by utilization of the Provider Networks established by the Claim Administrator and other Blue Cross and Blue Shield Plans. The details of this risk sharing program are contained in the Network Discount Guarantee Exhibit ("Exhibit ND") attached to and made part of this Agreement.

SECTION 2: EXHIBIT DEFINITIONS

Other definitions applicable to this Exhibit are contained in Section 2 AGREEMENT DEFINITIONS of the Agreement.

2.1 **"Copayment"** means a specified dollar amount that a Covered Person is required to pay toward a Covered Service.

2.2 **"Coshare"** means a percentage of an eligible expense that a Covered Person is required to pay toward a Covered Service.

2.3 **"Inpatient"** means the Covered Person is a registered bed patient and treated as such in a health care facility.

2.4 **"Medicare Secondary Payer ("MSP")"** means those provisions of the Social Security Act set forth in 42 U.S.C. §1395 y (b), and the implementing regulations set forth in 42 C.F.R. Part 411, as amended, which regulate the manner in which certain employers may offer group health care coverage to Medicare–eligible employees, their spouses and, in some cases, dependent children. (See Section 16 of this Exhibit titled "MEDICARE SECONDARY PAYER ("MSP") DATA MATCH.")

2.5 **"Run–Off Claim"** means a Claim incurred prior to the termination of the Agreement that is submitted for payment during the Run–Off Period.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

2.6 **"Run–Off Period"** means the time period immediately following termination of the Agreement, as specified in the most current Fee Schedule specifications of this Exhibit, during which the Claim Administrator will accept Run–Off Claims submitted for payment.

2.7 **"Termination Administrative Charge"** means the consideration that is required by the Claim Administrator upon termination of the Agreement, notwithstanding any services that may be performed by the Claim Administrator during the Run–Off Period.

2.8 **"Transfer Payment"** means a payment in the amount outlined in Section 5 of this Exhibit, via wire, draft, electronic fund transfer (EFT) or such other method as mutually agreed to by the parties in writing.

SECTION 3: COMPENSATION TO CLAIM ADMINISTRATOR

3.1 ***Intent of service charges.*** The Employer will pay service charges to the Claim Administrator, in accordance with the most current Fee Schedule specifications of Section 1 of this Exhibit, as compensation for the processing of Claims and administrative and other services provided to the Employer.

3.2 ***Determining service charges.*** The service charges, which are guaranteed for the Fee Schedule Period indicated in the most current Fee Schedule specifications of Section 1 of this Exhibit, have been determined in accordance with the Claim Administrator's current regulatory status and the Employer's existing benefit program.

3.3 ***Changing service charges.*** The service charges shall be subject to change by the Claim Administrator as follows:

- **a.** At the end of the Fee Schedule Period indicated in the most current Fee Schedule specifications of Section 1 of this Exhibit, provided that sixty (60) days prior written notice is given by the Claim Administrator;
- **b.** On the effective date of any changes or benefit variances in the Plan, its administration, or the level of benefit valuation which would increase the Claim Administrator's cost of administration;
- **c.** On any date changes imposed by governmental entities increase expenses incurred by the Claim Administrator, provided that such increases shall be limited to an amount sufficient to recover such increase in expenses;
- **d.** On any date that the number of Covered Employees enrolled in the Plan changes by an amount equal to ten percent (10%) or more of total enrollment over a one (1) month period or twenty–five percent (25%) or more of total enrollment over a three (3) month period; or
- **e.** On any date an affiliate, subsidiary, or other business entity is added or dropped by the Employer.

3.4 ***Service charges upon termination.*** In the event the Agreement is terminated in accordance with the "TERM AND TERMINATION" provisions of the Agreement, the Employer will Timely pay the Claim Administrator the Termination Administrative Charge indicated in the most current Fee Schedule specifications of Section 1 of this Exhibit.

3.5 ***Additional service charges.*** In addition to the amounts due and payable each month in accordance with the most current Fee Schedule specifications of Section 1 of this Exhibit, the Claim Administrator may charge the Employer for:

- **a.** Any applicable Supplemental Charge(s);
- **b.** Reasonable fees for the reproduction or return of Claim records requested by the Employer, a governmental agency or pursuant to a court order; and/or
- **c.** Any other fees that may be assessed by third parties for services rendered to the Employer and/or any other fees for services mutually agreed upon by the parties in writing.

3.6 ***Effect of Plan enrollment.*** Administrative Charges will be paid based upon information the Claim Administrator receives regarding current Plan enrollment as of the first day of each month. Appropriate adjustments will be made for enrollment variances or corrections.

3.7 ***Timely payment.*** Performance of all duties and obligations of the Claim Administrator under the Agreement are contingent upon the Timely payment of any amount owed the Claim Administrator by the Employer.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

SECTION 4: CLAIM PAYMENTS

4.1 Claim Administrator's Payment. Upon receipt of a Claim, the Claim Administrator will make a Claim Payment provided that all payments due the Claim Administrator under the terms of the Agreement are paid when due.

4.2 Employer's Liability. Any reasonable determination by the Claim Administrator in adjudicating a Claim under the Agreement that a Covered Person is entitled to a Claim Payment is conclusive evidence of the liability of the Employer to the Claim Administrator for such Claim Payment pursuant to Section 6 below titled "CLAIM SETTLEMENTS."

4.3 Cessation of Claim Payments. If the Employer has failed to pay when due any amount owed the Claim Administrator, the Claim Administrator shall be under no obligation to make any further Claim Payments until such default is cured.

SECTION 5: TRANSFER PAYMENT

5.1 Intent. In consideration of the Claim Administrator's obligations as set forth in the Agreement and at the end of each Transfer Payment Period, the Employer shall transfer to the Claim Administrator's account an amount equal to the Transfer Payment Period's Claim Payments plus the applicable service charges. The Transfer Payment Period shall be as indicated in the most current Fee Schedule specifications of Section 1 of this Exhibit.

5.2 Notification of Amount Due. The Claim Administrator shall advise the Employer's Financial Division by email or facsimile (at an email address or facsimile number to be furnished by the Employer prior to the effective date of the Agreement) of the amount of Claim Payments pursuant to the Agreement for which reimbursement has not been previously made by the Employer to the Claim Administrator, plus the applicable service charges.

5.3 When Due. Transfer Payment must be made within twenty–four (24) hours of the Employer's notification by the Claim Administrator. If any day on which a Transfer Payment is due is a holiday, such payment will be made on the next business day. Late payments are subject to the penalties outlined in Section 7 of this Exhibit.

SECTION 6: CLAIM SETTLEMENTS

6.1 ***Determining what Employer owes.*** A Claim Settlement shall be determined for each Claim Settlement Period indicated in the most current Fee Schedule specifications of Section 1 of this Exhibit. The Claim Settlement shall reflect the sum of the following:

a. All Claim Payments paid by the Claim Administrator in the particular Claim Settlement Period.

b. All Claim Payments paid by the Claim Administrator in prior Claim Settlement Periods that have not been included in a prior Claim Settlement.

c. The Administrative Charges and Credits and other applicable service charges as indicated in the most current Fee Schedule specifications of Section 1 of this Exhibit and any applicable Supplemental Charge(s).

The sum of a., b., and c. above shall be referred to as the Claim Settlement Total.

6.2 ***Employer underpayment.*** If, within the Claim Settlement Period, the Claim Settlement Total exceeds the Transfer Payments, the Employer will pay the difference to the Claim Administrator. The Claim Settlement will be determined within sixty (60) days from the last day of the Claim Settlement Period. The Claim Administrator will notify the Employer in writing of the results of the Claim Settlement. Any sums due the Claim Administrator will be paid Timely by the Employer.

6.3 ***Employer overpayment.*** If, within the Claim Settlement Period, the Transfer Payments exceed the Claim Settlement Total, the Claim Administrator may, at its option, pay such difference to the Employer, apply the difference against amounts then owed the Claim Administrator by the Employer or authorize a reduction equal to such difference from the next Claim Settlement due the Claim Administrator from the Employer.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

SECTION 7: LATE PAYMENTS AND REMEDIES

7.1 ***When Employer Fails to Pay.*** If the Employer fails to pay when due any amount required to be paid to the Claim Administrator under the Agreement, and such default is not cured within ten (10) days of written notice to the Employer, the Claim Administrator may, at its option:

a. Suspend Claim Payments; or

b. Terminate the Agreement as of the effective date specified in such notice.

7.2 ***When Claim Administrator Fails to Timely Notify.*** Pursuant to Section 27 "ENFORCEMENT" of the Agreement, the Claim Administrator's failure to provide the Employer with timely notice of any amount due hereunder shall not be considered a waiver of payment of any amount which may otherwise be due hereunder from the Employer.

7.3 ***Late Charge.*** If the Employer fails to make any payment required by the Agreement on a Timely basis, the Claim Administrator, at its option, may assess a daily charge for the late remittance from the due date of any amount(s) payable to the Claim Administrator by the Employer. This daily charge shall be an amount equal to the amount resulting from multiplying the amount due times the lesser of:

a. The rate of .0329% per day which equates to an amount of twelve percent (12%) per annum; or

b. The maximum rate permitted by state law.

7.4 ***Insolvency.*** In addition, if the Employer becomes insolvent, however evidenced, or is in default of its obligation to make any Transfer Payment as provided hereunder, or if any other default hereunder has occurred and is continuing, then any indebtedness of the Claim Administrator to the Employer (including any and all contractual obligations of the Claim Administrator to the Employer) may be offset and/or recouped and applied toward the payment of the Employer's obligations hereunder, whether or not such obligations, or any part thereof, shall then be due the Employer.

SECTION 8: FINANCIAL OBLIGATIONS UPON AGREEMENT TERMINATION

8.1 ***Run-Off Claims.*** The Employer hereby acknowledges that on the date of termination of the Agreement in accordance with the provisions of either Section 7 of this Exhibit or Section 13 of the Agreement, there may be an undetermined but substantial number of Claims for services rendered or furnished prior to that date which have not been submitted to the Claim Administrator for reimbursement and also an undetermined but substantial number of Claims submitted for reimbursement which have not been paid by the Claim Administrator ("Run–Off Claims"). The Employer shall be responsible for the reimbursement of all Run-Off Claims, whether or not such Claims have been submitted, or whether or not Claim Payments for such Claims have been made by the Claim Administrator, as of the date of termination, including, but not limited to, Claim Payments made in accordance with MSP laws, and for the payment of the Termination Administrative Charge and any other applicable service charges as indicated in the most current Fee Schedule specifications of Section 1 of this Exhibit and any applicable Supplemental Charge(s) pursuant to the processing of such Claims after the Agreement's termination date.

8.2 ***Corresponding Transfer Payments.*** In consideration of the Claim Administrator's continuing to make Claim Payments in accordance with Section 4 of this Exhibit for Run–Off Claims, the Employer shall continue to make Transfer Payments for all such Claims paid by the Claim Administrator up to the Final Settlement outlined below.

8.3 ***Final Settlement.*** A Final Settlement shall be made within sixty (60) days after the last day of the Run–Off Period. This Final Settlement shall compare the Transfer Payments against the Claim Settlement Totals for all Run–Off Claims paid up to the date of the Final Settlement. The difference shall be paid or applied as set forth in Section 6 of this Exhibit. However, if the Transfer Payments exceed the Claim Settlement Totals for all Run–Off Claims paid up to the Final Settlement, the Claim Administrator shall pay such difference to the Employer after applying the difference against amounts, if any, then owed to the Claim Administrator by the Employer.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

SECTION 9: REQUIRED DISCLOSURE PROVISIONS

The Employer represents that it acknowledges and has communicated the provisions stated in each of the following sections of this Exhibit 2 to its Covered Persons.

SECTION 10: PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS:

10.1 ***Claim payment assignment.*** All payments by the Claim Administrator for the benefit of any Covered Person may be made directly to any Provider furnishing Covered Services for which such payment is due, and the Claim Administrator is authorized by such Covered Person to make such payments directly to such Providers. However, the Claim Administrator reserves the right in its sole discretion to pay any benefits that are payable under the terms of the Plan directly to the Covered Person or Provider furnishing Covered Services. All benefits payable to the Covered Person which remain unpaid at the time of the death of the Covered Person will be paid to the estate of the Covered Person.

10.2 ***Claim dispute.*** Once Covered Services are rendered by a Provider, the Covered Person has no right to request the Claim Administrator not to pay the Claim submitted by such Provider and no such request by a Covered Person or his agent will be given effect. Furthermore, the Claim Administrator will have no liability to the Covered Person or any other person because of its rejection of such request.

10.3 ***Plan coverage assignment.*** Neither the Plan nor a Covered Person's claims for payment of benefits under the Plan are assignable in whole or in part to any person or entity at any time. Coverage under the Plan is expressly non–assignable or non–transferable and will be forfeited if a Covered Person attempts to assign or transfer coverage or aids or attempts to aid any other person in fraudulently obtaining coverage under the Plan. However, if the Claim Administrator makes payment because of a person's wrongful use of the identification card of a Covered Person, such payment will be considered a proper payment and the Claim Administrator will have no obligation to pursue recovery of such payment.

SECTION 11: COVERED PERSON/PROVIDER RELATIONSHIP

11.1 ***Choosing a Provider.*** The choice of a Provider is solely the choice of the Covered Person and the Claim Administrator will not interfere with the Covered Person's relationship with any Provider.

11.2 ***Claim Administrator's role.*** It is expressly understood that the Claim Administrator does not itself undertake to furnish hospital, medical or dental service, but solely to make payment to a Provider for the Covered Services received by Covered Persons. The Claim Administrator is not in any event liable for any act or omission of any Provider or the agent or employee of such Provider, including, but not limited to, the failure or refusal to render services to a Covered Person. Professional services which can only be legally performed by a Provider are not provided by the Claim Administrator. Any contractual relationship between a Provider and the Claim Administrator shall not be construed to mean that the Claim Administrator is providing professional service.

11.3 ***Intent of terminology.*** The use of an adjective such as Approved, Administrator, Participating, In-Network or Network in modifying a Provider shall in no way be construed as a recommendation, referral or any other statement as to the ability or quality of such Provider. In addition, the omission, non-use or non-designation of Approved, Administrator, Participating, In-Network, Network or any similar modifier or the use of a term such as Non-Approved, Non-Administrator, Non-Participating, Out-of-Network or Non-Network should not be construed as carrying any statement or inference, negative or positive, as to the skill or quality of such Provider.

11.4 ***Provider's role.*** Each Provider provides Covered Services only to Covered Persons and does not deal with or provide any services to the Employer (other than as an individual Covered Person) or the Plan.

SECTION 12: CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PRESCRIPTION DRUG PROVIDERS

12.1 All amounts payable to the Claim Administrator by the Employer for Claim Payments provided by the Claim Administrator and applicable service charges pursuant to the terms of the Agreement and all required Copayment, deductible and Coshare amounts under the Agreement shall be calculated on the basis of the Provider's Eligible Charge or the agreed upon cost between the Participating Prescription Drug Provider as defined below, and the Claim Administrator, whichever is less.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

12.2 The Claim Administrator hereby informs the Employer and all Covered Persons that it has contracts, either directly or indirectly, with prescription drug Providers ("Participating Prescription Drug Providers") for the provision of, and payment for, prescription drug services to all persons entitled to prescription drug benefits under individual certificates, group health insurance policies and contracts to which the Claim Administrator is a party, including the Covered Persons under the Agreement, and that pursuant to the Claim Administrator's contracts with Participating Prescription Drug Providers, under certain circumstances described therein, the Claim Administrator may receive discounts for prescription drugs dispensed to Covered Persons under the Agreement.

12.3 The Employer understands that the Claim Administrator may receive such discounts during the term of the Agreement. Neither the Employer nor Covered Persons hereunder are entitled to receive any portion of any such discounts except as such items may be indirectly or directly reflected in the service charges specified in the Agreement.

SECTION 13: CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS

13.1 The Claim Administrator hereby informs the Employer and all Covered Persons that it owns a significant portion of the equity of Prime Therapeutics LLC and that the Claim Administrator has entered into one or more agreements with Prime Therapeutics LLC or other entities (collectively referred to as "Pharmacy Benefit Managers"), for the provision of, and payment for, prescription drug benefits to all persons entitled to prescription drug benefits under individual certificates, group health insurance policies and contracts to which the Claim Administrator is a party, including the Covered Persons under the Agreement. Pharmacy Benefit Managers have agreements with pharmaceutical manufacturers to receive rebates for using their products. Pharmacy Benefit Managers may share a portion of those rebates with the Claim Administrator.

13.2 Based upon previous experience with such rebates, the Claim Administrator has estimated that any drug rebate for the Employer would be based on an average dollar amount per prescription ("Expected Rebate"). One–hundred percent (100%) of the Expected Rebate is shared with employers based upon the benefit design and the retail and mail order usage rate. The Expected Rebate passed back to the Employer is determined by multiplying the sum of the estimated dollars times the expected number of annual prescriptions dispensed, then divided by the expected number of Covered Employees, then divided by twelve (12) months. The Expected Rebate amount is reflected as a prescription drug rebate credit per Covered Employee per month.

13.3 The Employer understands that the Claim Administrator may receive such rebates during the term of the Agreement. Neither the Employer nor Covered Persons hereunder are entitled to receive any portion of any such rebates except as such items may be indirectly or directly reflected in the service charges specified in the Agreement.

SECTION 14: BLUECARD

14.1 Like all Blue Cross and Blue Shield Licensees, the Claim Administrator participates in a program called "BlueCard." Whenever Covered Persons access health care services outside the Claim Administrator's service area, the Claims for those services may be processed through BlueCard and presented to the Claim Administrator for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when Covered Persons receive Covered Services within the geographic area served by an on–site Blue Cross and/or Blue Shield Licensee ("Host Blue"), the Claim Administrator will remain responsible to the Employer for fulfilling the Claim Administrator's contract obligations.

14.2 However, the Host Blue will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its participating Providers and handling all interaction with its participating Providers. The financial terms of BlueCard are described generally below.

14.3 Liability Calculation Method Per Claim

The calculation of a Covered Person's liability on Claims for Covered Services incurred outside the Claim Administrator's service area and processed through BlueCard will be based on the lower of the Provider's billed charges or the negotiated price the Claim Administrator pays the Host Blue.

The calculation of the Employer's liability on Claims for Covered Services incurred outside the Claim Administrator's service area and processed through BlueCard will be based on the negotiated price the Claim Administrator pays the Host Blue.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's Provider contracts. The negotiated price paid to a Host Blue by the Claim Administrator on a Claim for Covered Services processed through BlueCard may represent:

a. The actual price paid on the Claim by the Host Blue to the health care Provider ("Actual Price"), or

b. An estimated price, determined by the Host Blue in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non–Claims transactions with all of the Host Blue's health care Providers or one or more particular Providers ("Estimated Price"), or

c. An average price, determined by the Host Blue in accordance with BlueCard Policies, based on a billed charges discount representing the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non–Claims transactions for all of its Providers or for a specified group of Providers ("Average Price"). An Average Price may result in greater variation to the Covered Person and the Employer from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated Price or Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over– or underestimation of past prices. However, the amount paid by the Covered Person and the Employer is a final price and will not be affected by such prospective adjustment. In addition, the use of a liability calculation method of Estimated Price or Average Price may result in some portion of the amount paid by the Employer being held in a variance account by the Host Blue, pending settlement with its participating Providers. Because all amounts paid are final, the funds held in a variance account, if any, do not belong to the Employer and are eventually exhausted by Provider settlements and through prospective adjustments to the negotiated prices.

Statutes in a small number of states may require a Host Blue either a) to use a basis for calculating a Covered Person's liability for Covered Services that does not reflect the entire savings realized, or expected to be realized, on a particular Claim or b) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Claim Administrator would then calculate the Covered Person's liability and the Employer's liability for any Covered Services consistent with the applicable state statute in effect at the time the Covered Person received those services.

14.4 Return of Overpayments

Under BlueCard, recoveries from a Host Blue or from participating Providers of a Host Blue can arise in several ways, including, but not limited to, anti–fraud and abuse audits, Provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a Claim–by–Claim or prospective basis.

14.5 BlueCard Fees and Compensation

The Employer understands and agrees a) to pay certain fees and compensation to the Claim Administrator which the Claim Administrator is obligated under BlueCard to pay to the Host Blue, to the Blue Cross and Blue Shield Association, or to the BlueCard vendors and b) that fees and compensation under BlueCard may be revised from time to time without the Employer's prior approval in accordance with the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a Claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Also, some of these Claim–based fees, such as the access fee and the administrative expense allowance fee, may be passed on to the Employer as an additional Claim liability. Other fees include, but are not limited to, a toll–free phone number fee and a fee for providing certain Provider directories. If you do not have a complete listing, or want an updated listing, of these types of fees or the amount of these fees paid directly by the Employer, you should contact the Claim Administrator's representative.

SECTION 15: SERVICING PLAN AGREEMENTS BETWEEN CLAIM ADMINISTRATOR AND OTHER BLUE CROSS AND BLUE SHIELD PLANS

15.1 In some instances, the Claim Administrator has entered into agreements with other Blue Cross and Blue Shield Plans (hereinafter called the "Servicing Plans") to provide, on the Claim Administrator's behalf, Claim Payments and certain administrative services for those Covered Persons of the Employer residing in the state and/or service area of the Servicing Plans. Pursuant to the agreement between the Claim Administrator and the Servicing Plans, the Claim

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Administrator has agreed to reimburse each Servicing Plan for all Claim Payments made on the Claim Administrator's behalf for those Covered Persons of the Employer residing in the state and/or service area of such Servicing Plan.

15.2 The Claim Administrator hereby informs the Employer, and the Employer shall advise its Covered Persons, that certain Servicing Plans may have contracts with certain Providers ("Servicing Plan Providers") in their service area for the provision of, and payment for, health care services to persons entitled to health care benefits under health policies and contracts to which the Servicing Plan is a party, including the Covered Persons covered under the Administrative Services Agreement, and that pursuant to the Servicing Plan's contracts with its Servicing Plan Providers, under certain circumstances described therein, the Servicing Plan may receive substantial payment from Servicing Plan Providers with respect to services rendered to such persons for which the Servicing Plan was obligated to pay the Servicing Plan Provider, or the Servicing Plan may pay Servicing Plan Providers less than their billed charges for services, by discounts or otherwise, or may receive from Servicing Plan Providers other allowances under the Servicing Plan's contracts with them. The Employer acknowledges that in negotiating the service charge set forth in the Agreement, it has taken into consideration that, among other things, the Servicing Plan may receive such payments, discounts and/or other allowances during the term of its agreement with the Claim Administrator. Further, all amounts payable to the Servicing Plan by the Claim Administrator for Claim Payments made by the Servicing Plan and applicable service charges thereon pursuant to the terms of its agreement with the Claim Administrator (and with respect to most Servicing Plans, any required deductible and Coshare amounts under the Employer's Plan) shall be calculated on the basis of the Servicing Plan Provider's Claim Charge for Covered Services rendered to a Covered Person, irrespective of any separate financial arrangement between the Servicing Plan Provider and the Servicing Plan as referred to herein. However, the Employer acknowledges that the Claim Administrator, under its contract with each Servicing Plan, may be required to reimburse the Servicing Plan only for Claim Payments which have been discounted pursuant to an agreement between the particular Servicing Plan and its Servicing Plan Providers including the service charges thereon. In any event the Employer shall reimburse the Claim Administrator the amount paid by the Claim Administrator to the Servicing Plan for Claim Payments plus any service charges payable by the Claim Administrator to the Servicing Plan, in addition to applicable service charges of the Claim Administrator hereunder.

15.3 The Claim Administrator hereby informs the Employer, and the Employer acknowledges, that the Claim Administrator's, the Host Plans' and the Servicing Plans' Provider contracting arrangements, operational practices and procedures, and the policies and procedures governing software used to process Claims for services rendered by the Claim Administrator's Providers, Host Plans' Providers and the Servicing Plans' Providers may result in minor deviations in Claim processing and/or pricing of Claims for same services.

SECTION 16: MEDICARE SECONDARY PAYER ("MSP") DATA MATCH

16.1 In an effort to facilitate the processing of Claims consistent with the requirements of the MSP statute, and to assist in meeting the statutory obligations, certain Blue Cross and Blue Shield Plans together with the Centers for Medicare & Medicaid Services ("CMS"), formerly known as Health Care Financing Administration ("HCFA"), the federal government agency which administers Medicare, have developed a new enrollment and membership system. The system, also referred to as the "Data Match," is aimed at obtaining, in a Timely and current fashion, information necessary for the Claim Administrator to identify dual coverage situations which fall within the MSP statute, and to determine whether primary or secondary payment should be made for a particular Claim.

16.2 Under the system, the Claim Administrator will provide basic information to CMS about individuals enrolled in Group Health Plans who are also covered by Medicare so that CMS can better detect dual coverage situations.

16.3 The Employer hereby authorizes and directs the Claim Administrator to disclose to CMS periodically, information pertaining to Medicare–eligible Covered Persons under the Plan.

16.4 The Employer agrees that the Claim Administrator's ability to make accurate primary/secondary MSP determinations depends on the breadth and accuracy of the Claim Administrator's files concerning Covered Persons. The Employer agrees to use best efforts in responding promptly and accurately to the Claim Administrator's requests for information and to require and facilitate its Covered Persons' cooperation in responding promptly and accurately to such requests.

16.5 Further, to assure the continuing accuracy of the Claim Administrator's files, the Employer agrees that it is the Employer's responsibility to notify the Claim Administrator promptly of any change in the size of the Employer's work force or status of its employees that might affect the order of payment under the MSP statute, such as information regarding working–aged persons who retire and changes in the size of the Employer's work force that place it in, or take it out of, the scope of the MSP statute. If the Claim Administrator does not receive such information from the Employer, the Claim Administrator will assume that all relevant factors remain unchanged and will process Claims accordingly. The group acknowledges and agrees that the Claim Administrator will be using the information provided

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by the Employer and Covered Persons to update the Claim Administrator's files, and will also forward this information to CMS so that CMS can revise its file to reflect relevant changes in primary/secondary status.

16.6 The Claim Administrator may, in its sole discretion, discontinue its participation in the Data Match system as described above. Nothing in the Agreement shall be construed as obligating the Claim Administrator to continue its participation in the Data Match system.

16.7 **Disclosure Statement:** The Employer acknowledges that the Claim Administrator has furnished it with a copy of a pamphlet entitled "Information Regarding the Medicare Secondary Payer Statute" (also referred to as the "Disclosure Statement"), prepared by the Blue Cross and Blue Shield Association and reviewed by CMS, which administers Medicare.

SECTION 17: REIMBURSEMENT PROVISION

17.1 If a Covered Person incurs expenses for sickness or injury that occurred due to the negligence of a third party and benefits are provided for Covered Services described in the Plan, the following provisions will apply:

a. The Claim Administrator on behalf of the Employer has the right to reimbursement for all benefits the Claim Administrator provided from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by the Covered Person, the Covered Person's parents, if the Covered Person is a minor, or the Covered Person's legal representative as a result of that sickness or injury, in the amount of the Provider's Eligible Charge for Covered Services for which the Claim Administrator has provided benefits to the Covered Person.

b. The Claim Administrator is assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits the Claim Administrator provided for that sickness or injury.

17.2 The Claim Administrator shall have the right to first reimbursement out of all funds the Covered Person, the Covered Person's parents, if the Covered Person is a minor, or the Covered Person's legal representative is or was able to obtain for the same expenses for which the Claim Administrator has provided benefits as a result of that sickness or injury. The Covered Person is required to furnish any information or assistance or provide any documents that the Claim Administrator may reasonably require in order to obtain its rights under this provision. This provision applies whether or not the third party admits liability.

Proprietary Information
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EXHIBIT 3
RECOVERY LITIGATION AUTHORIZATION

The Employer hereby acknowledges and agrees that the Claim Administrator may, at its election, pursue claims of the Employer and/or the Plan, which are related to claims that the Claim Administrator pursues on its own behalf, subject to the following terms and conditions:

1.1 The Claim Administrator shall have the right to select and retain legal counsel.

1.2 Any lawsuit filed or arbitration initiated by the Claim Administrator will be done in the name of the Claim Administrator for its own benefit, as well on behalf of the Employer and possibly other parties. The Claim Administrator will not cause any litigation to be filed or arbitration to be initiated in the name of the Employer and/or the Plan without the Employer's express advance consent. With such permission, any such litigation can be filed or arbitration initiated in the name of the Employer and/or the Plan with attorneys identified as counsel for the Employer or in the name of two or more parties, including the Employer and the Claim Administrator, with attorneys identified as counsel for the Employer, the Claim Administrator and possibly other parties.

1.3 The parties agree to cooperate with each other in pursuit of recovery efforts pursuant to the provisions of this Exhibit, including, providing appropriate authority to communicate with the Employer concerning issues pertaining to any class actions and pursuant to which the Employer specifically declines representation by class litigation counsel.

1.4 The Claim Administrator shall control any recovery strategy and decisions, including decisions to mediate, arbitrate or litigate.

1.5 The Claim Administrator shall have the exclusive right to approve any and all settlements of any claims being mediated, arbitrated or litigated.

1.6 Any and all recoveries, net of all investigative and other expenses relating to the recovery, including costs of settlement, mediation, arbitration or litigation including attorney's fees, made through any means pursuant to the provisions of this Exhibit, including, but not limited to, settlement, mediation, arbitration or trial, will be prorated based upon each party's percentage interest in the recoverable compensatory monetary damages, which allocation shall be done by the Claim Administrator on any reasonable basis it deems appropriate.

1.7 Any and all information, documents, communications or correspondence provided to or obtained by attorneys from either party, as well as communications, correspondence, conclusions and reports by or between attorneys and either party, shall be and are intended to remain privileged and confidential. Each party intends that the attorney–client and work product privileges shall apply to all information, documents, communications, correspondence, conclusions and reports to the full extent allowed by state or federal law. The Claim Administrator shall be permitted to make such disclosures of such privileged and confidential information to law enforcement authorities as it deems necessary or appropriate in its sole discretion. The Employer shall not waive the attorney–client privilege or otherwise disclose privileged or confidential information received in connection with the provisions of this Exhibit or cooperative efforts pursuant to the provisions of this Exhibit without the express written consent of the Claim Administrator.

1.8 The discharge of attorneys by one party shall not disqualify or otherwise ethically prohibit the attorneys from continuing to represent the other party pursuant to the provisions of this Exhibit.

1.9 Nothing in the provisions of this Exhibit shall require the Claim Administrator to assert any claims on behalf of the Employer and/or the Plan.

1.10 Nothing in the provisions of this Exhibit and nothing in attorneys' statements to either party and/or the Plan will be construed as a promise or guarantee about the outcome of any particular litigation, mediation, arbitration or settlement negotiation; therefore, the Employer acknowledges that the efforts of the Claim Administrator may not result in recovery or in full recovery in any particular case.

1.11 The terms and conditions described herein shall survive the expiration or termination of the Agreement; however, nothing herein shall require the Claim Administrator to assert any claims on the Employer's and/or the Plan's behalf following the termination of the Agreement. If the Agreement is terminated after the Claim Administrator has asserted a claim on behalf of the Employer and/or the Plan but before any recovery, the Claim Administrator may in its sole discretion continue to pursue the claim or discontinue the claim.

1.12 If the Employer should desire to participate in a class or multi–district settlement rather than defer to the Claim Administrator, the Employer may reverse the exercise of discretion authorized herein by affirmatively opting into a class settlement and by notifying the Claim Administrator of its decision in writing, immediately upon making such determination as provided for under Section 25 NOTICES of the Agreement.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

1.13 The Employer further acknowledges and agrees that, unless it notifies the Claim Administrator to the contrary in writing as provided for under Section 25 NOTICES of the Agreement, it consents to the terms and conditions of this Exhibit and authorizes the Claim Administrator, on behalf of the Employer and/or the Plan, to:

a. Pursue claims that the Claim Administrator pursues on its own behalf in class action litigation, federal multi-district litigation, or otherwise, including, but not limited to, antitrust, fraud, unfair and deceptive business or trade practice claims pursuant to and in accordance with the provisions of this Exhibit effective immediately;

b. Opt out of any class action settlement or keep the Employer and/or the Plan in the class, if the Claim Administrator believes it is in the best interest of the parties to do so;

c. Investigate and pursue recovery of monies unlawfully, illegally or wrongfully obtained from the Plan.

1.14 The Employer further acknowledges and agrees that the Claim Administrator's decision to pursue recovery in connection with particular claims shall be in the Claim Administrator's sole discretion and the Claim Administrator does not enter into this undertaking as a fiduciary of the Plan or its Covered Persons, but only in connection with its undertaking to pursue recovery of claims of the Employer and/or the Plan when, as, and if the Claim Administrator determines that such claims may be pursued in the common interest of the parties.

1.15 The parties agree in the event that the language in the Agreement shall be in conflict with this Exhibit, the provisions of this Exhibit shall prevail.

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

BlueCross BlueShield of Texas

AMENDMENT February 1, 2009 TO THE ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT to the Administrative Services Agreement is effective as of **February 1, 2009**, and is attached to and made a part of the Administrative Services Agreement by and between **Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company** (hereinafter referred to as the "Claim Administrator"), and **Hidalgo County** (hereinafter referred to as the "Employer"), WITNESSETH AS FOLLOWS:

WHEREAS, the Claim Administrator and the Employer have entered into an Administrative Services Agreement (hereinafter referred to as the "Agreement") which was effective as of February 1, 2008, as may have been amended; and

WHEREAS, the parties desire to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree to amend the Agreement as follows:

A. Under **EXHIBIT 2 - FEE SCHEDULE, FINANCIAL RESPONSIBILITIES AND REQUIRED DISCLOSURES, Section 1.1 FEE SCHEDULE PERIOD** is deleted in its entirety and replaced with the following:

1.1 FEE SCHEDULE PERIOD

Fee Schedule specifications in this Section 1 are for the **Fee Schedule Period** commencing on **February 1, 2009** and ending on end of day **January 31, 2010**.

B. Under **EXHIBIT 2 - FEE SCHEDULE, FINANCIAL RESPONSIBILITIES AND REQUIRED DISCLOSURES, Section 1.3 ADMINISTRATIVE CHARGES AND CREDITS** is deleted in its entirety and replaced with the following:

1.3 ADMINISTRATIVE CHARGES AND CREDITS

a. The **Administrative Charge**, calculated monthly, shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category by the appropriate factors shown below.

Composite	2009
Base Administrative Charge (Medical)	$29.63
Commissions	$1.80*
Rx Rebate Credit	TBD
Total	TBD

*** For purposes of this Amendment, it is assumed that the commission level will not change in 2009.**

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
An Independent Licensee of the Blue Cross and Blue Shield Association

b. The **Termination Administrative Charge** applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category during the three (3) months immediately preceding the date of termination by the appropriate factors shown below.

	2009
Medical Run-off Administration Charge	$7.63

c. The **Prescription Drug Program Rebate Credit** is $TBD per Covered Employee per month. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. The rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in Section 13 of this Exhibit, titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year specified below.

BLUE CROSS AND BLUE SHIELD OF TEXAS, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company

By: _____

Title: Divisional Vice President

Date: _____

HIDALGO COUNTY

By: _____

Title: _____

Date: _____

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

BlueCross BlueShield of Texas

AMENDMENT February 1, 2010 TO THE ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT to the Administrative Services Agreement is effective as of **February 1, 2010**, and is attached to and made a part of the Administrative Services Agreement by and between **Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company** (hereinafter referred to as the "Claim Administrator"), and **Hidalgo County** (hereinafter referred to as the "Employer"), WITNESSETH AS FOLLOWS:

WHEREAS, the Claim Administrator and the Employer have entered into an Administrative Services Agreement (hereinafter referred to as the "Agreement") which was effective as of February 1, 2008, as may have been amended; and

WHEREAS, the parties desire to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree to amend the Agreement as follows:

A. Under **EXHIBIT 2 - FEE SCHEDULE, FINANCIAL RESPONSIBILITIES AND REQUIRED DISCLOSURES, Section 1.1 FEE SCHEDULE PERIOD** is deleted in its entirety and replaced with the following:

1.1 FEE SCHEDULE PERIOD

Fee Schedule specifications in this Section 1 are for the **Fee Schedule Period** commencing on **February 1, 2010** and ending on end of day **January 31, 2011**.

B. Under **EXHIBIT 2 - FEE SCHEDULE, FINANCIAL RESPONSIBILITIES AND REQUIRED DISCLOSURES, Section 1.3 ADMINISTRATIVE CHARGES AND CREDITS** is deleted in its entirety and replaced with the following:

1.3 ADMINISTRATIVE CHARGES AND CREDITS

a. The **Administrative Charge**, calculated monthly, shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category by the appropriate factors shown below.

Composite	2010
Base Administrative Charge (Medical)	$33.44
Commissions	$1.80*
Rx Rebate Credit	TBD
Total	TBD

*** For purposes of this Amendment, it is assumed that the commission level will not change in 2010.**

Proprietary Information
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A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
An Independent Licensee of the Blue Cross and Blue Shield Association

b. The **Termination Administrative Charge** applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category during the three (3) months immediately preceding the date of termination by the appropriate factors shown below.

	2010
Medical Run-off Administration Charge	$8.01

c. The **Prescription Drug Program Rebate Credit** is $TBD per Covered Employee per month. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. The rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in Section 13 of this Exhibit, titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year specified below.

BLUE CROSS AND BLUE SHIELD OF TEXAS, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company

By: _____

Title: Divisional Vice President

Date: _____

HIDALGO COUNTY

By: _____

Title: _____

Date: _____

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

AI-9716 **17.A.10.**

Architectural Services for "AS BUILT" drawings & renovation of the existing Courthouse

CC REGULAR

Date: 06/17/2008
Submitted By: Ramon Vela, PURCHASING DEPT.
Submitted For: Ramon Vela
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion/update, status report, consideration, and approval (if necessary) on the on-going negotiations (in connection with the scopes of work) with the number one ranked architectural firm of ERO for the Courthouse Renovation Project including, but not limited to, the following:
Phase I: Prepare drawings of existing conditions of the site and buildings located on the Courthouse Square;
Phase II: Perform a facilities, building code and deferred maintenance assessments of the site, building and physical plant;
Phase III: Design the renovation of the 3rd., 4th., and 5th. floors to accommodate new courtrooms, ancillary spaces and other floors or buildings located on the Courthouse property.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Possible funding source will be the Countywide Administration - Contingency G/F account. Project development will necessitate the creation of proper accounts to be determined by the Auditor's Office, refer to AI 7765/13.A.13.A,B. CC meeting date of 2-6-08, "No Action" taken. (IC, 6-13-08).

Funding for this engagement would need to be identified and in place at the time of approving a negoitated contract with the firm.

Attachments

Link: 9716
Link: 02

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/13/2008 12:15 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 01:50 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/13/2008 02:09 PM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 03:11 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 05:05 PM	APRV

Form Started By: Ramon Vela Started On: 06/10/2008 02:56 PM

Final Approval Date: 06/13/2008

AI-7765 **13.A.13.**

Architecural Services

CC REGULAR

Date: 02/06/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action for Hidalgo County to engage architectural services through:
A. the approved "pool" (completing the nomination, scoring/evaluation, ranking and negotiation process); or,
B. the publication of an advertisement for a project specific RFQ;
for architectural services to generate a set of "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**

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

BUDGETARY IMPACT:

Possible funding source will be the County Wide Administration Account (Contingency). Project developement will necessitate the creation of proper accounts to be determined by the Auditors Office. (RS)

Funding for this engagement would need to be identified and in place at the time of approving a negotiated contract with the architectural firm. (MS)

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/31/2008 05:02 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 07:54 AM	APRV
3	Rey Salazar	Rey Salazar	02/01/2008 11:35 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Marty Salazar Started On: 01/31/2008 04:31 PM

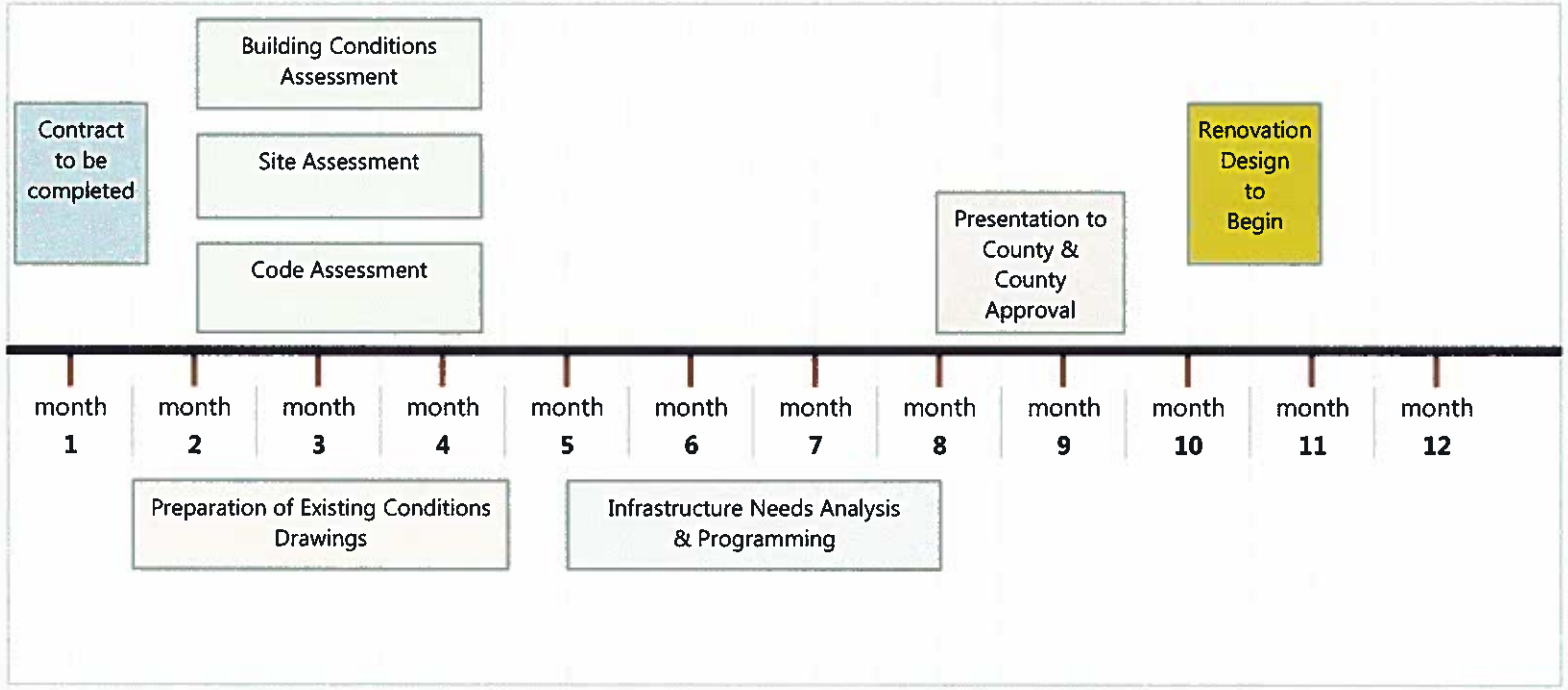
Final Approval Date: 02/01/2008

ERO

architecture | engineering | interior design | urban design

TIMELINE

Hidalgo County Courthouse Renovations



Ramon

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 09, 2008 2:07 PM
To: 'Eli R. Ochoa'
Cc: 'Valde'; ramon.vela@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; 'Oscar Garza'; moises.salazar@co.hidalgo.tx.us
Subject: RE: Courthouse Building and Grounds

Mr. Ochoa,
In reviewing your Phase I & 2, I need clarifications. In Phase I you propose "Prepare drawings of existing conditions of the site and buildings ..." . Excuse my lack of familiarity with architectural jargon, does this include or the same as "as built drawings"? Just want to be sure that the County's understanding of what it's requesting is what we conveyed to you at our meeting. Will Phase II include a structural assessment along with what is proposed? Phase III is clear on the County's intent. However, the one thing we (the County) is attempting to provide you is a timeline for the relocation of the spaces currently occupied by the District Attorney's Office and the details of how the vacated space would be converted. Obviously courtroom and ancillary spaces are priorities. If you will clarify these issues we can proceed to approve your proposed A/E services (scope of work/services) and continue to finalize your contract.

Yours truly,
Marty Salazar

From: Eli R. Ochoa [mailto:eochoa@erointernational.com]
Sent: Monday, April 07, 2008 9:29 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: ramon.vela@co.hidalgo.tx.us
Subject: Courthouse Building and Grounds

Martha,

The A/E Services contract you presented me is currently being reviewed by our attorney. I believe his review is nearly complete. I will forward you his comments and have him speak directly with Steve Crain regarding any legalese.

My understanding of the scope of services is as follows:

Phase I: **Prepare drawings of existing conditions of the site and buildings located on the Courthouse Square bounded by McIntyre Street on the north, Closner Blvd. on east, Cano Street on the South and 10th Ave. on the west.**

Phase II: **Perform a facilities assessment, building code assessment and deferred maintenance assessment of the site, building and physical plant.**

Phase III: **Design the renovation of the 3rd, 4th and 5th floors to accommodate new courtrooms and ancillary spaces.**

10. **A. Presentation for discussion and consideration of a recommendation to REJECT all responses received for RFP 2008-038-02-13-lrm "Support & Maintenance of Hidalgo County Phone System" so as to draft and develop modifications to the requirements and/or specifications through Purchasing and the IT Dept.**

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

B. Requesting authority to advertise for "Support & Maintenance of Hidalgo County Shoretel Phone System" and approval of modified requirements and/or specifications.

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

11. **A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Architectural Services in connection with "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations;**

On motion of Commissioner Palacios, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of architects in connection with professional Architectural Services required for the "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations;
1st . ERO International 96 pts. 2nd.Stetanos/Santopetro 94 ½ pts
3rd.Gomez, Mendez, Saenz 93 pts.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to rank ERO International as #1, Stetanos/Santopetro as #2 & Gomez, Mendez, Saenz as #3.

C. Authority for the Purchasing Department to negotiate a professional Architectural Services Contract with the No.1 ranked firm of ERO International for the provision of Architectural Services for "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval for ERO International.

At this time Commissioner Handy returns to the Court.

At this time Commissioner Palacios steps out of the Court.

AI-9756 **17.A.11.**

Hidalgo County IT - Negotiated Service Contract-Support & Maintenance of Hidalgo County Phone System- CC REGULAR

Date: 06/17/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated (as approved for negotiations by CC on 5/19/08) of a Service Contract (as reviewed and approved as to form by legal counsel) between Hidalgo County and Lava Concepts & Consulting (to supply and provide direct Shore Tel Enterprise maintenance and support services) in connection to RFP No. 2008-152-04-23-LRM for the "Support and Maintenance of Hidalgo County's Phone System".

BACKGROUND

Vendor will provide support and maintenance over the phone (not on sight), therefore, no insurance will be needed.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/13/2008 $94,922.22

Attachments

Link: Draft Service Contract
Link: Exhibit A & B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:15 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:31 AM	APRV
3	Andres Castro	Andres Castro	06/13/2008 05:16 PM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 04:42 PM	NEW

Form Started By: Letty Saenz Started On: 06/11/2008 04:37 PM

Final Approval Date: 06/13/2008

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-152-00-00

THIS CONTRACT is made and entered into this _____ day of _____, **2008** by and between the **County of Hidalgo, Texas** ("County"), and **Rupert Lee Gonzalez d/b/a LAVA Concepts & Consulting** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Service and Maintenance of Hidalgo County Phone System" (on an as needed basis) and company intends to utilize the Shore Tel direct maintenance and support** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for or up to an additional four (4) one (1) year term. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All 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 employment of Company who operate such 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 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:

to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Rupert Lee Gonzalez d/b/a** **LAVA Concepts & Consulting** **3908 Warbler Avenue** **McAllen, Texas 78504**

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.**

APPROVED AS TO FORM:

By: _____
Atlas & Hall, LLP

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Ruperto Lee Gonzlaez d/b/a LAVA Concepts & Consulting

By:_____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "B"
VENDOR'S PROPOSAL

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY REQUEST FOR PROPOSALS
"SUPPORT & MAINTENANCE OF HIDALGO COUNTY PHONE SYSTEM"
BID NO: 2008-152-04-23-LRM

OVERVIEW:

TO PROVIDE support and equipment on an **as needed basis** to Hidalgo County Phone System for 12 months with the option to renew for four (4) additional one (1) year terms. County of Hidalgo is seeking to expand their existing ShoreTel Voice Communications Systems.

a) **SCOPE OF SERVICES AND RESPONSIBILITIES**: Vendor must be an authorize ShoreTel distributor.

1) Price for ShoreTel ShoreCare Enterprise Support for the following equipment count:

ShoreGear 40/8	9
ShoreGear 60/12	10
ShoreGear 120/24	23
ShoreGear T1	9
Extension & Mailbox License	1,268
Extension-only License	119
Softphone License	30
Distributed Voice Services License	6
Personal Call Manager	1,387
Operator Call Manager	10
Supervisor Call Manager	80

a) As an option include a price for ShoreTel ShoreCare Enterprise support for the following equipment:

ShorePhone IP 110 – Black	12
ShorePhone IP560 – Black	1,267
ShorePhone BB 24 – Black	12

2) The County is also interested in purchasing additional ShoreTel equipment. **NOTICE TO SUBMITTER: Submitter** should submit pricing based upon the following equipment specifications to be purchased **on an as needed basis:**

Item Number	Item Name
10142	ShoreGear 40/8
10168	ShoreGear 60/12
10134	ShoreGear 120/24
10259	ShoreGear 50
10260	ShoreGear 90
10144	ShoreGear T1
10261	ShoreGear 220T1

10229	ShoreGear 220T1A
10177	ShorePhone IP 110 - Black
10216	ShorePhone IP 115 - Silver (requires v7.5 software)
10217	ShorePhone IP 115 - Black (requires v7.5 software)
10199	ShorePhone IP212k - Silver
10198	ShorePhone IP212k - Black
10197	ShorePhone IP230 - Silver
10196	ShorePhone IP230 - Black
10218	ShorePhone IP 265 - Silver (requires v7.5 software)
10219	ShorePhone IP 265 - Black (requires v7.5 software)
10148	ShorePhone IP560 - Silver
10156	ShorePhone IP560 - Black
10203	ShorePhone IP560g - Silver
10204	ShorePhone IP560g - Black
10220	ShorePhone IP565 - Silver (requires v7.5 software)
10221	ShorePhone IP565 - Black (requires v7.5 software)
10174	ShorePhone BB 24 - Silver
10175	ShorePhone BB 24 - Black
10274	ShorePhone IP8000 - Conference Phone
10269	ShorePhone Gig Power Adaptor 10/100/1000
10126	ShorePhone AP100 (minimum 3)
29122	ShoreTel 7.0 Software (Controlled Release)
29123	ShoreTel 7.5 Software (Controlled Release)
30035	Extension & Mailbox License
30039	Extension-only License
30040	Mailbox-only License
30006	Softphone License
30043	SIP Trunk Software License
30044	Additional Site License
30049	ShoreTel TAPI Application Server License
30048	ShoreTel Remote Web Reporting License
10243	Base Unit, Conference Bridge, Max 48 Ports
10244	Enhanced, Conference Bridge, Max 96 Ports
10245	Base, Audio Conference SW with 12 Ports
10246	Base, Audio & Web Conference SW with 12 Ports
10247	Add-on, Audio Conference SW (12 Ports)
10248	Add-on, Audio & Web Conference SW (12 Ports)
10249	Base, Conference Bridge Upgrade, 1st 12 Web Ports
10250	Base, Conference Bridge Upgrade, additional 12 Web Ports
10251	Upgrade, 12 Document Ports to Application Sharing
30001	Personal Call Manager
40002	Operator Call Manager
40003	Agent Call Manager
40004	Supervisor Call Manager
30051	Mobile Call Manager (requires ShoreTel v7.5 or later)
10195	IP110 / 115 / BB24 Wall Mount Kit
10211	IP212k/ 230/ 265 Wall Mount Kit
10169	IP560 Wall Mount Kit

(NO SUBSTITUTIONS WILL BE ACCEPTED)

Enterprise Support Agreement without Phones

Prepared for ShoreTel Customer: Hidalgo County

Quote Generated: 04/21/2008

Current ShoreCare Expiration:

	Qty	Port/Client Count	Agreement Term: List Price*	Enterprise Support 1Yr	3Yr	5Yr
ShoreGear 40/8	9	72	$ 17,955	$ 718.20	$ 1,939.14	$ 3,052.35
ShoreGear 60/12	10	120	$ 29,950	$ 1,198.00	$ 3,234.60	$ 5,091.50
ShoreGear 120/24	23	552	$ 114,885	$ 4,595.40	$ 12,407.58	$ 19,530.45
ShoreGear T1	9	–	$ 31,455	$ 1,258.20	$ 3,397.14	$ 5,347.35
Extension & Mailbox License	1,268	1,268	$ 253,600	$ 40,576.00	$ 109,555.20	$ 172,448.00
Extension-only License	119	119	$ 16,660	$ 2,665.60	$ 7,197.12	$ 11,328.80
Softphone License	30	–	$ 4,500	$ 720.00	$ 1,944.00	$ 3,060.00
Distributed Voice Services License	6	–	$ 5,970	$ 955.20	$ 2,579.04	$ 4,059.60
Personal Call Manager	1,387	N/A	$ -	$ -	$ -	$ -
Operator Call Manager	10	N/A	$ 5,950	$ 952.00	$ 2,570.40	$ 4,046.00
Supervisor Call Manager	80	N/A	$ 47,600	$ 7,616.00	$ 20,563.20	$ 32,368.00
TOTAL Partner Price of All ShoreTel Products:				$ 61,254.60	$ 165,387.42	$ 260,332.05
Additional Discounts:				$ 6,125.46	$ 16,538.74	$ 26,033.21
TOTAL Price of All ShoreTel Products after Discounts:				$ 55,129.14	$ 148,848.68	$ 234,298.84

Exhibit "B"

Enterprise Support Agreement with Phones

Prepared for ShoreTel Customer: **Hidalgo County**

Quote Generated: **04/21/2008**

Current ShoreCare Expiration:

	Qty	Port/Client Count	List Price*	Agreement Term: Enterprise Support 1Yr	3Yr	5Yr
ShoreGear 40/8	9	72	$ 17,955	$ 718.20	$ 1,939.14	$ 3,052.35
ShoreGear 60/12	10	120	$ 29,950	$ 1,198.00	$ 3,234.60	$ 5,091.50
ShoreGear 120/24	23	552	$ 114,885	$ 4,595.40	$ 12,407.58	$ 19,530.45
ShoreGear T1	9	–	$ 31,455	$ 1,258.20	$ 3,397.14	$ 5,347.35
ShorePhone IP 110 - Black	12	–	$ 1,788	$ 178.80	$ 482.76	$ 942.28
ShorePhone IP560 - Black	1,267	–	$ 442,183	$ 44,218.30	$ 119,389.41	$ 233,030.44
ShorePhone BB 24 - Black	12	–	$ 3,588	$ 358.80	$ 968.76	$ 1,890.88
Extension & Mailbox License	1,268	1,268	$ 253,600	$ 40,576.00	$ 109,555.20	$ 172,448.00
Extension-only License	119	119	$ 16,660	$ 2,665.60	$ 7,197.12	$ 11,328.80
Softphone License	30	–	$ 4,500	$ 720.00	$ 1,944.00	$ 3,060.00
Distributed Voice Services License	6	–	$ 5,970	$ 955.20	$ 2,579.04	$ 4,059.60
Personal Call Manager	1,387	N/A	$ -	$ -	$ -	$ -
Operator Call Manager	10	N/A	$ 5,950	$ 952.00	$ 2,570.40	$ 4,046.00
Supervisor Call Manager	80	N/A	$ 47,600	$ 7,616.00	$ 20,563.20	$ 32,368.00
			TOTAL Partner Price of All ShoreTel Products:	$ 106,010.50	$ 286,228.35	$ 496,195.64
			Additional Discounts:	$ 10,601.05	$ 28,622.84	$ 49,619.56
			TOTAL Price of All ShoreTel Products after Discounts:	$ 95,409.45	$ 257,605.51	$ 446,576.08

Lava Concepts & Consulting
3908 Warbler Ave.
McAllen, TX 8504
Lee Gonzalez
956-648-9559

Lava Concepts & Consulting Proposed Equipment Price List

Customer: Hidalgo County
2802 So. Business 281
Edinburg, Texas 78539
Attn: Martha L. Salazar
Date: 21-Apr-08

Description		Quantity	SKU #	Unit List	List Price	Net Price
ShoreGear Voice Switches:						
	ShoreGear 40/8	1	10142	$ 1,995.00	$ 1,995.00	$ 1,596.00
	ShoreGear 60/12	1	10168	$ 2,995.00	$ 2,995.00	$ 2,396.00
	ShoreGear 120/24	1	10134	$ 4,995.00	$ 4,995.00	$ 3,996.00
	ShoreGear 50	1	10259	$ 1,995.00	$ 1,995.00	$ 1,596.00
	ShoreGear 90	1	10260	$ 2,995.00	$ 2,995.00	$ 2,396.00
	ShoreGear T1	1	10144	$ 3,495.00	$ 3,495.00	$ 2,796.00
	ShoreGear 220T1	1	10261	$ 7,495.00	$ 7,495.00	$ 5,996.00
	ShoreGear 220T1A	1	10229	$ 8,195.00	$ 8,195.00	$ 6,556.00
ShorePhone Telephones:						
	ShorePhone IP 110 - Black	1	10177	$ 149.00	$ 149.00	$ 119.20
	ShorePhone IP 115 - Silver (requires v7.5 software)	1	10216	$ 159.00	$ 159.00	$ 127.20
	ShorePhone IP 115 - Balck (requires v7.5 software)	1	10217	$ 159.00	$ 159.00	$ 127.20
	ShorePhone IP212k - Silver	1	10199	$ 299.00	$ 299.00	$ 239.20
	ShorePhone IP212k - Black	1	10198	$ 299.00	$ 299.00	$ 239.20
	ShorePhone IP230 - Silver	1	10197	$ 259.00	$ 259.00	$ 207.20
	ShorePhone IP230 - Black	1	10196	$ 259.00	$ 259.00	$ 207.20
	ShorePhone IP 265 - Silver (requires v7.5 software)	1	10218	$ 369.00	$ 369.00	$ 295.20
	ShorePhone IP 265 - Balck (requires v7.5 software)	1	10219	$ 369.00	$ 369.00	$ 295.20
	ShorePhone IP560 - Silver	1	10148	$ 349.00	$ 349.00	$ 279.20
	ShorePhone IP560 - Black	1	10156	$ 349.00	$ 349.00	$ 279.20
	ShorePhone IP560g - Silver	1	10203	$ 429.00	$ 429.00	$ 343.20
	ShorePhone IP560g - Black	1	10204	$ 429.00	$ 429.00	$ 343.20
	ShorePhone IP565 - Silver (requires v7.5 software)	1	10220	$ 599.00	$ 599.00	$ 479.20
	ShorePhone IP565 - Black (requires v7.5 software)	1	10221	$ 599.00	$ 599.00	$ 479.20
	ShorePhone BB 24 - Silver	1	10174	$ 299.00	$ 299.00	$ 239.20
	ShorePhone BB 24 - Black	1	10175	$ 299.00	$ 299.00	$ 239.20
	ShorePhone IP8000 - Conference Phone	1	10263	$ 1,299.00	$ 1,299.00	$ 1,039.20
	ShorePhone Power Adaptor for Ethernet speed of 10/100 (min 10 w/o phone order)	10	10157	$ 35.00	$ 350.00	$ 280.00
	ShorePhone Gig Power Adaptor 10/100/1000	10	10269	$ 55.00	$ 550.00	$ 440.00
	ShorePhone AP100 (minimum 3)	3	10126	$ 139.00	$ 417.00	$ 333.60
ShoreWare Application Server:						
	ShoreTel 7.0 Software (Controlled Release)	1	29122	$ -	$ -	$ -
	ShoreTel 7.5 Software (Controlled Release)	1	29123	$ -	$ -	$ -
	Extension & Mailbox License	1	30035	$ 200.00	$ 200.00	$ 160.00
	Extension-only License	1	30039	$ 140.00	$ 140.00	$ 112.00
	Mailbox-only License	1	30040	$ 90.00	$ 90.00	$ 72.00
	Softphone License	1	30006	$ 150.00	$ 150.00	$ 120.00
	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge, you must upgrade it to Release 5.6)	1	30043	$ 50.00	$ 50.00	$ 40.00

Description		Quantity	SKU #	Unit List	List Price	Net Price
	Additional Site License	1	30044	$ 495.00	$ 495.00	$ 396.00
	ShoreTel TAPI Application Server License	1	30049	$ 495.00	$ 495.00	$ 396.00
	ShoreTel Remote Web Reporting License	1	30048	$ 2,695.00	$ 2,695.00	$ 2,156.00
Converged Conference Bridges:						
	Base Unit, Conference Bridge, Max 48 Ports	1	10243	$ -	$ -	$ -
	Enhanced, Conference Bridge, Max 96 Ports	1	10244	$ 1,000.00	$ 1,000.00	$ 800.00
	Base, Audio Conference SW with 12 Ports	1	10245	$ 9,300.00	$ 9,300.00	$ 7,440.00
	Base, Audio & Web Conference SW with 12 Ports	1	10246	$15,600.00	$15,600.00	$12,480.00
	Add-on, Audio Conference SW (12 Ports)	1	10247	$ 8,700.00	$ 8,700.00	$ 6,960.00
	Add-on, Audio & Web Conference SW (12 Ports)	1	10248	$13,200.00	$13,200.00	$10,560.00
	Add-on, Audio & Document Sharing SW (12 Ports) (version 4.5 only)	1	10254	$14,400.00	$14,400.00	$11,520.00
	Base, Conference Bridge Upgrade, 1st 12 Web Ports (requires Conf Bridge Release 5.6)	1	10249	$10,320.00	$10,320.00	$ 8,256.00
	Base, Conference Bridge Upgrade, additional 12 Web Ports	1	10250	$ 9,480.00	$ 9,480.00	$ 7,584.00
	Upgrade, 12 Document Ports to Application Sharing	1	10251	$ 2,500.00	$ 2,500.00	$ 2,000.00
ShoreWare Client Software:						
	Personal Call Manager without Phone	1	30001	$ 125.00	$ 125.00	$ 100.00
	Personal Call Manager	1	30001	$ 125.00	$ -	$ -
	Operator Call Manager	1	40002	$ 595.00	$ 595.00	$ 476.00
	Agent Call Manager	1	40003	$ 295.00	$ 295.00	$ 236.00
	Supervisor Call Manager	1	40004	$ 595.00	$ 595.00	$ 476.00
	Mobile Call Manager (requires ShoreTel v7.5 or later)	1	30051	$ 95.00	$ 95.00	$ 76.00
Other Equipment Pricing Estimate:						
	IP110 / 115 / BB24 Wall Mount Kit	1	10195	$ 13.00	$ 13.00	$ 13.00
	IP212k/ 230/ 265 Wall Mount Kit	1	10211	$ 13.00	$ 13.00	$ 13.00
	IP560 Wall Mount Kit	1	10169	$ 12.25	$ 12.25	$ 12.25
	Handset, IP phone	1	10162	$ 27.00	$ 27.00	$ 27.00

Prices does not include shipping cost.
Prices does not include support. Support will be prorated as per the contract specifications.

PURCHASING DEPARTMENT
County Of Hidalgo

Ruperto Lee Gonzalez, Owner
LAVA Concepts & Consulting
3908 Warbler Avenue
McAllen, Tx 78504

Re: *Negotiation and/or Clarification-RFP-2008-152-02-13-LRM - Support & Maintenance of Hidalgo County Phone System-Hidalgo County*

Mr. Gonzalez,

Pursuant to our negotiations meeting held on Friday, June 6, 2008 regarding the referenced RFP, we are hereby requesting further negotiation and/or clarification of the following: Please respond by acknowledging with AGREE or DISAGREE and or, ALTERNATE OFFER. (All responses will become part of the final negotiated contract document as exhibits).

1) Lava Concepts & Consulting will provide Hidalgo County with a Shore Tel Enterprise Agreement for the direct maintenance and support for Hidalgo County Shore Tel phone system and equipment. After award Lava Concepts & Consulting agrees to submit a Shore Tel Enterprise Agreement between Lava and Shore Tel for the direct maintenance and support of Hidalgo County Phone System.

Agree _____ Disagree _____ or, Alternate Offer ✓

See Attached

2) In the event, the County of Hidalgo chooses to extend its sole option to exercise a one (1) year option to renew/extend (for up to four (4) additional one (1) year terms), the County of Hidalgo requests a fixed fee commitment of $ 46,859.77 from Lava Concepts & Consulting on an annual amount basis. In addition, if Shore Tel fails to respond, Lava Concepts will commit to a two (2) hour service response time when requested by Hidalgo County.

Agree _____ Disagree _____ or, Alternate Offer ✓

See Attached

Response to this negotiations/clarification is due by no later than 3:00 P.M., June 12, 2008 to via email leticia.saenz@co.hidalgo.tx.us and facsimile to (956) 318-2629.

Thank you for your prompt attention and cooperation to this important matter. Should you have any questions or require additional information, please do not hesitate to call me at (956) 292-7000 x-4861.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: Ramon Ramirez, IT Director — ramon@co.hidalgo.tx.us
Martha L. Salazar, CPPB/Purchasing Agent — Martha.salazar@co.hidalgo.tx.us
Ramon Vela, Asst. Purchasing Agent — ramon.vela@co.hidalgo.tx.us
Laura Renteria-Maya, Buyer II — laura.maya@co.hidalgo.tx.us
File

Leticia,

The following are my responses to the *Negotiation and/or Clarification-RFP-2008-152-02-13-LRM-Support & Maintenance of Hidalgo County Phone System-Hidalgo County:*

1) I will provide a ShoreCare Enterprise Support Agreement, which will include my Company Information on page 3 of the agreement.
2) I will not commit to a fixed fee commitment. My proposal includes prices for a one year, three year, or five year commitment from Hidalgo County for existing equipment. In order to receive the three or five year reduced prices, Hidalgo County would have to commit upfront to a three or five year commitment that is not optional on a yearly basis. I did provide a one year agreement if Hidalgo County would like to have the option to renew on a yearly basis. Also, the support proposal is based on existing equipment counts. The support prices are prorated throughout the year on purchases of new equipment. Then on each new renewal the equipment count will be evaluated and then a new support price will be determined. Lava Concepts can commit that I will continue to offer Hidalgo County a 10% discount from List Price on Support. Last, Lava Concepts can commit to a two hour response time when requested by Hidalgo County when ShoreTel fails to respond.

To clarify further, Lava Concepts will and can commit to a fixed 10% discount from List Price for Support & Maintenance fees, as well as, a 20% discount from List Price for Equipment Purchases. My Price List will be determined on a yearly basis. List Prices are determined by ShoreTel, Inc. and are subject to change. This is my best and final offer.

Thank You,

Lee Gonzalez
Lava Concepts & Consulting

AI-9782 **17.A.12.**

Federal/State Pool Of Qualified Consultants
CC REGULAR

Date: 06/17/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and approval of the responses received in connection with the establishment of a "Pool" through a "Request For Proposals with Qualifications" for the provision of professional consulting services to seek funding and assistance through state, federal, private sector and other sources on an as needed basis, for the purposes of qualifying the participants for the "pool".

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding source has yet to be identified. This may depend on type of compensation selected by CC, i.e. contingency fee basis, fixed fee, hourly, contingency plus expense reimbursement, etc.

Attachments

Link: Participation and Tabulation Log

Link: Areas Of Participants Criteria

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:29 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:40 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/13/2008 08:47 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:50 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:24 PM	APRV

Form Started By: Vangie Garcia Started On: 06/12/2008 02:56 PM

Final Approval Date: 06/13/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **MAY 21,2008** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL/QUALFICATION DESCRIPTION: "**Hidalgo County-Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal and Private Sectors And Other Sources**"

RFP/Q NO: **2008-103-05-21-VYG**

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s**
1. Dos Logistics Celina Garza EMAIL: celinagarza@doslogistics.com	EMAIL	VANGIE Y. GARCIA	05/01/08	24114 FM 2556 LA FERIA, TX 78593 266-8770 (CELL) 956-797-4601
2. Holis, Rutledge & Associates- Vicky	IP	HECTOR	05-01-08	414 N. MAYBERRY MISSION, TEXAS 78572- 583-0002 (F) 583-05000
3. David Diaz 631-2520 (F) 279-3132 (C) EMAIL:	MAIL	VANGIE Y. GARCIA	05/01/08	P.O. BOX 774 EDINBURG, TEXAS 78540
4. Caballero Governmental Affairs - Elvia Lopez- (P) 512-731-5388 (F) 512-280-7207	MAIL	VANGIE Y. GARCIA	05/01/08	4009 IRIONA BEND AUSTIN, TX 78749 EMAIL: eclopez327@aol.com
5. Texas Horizon Public & Governmental Affairs 512-462-2272 (F) 512-916-4774	MAIL	VANGIE Y. GARCIA	05/01/08	6816 GREYCLOUD DRIVE AUSTIN, TX 78745
6. Schulle Consultant Group, Inc. (P) 512-754-8119 EMAIL: schulle@tspe.org	MAIL EMAIL	VANGIE Y. GARCIA	05/01/08	132 PINTO LANE SAN MARCOS, TX 78666
7. Bickerstaff, Helath, Pollan & Caroom, L.L.P. 512-472-8021 (F) 512-320-5638 DAVID MENDEZ	MAIL EMAIL	VANGIE Y. GARCIA	05/01/08	816 CONGRESS AVENUE, SUITE 1700 AUSTIN, TX 78701 EMAIL: dmendez@bickerstaff.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL/QUALIFICATION ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

Proposal Acceptance Date: **MAY 21, 2008**	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL/QUALIFICATION: Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Souces

PROPOSAL/QUALIFICATIONS NO: 2008-103-05-21-VYG

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#01	DOS LOGISTICS, INC.	√	
#02	VAZALDUA & ASSOCIATES	√	
#03	TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP	√	
#04	HOLLIS, RUTHEDGE AND ASSOCIATES	√	
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP/Q- POOL

DESCRIPTION OF RFP/Q: HIDALGO COUNTY POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES	RFP/Q NO: 2008-103-05-21-VYG
RFP/Q ACCEPTANCE DATE: **MAY 21, 2008**	RFP/Q ACCEPTANCE TIME: **9:30 A.M.**
QUALIFIED POOL ROSTER EFFECTIVE PERIOD: _____, 2008 through _____, 2009	

	NAME OF COMPANY	RFP/Q AREAS OF CRITERIA				
		BACKGROUND PROVIDED	EXPERIENCE	QUALIFICATIONS	PERFORMANCE/PERSONEL/STAFFING	Other
#01	**VAZALDUA & ASSOCIATES** 205 W. IRIS MCALLEN, TEXAS 78501 956-451-6775 – (F) 956-683-9110 email: paulmv555@yahoo.com	√ Background information was provided	√ 18 Yrs. Of Experience	√	√ Five (5) Staff	√ County Forms Submitted
#02	**DOS LOGISTICS, INC.** 212 West 3RD STREET WESLACO, TEXAS 78596 (956) 968-8800 or (956) 797-4601 (FAX) (956) 447-8194 Email: ericybarra@doslogistics.com	√ Background information was provided	√ 150 Years Total Combined Experience	√	√	√ County Forms Submitted
#03	**HOLLIS RUTLEDGE AND ASSOCIATES, INC.** 414 N. MAYBERRY STREET MISSION, TEXAS 78572 (956) 583-0002 (FAX) (956) 583-0500 Email: hollis@rutledge-associates.com	√ Background information was provided	√ 50 Years Total Combined Experience	√	√ Eight (8) Staff	√ County Forms Submitted
#04	**TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP** 755 E. MULBERRY #200 SAN ANTONIO, TEXAS 78212 (210) 225-5000 (FAX) (210) 354-4034 Email: ttuggey@trpsalaw.com	√ Background information was provided	√ Established in 1993 – 3 Office Locations (San Antonio-Austin-Washington)	√	√ Forty-Five (45) Staff With-In the 3 Locations Firm's Project Personnel Staff - Five (5)	√ County Forms Submitted
#05						
#06						
#07						

AI-9783 **17.A.13.**

Hidalgo County-WA #10-TEDSI-C-07-051-02-06 (HES Funding Program)-Co Judges Office

CC REGULAR

Date: 06/17/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 10 (with a proposed fee of $ 90,000.00) with TEDSI Infrastructure Group to provide engineering services to Hidalgo County in connection with Contract No. C-07-051-02-06-"On Call Traffic Engineering Study" (to submit thirty (30) intersection locations as candidates for funding under the "2010 Federal Hazard Elimination Safety (HES) Funding Program".

BACKGROUND

Work Authorization No. 10-TEDSI

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-429-30-115-029-0-334
FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 06/13/08 $35,275.00

Additional funds pending transfer (see AI-9792).

Attachments

Link: -WA #10-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:30 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:43 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/13/2008 10:11 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 01:40 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:24 PM	APRV
Form Started By: Letty Saenz			Started On: 06/12/2008 03:05 PM	

Final Approval Date: 06/13/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-051-02-06
Work Authorization Form

WORK AUTHORIZATION NO. 10

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to submit **30** intersection locations as candidates for funding under the "2010 Federal Hazard Elimination Safety (HES) Funding Program". A list of the intersections is attached to this document.

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

PART 2. LUMP SUM COST

The estimated cost for services under this Work Authorization is **$ 90,000.00**.

Any additional service not identified in the scope of services will be subject to negotiation of additional fees.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section II, Item G and Article/Part/Section V of the Agreement.

PART 4. FUNDING

This Work Authorization No.10 shall be funded through funding source:
Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Judge J.D. Salinas III as to content and detail of this Work Authorization No. # 10.
HIDALGO COUNTY
JUDGE.

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved and Noticed to Proceed issued by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

_____
By: Eric R. Dietrich, P.E., Project Manager

THE OWNER:
HIDALGO COUNTY

_____
By: J.D. Salinas, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr. - County Clerk

ATTACHMENT

ATTACHMENT "A" - Services to be Provided by the Engineer

2008 HES (CAT 8) CANDIDATES (REGULAR HES)

HIDALGO COUNTY PCT. NO 1

NO.	LOCATION
1	MILE 11 & CR MILE 4
2	MILE 2 & CR MILE 12
3	MILE 4 & CR MILE 12
4	MILE 6 & CR MILE 11
5	MILE 6 1/2 & CR MILE QUINTER
6	MILE 10 & CR MILE 4
7	MILE 10 & CR VICTORI
8	MILE 4 & CR MILE 1
9	MILE 5 1/2 & CR LANTANA

HIDALGO COUNTY PCT. NO 2

NO.	LOCATION
10	CESAR CHAV & CR ELDORA
11	HALL ACRES & CR ANDES
12	TOWER & CR SIOUX
13	LAS MILPAS & CR SAN JUA

HIDALGO COUNTY PCT. NO 3

NO.	LOCATION
14	BRYAN & CR 8 MILE

HIDALGO COUNTY PCT. NO 4

NO.	LOCATION
15	TOWER & CR CANTON
16	HOEHN & CR MILE 17
17	TERRY & CR MILE 17
18	MILE 17 & CR TOWER
19	DOOLITTLE & CR DAVIS
20	TOWER & CR TEXAS
21	TRENTON & CR LOPEZ
22	CESAR CHAV & CR ALBERTA
23	HOEHN & CR ROGERS
24	DOOLITTLE & CR RAMSEYE
25	CESAR CHAV & CR MILE 17
26	VAL VERDE & CR MILE 20
27	LIPSEY & CR SKINNER
28	TRENTON & CR TWIN
29	SEMINARY & CR CEDRO
30	TOWER & CR CURRY

EXHIBIT "A"

SCOPE OF SERVICES
FOR
2010 FEDERAL HAZARD ELIMINATION SAFETY (HES) PROJECT

HIDALGO COUNTY, TEXAS

Purpose:

The purpose of this project is to identify eligible projects that are cost effective and have potential for funding through TxDOT's 2010 Federal Hazard Elimination Safety (HES) Funding Program.

The scope of work and associated fees for this project is based on the following items:

a. Hidalgo County provided TEDSI INFRASTRUCTURE GROUP (TEDSI) a list of accidents occurred from 2005 to 2007 within Hidalgo County.

b. TEDSI evaluated the list and identified **30 locations** with potential to be funded.

c. TEDSI will submit funding applications to TxDOT for these 30 locations and provide copies to Hidalgo County.

d. TEDSI shall develop existing condition diagrams and future condition diagrams that depict the proposed improvements for each project.

e. This scope of service includes attendance of up to two meetings by TEDSI to report on this project and/or address questions.

f. This scope of service does not include traffic-engineering design services.

g. Additional services will be provided upon request.

TEDSI INFRASTRUCTURE GROUP

June 4, 2008

Hon. JD Salinas III - Hidalgo County Judge.
County Judge Office
100 E. Cano 2nd Floor
Edinburg, Texas 78540

RE: Hidalgo County Contract #C-07-051-02-06
Work Authorization # 10 – Submittal of Hidalgo County funding candidate locations for the 2010 Federal Hazard Elimination (HES) Program.

Dear Judge Salinas:

TEDSI Infrastructure Group (TEDSI) is pleased to submit this proposal to Hidalgo County for services relating to the Submittal of funding candidates for the 2010 Federal Hazard Elimination (HES) Program. It is proposed that this project be performed as part of the existing traffic evergreen contract between TEDSI and Hidalgo County.
TEDSI will perform these services as detailed in the attached **"Attachment A" – Scope of Services.**

SCHEDULE
TxDOT is requesting submittal of all requested information for the candidates no later than June 20, 2008.

COMPENSATION
TEDSI has identified thirty (30) candidate locations with real good possibilities of being favored by the program. The minimum benefits obtained from resulting selected to install a flashing beacon at the proposed location is approximately $60,000 per location (If all locations are selected, this would represent a total benefit of $1,800,000 worth of funding for the County). TEDSI's lump sum fee to prepare and submit to TxDOT the program's requested forms, exhibits and additional information for **30** intersection candidates is **$90,000.00.**

I can assure you of our personal service, total commitment and timely response towards you on this Project.

If you have any questions or require additional information, please do not hesitate to call.
If it is your desire to proceed with this project, please sign the attached work authorization documents and return for further processing.

Sincerely
TEDSI INFRASTRUCTURE GROUP

Eric R. Dietrich, P.E., P.T.O.E
Project Manager
Attachments: As Stated.

2010 FEDERAL HES FUNDING PROGRAM

GENERAL

The Texas Department of Transportation (TxDOT) has a program call for candidates for the 2010 Federal Hazard Elimination Safety (HES) Funding Program.

This HES Program call, with a deadline of **July 15, 2008,** affords cities and counties such as Hidalgo County an opportunity to apply for funding of projects that eliminate hazards and improve overall safety on our local roadways. Applications for this funding program require a wide array of information including copies of accident reports that confirm the type of accident that the improvement will correct. The funding program is mostly based on this.

Eligible projects include improvements such as for overhead flashing beacons, traffic signals, signing, roadside obstacles and barriers, resurfacing and roadway lighting, pavement markings and roadway work.

The funding program covers 90% of the construction costs and a **10% local participation** is required. However, since Hidalgo County is considered an economically disadvantaged county, the County would be eligible for a reduction of the 10% local match for all projects it receives funding for.

PROJECT TASKS

In order to identify and submit eligible, cost effective project applications, TEDSI will adhere to TxDOT's Hazard Elimination Program Manual. TEDSI will accomplish the following tasks in completing this project:

Review of Accident Reports

TxDOT will provide TEDSI with the accident reports for the 30 intersections identified. This data will be used in computing a Safety Improvement Index (SII).

Identify Required Projects

TEDSI will identify the cause of the accidents and will develop a list of recommended projects. The improvements will be consistent with those required to prevent the type of crashes found for each of the locations analyzed. The projects will include improvements such as a) flashing beacons and b) traffic signals.

Develop Estimated Cost

TEDSI will develop a construction cost estimate for each of the recommended projects. The estimate will be broken into five different components including the main component, ROW, Mobilization/Barricade, Traffic Control Signs, and Traffic Handling, Inflation Factor, and the total of each of these.

Compute the Safety Improvement Index (SII)

TEDSI will calculate the safety improvement index (SII) for each proposed project. The SII will be calculated using TxDOT's Formula, which in its most basic form is the ratio of the

cost of the crashes that have occurred at a location to the cost of constructing the proposed improvement. The formula incorporates adjustments to provide additional benefit for locations experiencing increasing traffic over the life of the project, improvements that will reduce maintenance cost, and projects expected to have long service lives over which construction costs can be amortized.

Traffic Signal Warrant Studies
Some projects may include the installation of traffic signals. TEDSI will identify locations with sufficient ADT as to meet signal warrant criteria. These projects require that traffic signal warrant studies, be included with the applications for these. TEDSI will perform traffic signal warrant studies and include the traffic signal warrant forms for each project that satisfied the warrants.

Prepare Off-System SER Form
TEDSI will complete an off-system safety evaluation report (SER) for each eligible, cost effective project to be submitted for funding. TxDOT requires one form for each project to be submitted for funding. Information such as the location of the project, functional classification, correctable crash data, present (derived from existing maps and other sources), future and projected ADT, problem statement, proposed corrective action, and estimated cost will be completed by TEDSI for each SER prepared.

Develop Existing and Proposed Condition Diagrams
TEDSI will conduct an actual field investigation of each of the proposed project sites. This field investigation will enable TEDSI to develop an existing condition diagram for each of the projects to be submitted for funding consideration. In addition, TEDSI will develop a diagram of the proposed improvements that will illustrate the basic design elements that impact the construction cost estimate for each of the projects.

DELIVERABLES AND SCHEDULE
Although the program deadline is July 15, 2008, TEDSI will submit all funding applications by **June 20, 2008** as requested by TxDOT Pharr District. TEDSI shall deliver TxDOT Pharr District and Hidalgo County two (1) copy each of all HES funding applications.

ADDITIONAL SERVICES
TEDSI, at the written request of Hidalgo County will provide additional services for any work not specifically stated in this scope of services and this will be subject to negotiation.

Leticia Saenz

From: Sergio Cruz [sergio.cruz@co.hidalgo.tx.us]
Sent: Thursday, June 12, 2008 10:40 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: 2010 Federal Hazard Elimination (HES) Funding Program
Importance: High

Letty,

Attached is the work authorization with TEDSI that needs to be placed on the Commissioners Court for June 17, 2008. The account number for payment will be 8-1100-429-30-115-029-0-334.

Thank you,

Sergio Cruz
Manager, Strategic Planning Section
Department of Budget & Management - Budget Division
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7035 fax
sergio.cruz@co.hidalgo.tx.us

From: Roxanne De la Garza [mailto:roxanne.delagarza@hidalgocountyjudge.com]
Sent: Wednesday, June 11, 2008 4:49 PM
To: sergio.cruz@co.hidalgo.tx.us
Subject: FW: 2010 Federal Hazard Elimination (HES) Funding Program
Importance: High

Good afternoon Sergio, attached please find a copy of the information that was provided to our office by TEDSI. Please identify the funds necessary to enter into a work authorization with TEDSI and place on the Commissioners Court for June 17, 2008. Please let us know if you have any questions. Thank you!

From: Eric Dietrich [mailto:EDietrich@tedsi.com]
Sent: Wednesday, June 11, 2008 4:13 PM
To: Roxanne De la Garza
Cc: Jesse Salinas; Craig Stong
Subject: RE: 2010 Federal Hazard Elimination (HES) Funding Program
Importance: High

Sure Roxanne.

Attached please find the requested pdf.

Thank you and have a nice day.

Eric R. Dietrich, P.E., P.T.O.E.
Project Manager
TEDSI Infrastructure Group

AI-9785 **17.A.14.**

Approval to executed AIA Agreement with Alcocer Garcia Associates for Renovation Administration Building at 100 E Cano

CC REGULAR

Date: 06/17/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval for the B141- AIA Agreement for Professional Architect Services between Hidalgo County and Alcocer Garcia Associates Design Consulting, (as approved for negotiation on CC 08/07/07) in connection with the renovation of "Administration Building located at 100 E. Cano, Edinburg, Texas."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-025-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $3,148,343.06 as of 6/13/08.

Attachments

Link: B141 Part 1
Link: B141 Part 2
Link: AIA 201
Link: Best and Final Offer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:31 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:45 AM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 11:12 AM	APRV
4	Becky Morales		06/13/2008 05:44 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/12/2008 04:18 PM

Final Approval Date: 06/13/2008

DRAFT

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (3967622348)

DRAFT

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

AGREEMENT made as of the 17th 9th of ~~October~~ June in the year Two Thousand and ~~Seven~~Eight
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Telephone Number: 956-318-2626
Fax Number: 956-318-2629

and the Architect:
(Name, address and other information)

Alcocer Garcia Associates Design Consulting~~Gignac & Associates, LLP Consulting~~
1333 E. Jasmine Ave.~~416 Starr Street~~
~~Corpus Christi~~McAllen, Texas 7850178539
Telephone Number- ~~361-884-2661~~956-618-2007
Fax Number ~~361-884-4232~~956-618-2008

For the following Project:
(Include detailed description of Project)
Hidalgo County
~~The County of Hidalgo Sheriff's Office Substation~~Remodel of Existing Old Administration Building

100 E. Cano Street, Edinburg, Texas

Owner and Architect agree as follows:

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (3967622348)

§ ARTICLE 1.1 INITIAL INFORMTION

§ 1.1.1 This Agreement is based on the following information and assumptions. *(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

§ 1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

100 E. Cano Street, Edinburg, Texas 78539 ~~Precinct No. 1 Substation – Located along the northern frontage of Mile 11 road and west of Mile 3 Road W. in Hidalgo County, Texas.~~

~~Precinct No. 3 Substation – Located just Southeast corner of Los Ebanos Road and S.H. 107, Hidalgo County, Texas~~

§ 1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

Not Applicable

§ 1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Not Applicable

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
Estimated to be approximately ~~Estimated to be approximately $ _____~~ $3,117,500.00 of which $217,500.00 estimated cost has been determined to be Architect's compensation. ~~of which $ estimated cost has been determined to be Architect's compensation.~~

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
.Approximately $2,900,000.00

~~Approximately $~~

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

To be Determined by Mutual Agreement

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable

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§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Hidalgo County Commissioners' Court and Hidalgo County Judge's Office~~Sheriff's Department~~ as referenced on the~~-~~ AIA 201 General Conditions as modified by owner in section 2.1.1, as authorized representatives.
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

~~Mr. Rick Hinojosa- Civil~~
~~Mr. Drian Ulbrick- MEP~~

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Eduardo Alcocer
~~Raymond Gignac & Juan~~ Alcocer Garcia Associates Design Consulting~~Gignac & Associates~~
1333 E. Jasmine Ave. ~~416 Stat Street~~
McAllen~~Corpus Christi~~, Texas 78501 ~~78406~~
Telephone Number: 956-618-2007
Fax Number: 361-618-2008

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

~~Mr. Rick Hinojosa - Civil~~
Mechanical/Electrical Engineering

Texas Accessibility Standards Plan Review~~Mr. Brian Ulbrich- MEP~~

§ 1.1.4 Other important initial information is:

Not Applicable

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 as modified by owner.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

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§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. If Owner should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the Architect shall make corresponding changes in the Project scope ~~as~~ only as agreed by Owner.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent of the authority of such Designated Representative as evidenced by a resolution adopted by the governing body of Owner concurrently with the approval of this Agreement. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project and agreed to in writing by the Owner.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect Architect's obligations hereunder, nor shall such failure relieve Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, in Owner's sole discretion if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

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§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the reasonable accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and Architect may not use the drawings and specifications therefor for any purpose not related to the Project without prior written Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 1.3.8 Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with five complete set of reproducible record prints. Additional prints, unless otherwise agreed pursuant to this agreement, shall be furnished, as an additional service, at any other time request by Owner. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including but not limited to, additions to or completion of the Project.

§ 1.3.2.3 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is required, the Owner shall give prompt written notice to the Architect, and the Architect shall provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

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.1 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

.2 decisions of the Owner not rendered in a timely manner;

.3 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method; or unless recommended by the Architect.

.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

.5 change in the information contained in Article 1.1. unless such change is requested by the Architect.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 1.3.4.2 Request for mediation shall be filed in writing with the other party to this Agreement., Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Owner.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement as modified by Owner and incorporated herein as Exhibit C.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and

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any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the of Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is responsible.

Or at Owner's option:
Payment on account of services rendered and for Reimbursable Expense incurred can be made at the end of each phase of service upon presentation the Architect's statement of service. Those phases of service are described below:

Schematic Design Phase	Ten percent ~~Fifteen percent~~ (1~~5~~0%)
Design Development Phase	Ten ~~Twenty~~ percent (~~20~~10%)
Construction Document Phase	Fifty ~~Forty~~ percent (~~40~~50%)
Bidding/Negotiation	Five percent (~~5~~5%)
Construction Phase	Twenty percent (2~~0~~5%)
TOTAL BASIC COMPENSATION	One-Hundred percent (100%)

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
.2 fees paid for securing approval of authorities having jurisdiction over the Project;
.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service~~; other than five (5) copies of all Instruments of Service to be furnished by Owner~~, at cost; other than five (5) copies of all Instruments of Service to be furnished to Owner at no ~~additional~~ cost.
.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.5 renderings, models and mock-ups requested by the Owner;
.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
.7 reimbursable expenses as designated in Section 1.5.5;
.8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or

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the Owner's authorized representative at mutually convenient times. Architect shall maintain such reports for a minimum of five (5) years following the completion of the Project.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997, as modified by Owner.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, as modified by Owner:
(List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

Exhibit 'A' and 'B' containing Article 3 and 4, and Exhibit 'C' containing AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Venue for any disputes or suits shall be in Hidalgo County, Texas

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

7.5~~7.25.~~% of Final Construction Cost~~s~~t

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner mutually agreed upon ~~o~~Owner and ~~a~~Architect.
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

N/A

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and ~~one tenth~~ten hundredths (1.10~~10~~) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One and ten hundredths~~one tenth~~ (1.~~10~~10) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

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Not Applicable

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable Thirty~~Forty-five~~ (30~~45~~)~~-~~ days from the date of approval by Owner of the Architect's invoice. Amounts unpaid Thirty~~Forty-five~~ (30~~45~~) days after the approval by Owner of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

~~0Prevailing Interest rate in Hidalgo County~~

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

This Agreement entered into as of the day and year first written above.

Approved by Commissioners' Court On: ~~October 9, 2007~~June 17, 2008

Approved as to form
Atlas & Hall, LLP

By: _____

Attest:

_____
Arturo Guajardo Jr., County Clerk

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Juan D. Salinas ,III, County Judge County of Hidalgo	~~Raymond Gignac AI~~Eduardo Alcocer, Partner~~A~~
(Printed name and title)	*(Printed name and title)*

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DRAFT AIA® Document B141™ – 1997 Part 2

Standard Form of Architect's Services:
Design and Contract Administration

TABLE OF ARTICLES

2.1 PROJECT ADMINISTRATION SERVICES

2.2 SUPPORTING SERVICES

2.3 EVALUATION AND PLANNING SERVICES

2.4 DESIGN SERVICES

2.5 CONSTRUCTION PROCUREMENT SERVICES

2.6 CONTRACT ADMINISTRATION SERVICES

2.7 FACILITY OPERATION SERVICES

2.8 SCHEDULE OF SERVICES

2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner’s election, the Architect shall assist Owner, at no additional expense to Owner, in revising the Project to meet Owner’s budget requirements.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 1.3.8.5; or
- **.4** cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys, and a written legal description of the site.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

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§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

§ 2.5.5 NEGOTIATED PROPOSALS

§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§ 2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's approval thereof.

§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

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§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the eleventh month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence cost. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Such visits to the site shall be documented in writing on inspection report forms acceptable to Owner.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not have control over the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or

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charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.6 the Architect shall advise the Owner of required tests, inspections and test results; shall furnish coordination of such tests and inspections and shall advise the Owner of the results of same. Copies of test results shall be furnished upon request to the Owner.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect.

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§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2. Preparation of Change Orders which do not substantially affect the Project shall be included in the completion computed in Paragraph 1.5.1.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

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.1 up to Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

.2 up to Four weekly (4) visits to the site by the Architect over the duration of the Project during construction.

.3 up to Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

.4 up to Two (2) inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

.1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 providing consultation concerning replacement of Work resulting from fire or other cause during construction;

.4 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom; except for any such substitution or revision recommended by Architect.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1	Programming	N/A	
.2	Land Survey Services	N/A	
.3	Geotechnical Services	N/A	
.4	Space Schematics/Flow Diagrams	Architect	
.5	Existing Facilities Surveys	Architect	
.6	Economic Feasibility Studies	N/A	
.7	Site Analysis and Selection	N/A	
.8	Environmental Studies and Reports	Architect	
.9	Owner-Supplied Data Coordination	Architect	
.10	Schedule Development and Monitoring	Architect	
.11	Civil Design	N/A	
.12	Landscape Design	N/A	
.13	Interior Design	N/A	
.14	Special Bidding or Negotiation	Architect/Owner	
.15	Value Analysis	N/A	
.16	Detailed Cost Estimating	N/A	
.17	On-Site Project Representation	Architect	
.18	Construction Management	N/A	
.19	Start-up Assistance	N/A	
.20	Record Drawings	Architect	
.21	Post-Contract Evaluation	N/A	
.22	Tenant-Related Services	N/A	
.23	As builts	Contractor in coordination with Architect	
.24			

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Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.25		

Description of Services.
(Insert descriptions of the services designated.)

2.8.3(a) To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification, if any of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

2.8.3(b) The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

2.8.3(c) The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as a result of any failure or any person to comply with such schedules or timelines.

2.8.3(d) The Architect shall provide cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Owner's requirements and procedures.

2.8.3(e)The selection and compensation of the Project Representative, if required, shall be concurred in by the Owner.

2.8.3(f)) One (1) sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect notwithstanding Subparagraph 1.3.9.2. Any additional Record Drawings requested by Owner shall be provided by Architect to Owner at actual cost.

2.8.3(g)Existing facility surveys; Architect verification of existing conditions and measurements.

2.8.3(h) Schedule Development and Monitoring of Architect's overall Project schedule.

2.8.3(i) On-Site Project Representation: Architect's job-site inspections, weekly or more frequently, if needed.

2.8.3(j) Architectural/engineering services encompass the following items:
.1 Structural/Electrical Engineering
.2 Texas Accessibility Standards Review
.3 40 Sets Plans/Specifications for contractors at actual cost

2.8.3(k) .Architectural/engineering services include providing five (5) sets of prints of final plans. Forty (40) additional sets of final plans shall be provided by Architect to Owner at actual cost. Architect shall provide adequate backup documentation (i.e. printing invoices) to Owner for all reimbursable printing costs of final plans.

2.8.3(l) All services under 2.8.3 should be at no additional cost to the Owner

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

See Exhibits "A" and "B" containing Article 3 and 4, and Exhibit 'C' AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

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By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: June 17, 2008.

APPROVED BY COMMISSIONERS' COURT ON **June 17, 2008.**

Approved as to form:
Atlas & Hall, LLP

By:_____

Attest:

_____
Arturo Guajardo Jr., County Clerk

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Juan D. Salinas III, County Judge County of Hidalgo	Eduardo Alcocer, Partner
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A201™ – 1997

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address):
Renovation of Existing Old Administration Office Building, 100 E. Cano Street, Edinburg, Texas.

THE OWNER:
(Name and address):
County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

THE ARCHITECT:
(Name and address):
Alcocer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between OWNER and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the WORK issued by the ARCHITECT pursuant to Paragraph 7.4. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.1.1 CONTRACTOR acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable CONTRACTOR to complete the WORK in a timely manner for the Contract sum, and that they include all WORK, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the WORK in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the ARCHITECT and Contractor, (2) between the OWNER and a Subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof) or Sub-subcontractor, (3) between the OWNER and ARCHITECT or (4) between any persons or entities other than the OWNER and Contractor. The ARCHITECT shall, however, be entitled to performance and enforcement of obligations of CONTRACTOR under the Contract intended to facilitate performance of the ARCHITECT's duties.

§ 1.1.3 THE WORK

The term "WORK" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill the Contractor's obligations. The WORK may constitute the whole or a part of the Project.

§ 1.1.3.1 The WORK shall include the obligation of CONTRACTOR to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing CONTRACTOR with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the WORK performed under the Contract Documents may be the whole or a part and which may include construction by the OWNER or by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the WORK, generally including plans, elevations, sections, details, schedules and diagrams, wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the WORK, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the WORK which is issued by ARCHITECT and shall include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

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§ 1.1.8 ADDENDUM: A change to Contract Documents issued by ARCHITECT which is subject to OWNER's approval prior to the execution of the Agreement and specifically listed in the Agreement.

§ 1.1.9 ALTERNATE: A variation in Contract requirements on which a separate price is to be received by OWNER as part of the bid. If the Alternate is accepted in writing by OWNER, the variation is then part of the Contract and the amount of money quoted to be added or deducted from the Base Bid is taken into account in determining the Contract Sum.

§ 1.1.10 BASE BID: The bid before any Alternates are considered.

§1.1.11 FINAL COMPLETION: Final Completion is achieved at the time that final inspection has been performed by ARCHITECT and the final Certificate for Payment is issued by ARCHITECT and approved by OWNER.

§1.1.12 NOT IN CONTRACT N.I.C.: WORK not included in the Contract.

§1.1.13 OR APPROVED EQUAL AND EQUAL TO: Shall mean products by manufacturers other than those specified in the Contract Documents which CONTRACTOR may submit for substitution and prove to be equal to those specified in the Contract Documents and which may be incorporated in the WORK after review and acceptance by ARCHITECT and acceptance by OWNER.

§1.1.14 INDICATED AND SHOWN: Shall mean as detailed, scheduled, or called for in the Contract Documents.

§1.1.15 KNOWLEDGE: The terms 'knowledge', 'recognize' and 'discover', their respective derivatives, and similar terms in the Contract Documents as used in reference to CONTRACTOR knows (or should know), recognized (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression 'reasonably inferable' and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor in Hidalgo County familiar with the Project and exercising the care, skill, and diligence required of CONTRACTOR by the Contract Documents.

§1.1.16 DAYS: The terms 'days' in the Contract Documents means 'calendar days.'

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The Contract Documents include all items necessary for the proper execution and completion of the WORK by CONTRACTOR. The Work shall consist of all the items specifically included in the Contract Documents as well as all additional items of WORK that are reasonably inferable from that which is specified in order to complete the WORK in accordance with the Contract Documents and in order to produce the intended results. The Contract Documents are complementary, and what is required by any one Contract Document, shall be as binding as if required by all. Any differences between the requirements of the Drawing and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to OWNER and ARCHITECT by CONTRACTOR prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If any such differences or conflicts were not called to OWNER's and ARCHITECT's attention prior to submission of bids, ARCHITECT shall decide which of the conflicting requirements will govern based upon: the most stringent of the requirements will take precedence over the less specific and the more expensive will take precedence over the less expensive, and subject to approval of OWNER, CONTRACTOR shall perform the WORK at no additional cost and/or time to OWNER in accordance with ARCHITECT's decision. WORK not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the WORK among Subcontractors or in establishing the extent of WORK to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If WORK is required in a manner to make it impossible to produce WORK of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, CONTRACTOR shall request in writing an interpretation from ARCHITECT before proceeding with the WORK. If CONTRACTOR fails to make such request, no excuse will thereafter be entertained for the failure to carry out WORK in the required manner or provide required guarantees, warranties, or bonds and CONTRACTOR shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the OWNER and CONTRACTOR. If either the OWNER or CONTRACTOR or both do not sign all the Contract Documents, the ARCHITECT shall identify such unsigned Documents.

§ 1.5.2 Execution of the Contract by the CONTRACTOR is a representation that said Contractor documents are full and complete, are sufficient to have enabled CONTRACTOR to determine the cost of the WORK therein to enter into the Contract and that the Contract Documents are sufficient to enable it to construct the WORK outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, CONTRACTOR's obligation to construct the WORK for an amount not in excess of the Contract Sum on or before the date (s) of Substantial Completion established in the Agreement. CONTRACTOR further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the WORK and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, CONTRACTOR specifically represents and warrants to OWNER that it has, by careful examination, satisfied itself as to (1) the nature, location, and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including, without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the WORK in the manner and within the cost and time frame required by the Contract Documents.

§1.5.2.2. In connection with the foregoing and having carefully examined all Contract Documents, as aforesaid, and having visited the site, CONTRACTOR acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify OWNER and ARCHITECT of such fact.

§1.5.2.3 Further, CONTRACTOR recognizes the extra degree of care required under the urban site construction circumstances with respect to safety, protection of pedestrians, cleanliness of the site, health and other laws, and protection of existing utilities, adjacent streets, and property. In arriving at the Contract Sum and the Contract Time, CONTRACTOR has, as an experienced and prudent CONTRACTOR, exercised its best judgment and expertise to include the impact of such circumstances upon the Contract Sum and the Contract Time.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the WORK and are, and shall remain, the property of OWNER. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a

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copyright in the Drawings, Specifications and other similar or related documents, and OWNER shall retain all common law, statutory, and other reserved rights, in addition to the copyright(including, without limitations, the right to create derivative works therefrom). All copies of such documents shall be returned to OWNER upon Completion of the WORK. The Drawings, Specifications and other similar or related documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the WORK without the specific written consent of the OWNER, ARCHITECT and the Architect's consultants appropriate to and for use in the execution of their WORK under the Contract Documents.

§1.6.2 Upon OWNER's Payment, all Plans, Drawings, Specifications and other similar documents and copies thereof, furnished by the CONTRACTOR are and shall remian the property of the OWNER and shall not be used by any person on any project without prior written consent of OWNER and ARCHITECT of Record.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The OWNER is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners' Court of OWNER, by majority vote, is the only representative of the OWNER, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Court shall designate as appropriate, an authorized representatives to act on its behalf during the course of construction. In the event that emergency changes in the scope of the WORK are required before the Court's next regular meeting or in order to facilitate and expedite the timely completion of the WORK, the Court's authorized representatives may approve construction changes that do not exceed $5,000.00 in increased costs. Any such change shall be confirmed in writing between the CONTRACTOR and the Court at its next regular meeting. The Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 The OWNER shall furnish to the CONTRACTOR within fifteen (15) days after receipt of a written request, information necessary and relevant for the CONTRACTOR to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the OWNER's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The OWNER shall, at the written request of the CONTRACTOR, prior to commencement of the WORK and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the OWNER's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the WORK. After such evidence has been furnished, the OWNER shall not materially vary such financial arrangements without prior notice to the CONTRACTOR.

§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the CONTRACTOR under the Contract Documents, the OWNER shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. In connection with the foregoing, CONTRACTOR shall be solely responsible for locating (and shall locate prior to performing any WORK) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables and shall perform the WORK in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

§ 2.2.3 The OWNER shall furnish surveys describing physical characteristics, legal limitations for the site of the Project, and a legal description of the site. The CONTRACTOR shall be entitled to reasonably rely on the accuracy of information furnished by the OWNER but shall exercise proper precautions relating to the safe performance of the WORK.

§ 2.2.4 Information or services required of the OWNER by the Contract Documents shall be furnished by the OWNER with reasonable promptness. Any other information or services relevant to the CONTRACTOR's performance of the WORK under the OWNER's control shall be furnished by the OWNER after receipt from the CONTRACTOR of a written request for such information or services.

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§ 2.2.5 OWNER shall furnish CONTRACTOR with one set of reproducible of Drawings and one Project Manual. Contractor is given permission to make copies of these documents for use on this Project. All costs of reproduction are the responsibility of CONTRACTOR.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the CONTRACTOR fails to correct WORK which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out WORK in accordance with the Contract Documents, or fails to remove and discharge within ten (10) days any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under CONTRACTOR or disregards the instructions of ARCHITECT or OWNER when based on the requirement of the Contract Document, the OWNER may issue a written order to the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of the OWNER to stop the WORK shall not give rise to a duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other person or entity, and any delays resulting from such WORK stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop WORK order issued under Subparagraph 2.3.1 hereof, the OWNER may, without prejudice to other remedies the OWNER may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER's expenses and compensation for the ARCHITECT's additional services made necessary by such default, neglect or failure. Such Change Order shall be deemed to have been executed by CONTRACTOR, whether or not actually signed by CONTRACTOR, unless the Change Order is shown to have been prepared in bad faith by OWNER or ARCHITECT. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER.

§ 2.5.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of OWNER granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The CONTRACTOR is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "CONTRACTOR" means the CONTRACTOR or the CONTRACTOR's authorized representative.

§ 3.1.2 The CONTRACTOR shall perform the WORK in accordance with the Contract Documents.

§ 3.1.3 The CONTRACTOR shall not be relieved of obligations to perform the WORK in accordance with the Contract Documents either by activities or duties of the ARCHITECT in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CONTRACTOR.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the WORK, the CONTRACTOR shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the WORK, as well as the information furnished by the OWNER pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the WORK and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the CONTRACTOR and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the CONTRACTOR shall be reported promptly to the ARCHITECT and OWNER as a request for design information in such form as the ARCHITECT may require.

§ 3.2.2 Any design errors or omissions noted by the CONTRACTOR during this review shall be reported promptly in written notices to the ARCHITECT and OWNER, but it is recognized that the CONTRACTOR's review is made

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in the CONTRACTOR's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The CONTRACTOR is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the CONTRACTOR shall be reported promptly to the ARCHITECT and OWNER.

§ 3.2.2.1 Should any words or numbers that are necessary to a clear understanding of the WORK be illegible or omitted, or should an error, or discrepancy occur in any of the Contract Documents, CONTRACTOR shall immediately notify in writing ARCHITECT and OWNER of such omission, error, or discrepancy, and CONTRACTOR shall not proceed with the portion of the WORK until clarification is received. If CONTRACTOR proceeds without notifying ARCHITECT and OWNER, and does not get clarification, CONTRACTOR shall be responsible for the cost of correcting same, including any resulting damages.

§ 3.2.3 If the CONTRACTOR believes that additional cost or time is involved because of clarifications or instructions issued by the ARCHITECT in response to the CONTRACTOR's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the CONTRACTOR shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the CONTRACTOR fails to perform the obligations of Sections 3.2.1 and 3.2.2, the CONTRACTOR shall pay such costs and damages to the OWNER as would have been avoided if the CONTRACTOR had performed such obligations. The CONTRACTOR shall not be liable to the OWNER or ARCHITECT for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the CONTRACTOR recognized such error, inconsistency, omission or difference and knowingly failed to report it to the ARCHITECT.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The CONTRACTOR shall supervise and direct the WORK, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the WORK under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines that such means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall give timely written notice to the OWNER and ARCHITECT and shall not proceed with that portion of the WORK without further written instructions from the ARCHITECT.

§ 3.3.2 The CONTRACTOR shall be responsible to the OWNER for acts and omissions of the CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the WORK for or on behalf of the CONTRACTOR or any of its Subcontractors.

§ 3.3.3 The CONTRACTOR shall be responsible for inspection of portions of WORK already performed to determine that such portions are in proper condition to receive subsequent WORK.

§3.3.4 CONTRACTOR shall be responsible to OWNER for acts and omissions of CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the WORK under contract or other arrangements with CONTRACTOR.

§3.3.5 CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the WORK, including those with respect to the safety or persons and property and their protection from damages, injury, or loss. CONTRACTOR shall promptly remedy damages and loss to property at the site caused in whole or in part by CONTRACTOR, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of OWNER or ARCHITECT by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of CONTRACTOR, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of CONTRACTOR are in addition to Contractor's obligations under other provisions hereunder.

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§3.3.6 CONTRACTOR shall be responsible for inspections of portion of WORK already performed under the CONTRACTOR for Construction to determine that such portions are in proper condition to receive subsequent WORK.

§ 3.3.7 CONTRACTOR has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. CONTRACTOR shall coordinate its WORK with that of all others on the Project, including construction utilities.

§3.3.8 CONTRACTOR shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the WORK; report errors or inconsistencies to OWNER and ARCHITECT before commencing WORK; and if applicable, review the placement of the buildings and permanent facilities on the site with OWNER and ARCHITECT after all lines are staked out and before foundation WORK is started. CONTRACTOR shall provide access to the WORK for OWNER, ARCHITECT, other persons designated by OWNER, and governmental inspectors. Any encroachments made by CONTRACTOR or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by CONTRACTOR in the Contract Documents, shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible). At CONTRACTOR's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to OWNER in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 CONTRACTOR shall verify at the worksite the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the WORK and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by OWNER, WORK shall be created square, plumb, level true to line and grade, in the exact plane and to the correct elevation and/or slope to drain as indicated. To ensure the proper execution of its subsequent WORK, CONTRACTOR shall measure all WORK already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to ARCHITECT and OWNER any discrepancy between said WORK and the Drawings and Specifications for the WORK.

§ 3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous WORK which may prevent accurate layout or construction of the WORK, shall immediately be reported to ARCHITECT and OWNER. When CONTRACTOR knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from ARCHITECT or OWNER, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of WORK which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve CONTRACTOR from performing such omitted or misdescribed details of the WORK, and they shall be performed as if fully and correctly set forth as described in the Drawings and Specifications, at no additional cost to OWNER.

§ 3.3.11 CONTRACTOR shall engage workers who are skilled in performing the WORK, and all WORK shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. CONTRACTOR shall be liable for all property damage, including repairs and replacements of the WORK and economics losses, which proximately result from the breach of this duty. CONTRACTOR shall advise ARCHITECT:

a) if a specified product deviates from good construction practices;

b) if following the Specifications will affect any warranties; or

c) any objections which CONTRACTOR may have to the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

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§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the WORK, whether temporary or permanent and whether or not incorporated or to be incorporated in the WORK.

§ 3.4.2 The CONTRACTOR may make substitutions only with the consent of the OWNER, after evaluation by the ARCHITECT and in accordance with a Change Order. By making requests for substitutions based on Subparagraph 3.4.2 CONTRACTOR:

.1 represents that CONTRACTOR has personally investigated the proposed substitute products and determined that it is equal or superior in all respects to that specified.

.2 represents that CONTRACTOR will provide the same warranty for the substitution as CONTRACTOR would for that specified.

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the WORK to be complete in all respects.

§ 3.4.3 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced CONTRACTOR to adopt and implement policies and practices designed to avoid WORK stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3.1 hereof, CONTRACTOR shall be liable to OWNER for all damages suffered by OWNER occurring as a result of WORK stoppages, slowdowns, disputes, or strikes.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of this Agreement and shall be installed in strict accordance with manufacturer's directions. CONTRACTOR shall, if required by OWNER or ARCHITECT, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the WORK, or any part of same, to be above the standards required by applicable laws, ordinances, rules, and regulations, and other statutory provisions pertaining to the WORK, such WORK shall be performed and completed by CONTRACTOR in accordance with the Contract Documents.

§3.4.6 When the manufacturer's name, patent number, underwriter's labels, model numbers, or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The CONTRACTOR warrants to the OWNER and ARCHITECT that materials and equipment furnished under the Contract will be of the best quality in accordance with the Specifications and shall be new unless otherwise required or permitted by the Contract Documents; that the WORK will be free from faults and defects, and that the WORK will conform to the requirements of the Contract Documents. WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the ARCHITECT, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

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§3.5.3 CONTRACTOR shall issue in writing to OWNER as a condition precedent to final payment a 'general warranty' reflecting the terms and conditions of this Paragraph 3.5 for all WORK under the Contract.

§3.5.4 The warranties provided in Paragraph 3.5.1 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require CONTRACTOR to replace defective materials and equipment and re-execute defective WORK which is disclosed to the CONTRACTOR by the OWNER within a period of one (1) year after final completion of the entire WORK unless a longer warranty time is specifically called for in the specifications.

The CONTRACTOR shall assign all components, equipment and fixture warranties to the OWNER and will deliver all manuals to the OWNER at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to OWNER.

§3.5.6 Warranties shall become effective on a date established by OWNER and ARCHITECT in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire WORK, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If ARCHITECT considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by ARCHITECT for final acceptance, subject to OWNER's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1

§3.5.8 CONTRACTOR shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. CONTRACTOR shall, immediately upon notification by OWNER of water penetration, determine the source of water penetration and, at its own expense, do any WORK necessary to make the building(s) watertight. CONTRACTOR shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, CONTRACTOR shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirements shall govern.

§3.5.10 If for any reason CONTRACTOR cannot warrant any part of the WORK using material or construction methods that have been specified, or shown, it shall notify OWNER and ARCHITECT in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

§ 3.6.1 The CONTRACTOR shall pay sales, consumer, use and similar taxes for the WORK provided by the CONTRACTOR which are legally enacted.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 The CONTRACTOR shall be responsible for making and submitting application for the building permits. The OWNER shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The CONTRACTOR shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections and other consents for general construction including, without limitation, street opening, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are legally required when bids are received.

The CONTRACTOR shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and State and local authorities, if applicable, that require completion of documentation and/or acquisition of all permits for the Project. CONTRACTOR's obligations under this paragraph do not require it

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to perform engineering services during the preconstruction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by CONTRACTOR during the construction process which modifies the original site drainage plan and requires the issuance of a permit shall be at CONTRACTOR's sole cost.

§ 3.7.2 The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders and all other requirements of public authorities applicable to performance of the WORK.

§ 3.7.3 Subject to the other terms and conditions of these Supplementary General Conditions in general and Subparagraph 1.2.2., 1.2.3, and 3.2.2 in particular, it is not the CONTRACTOR's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations unless such laws, statutes, ordinances, building codes, and rules and regulations bear upon the performance of the WORK. However, if the CONTRACTOR observes that portions of the Contract Documents are at variance therewith, the CONTRACTOR shall promptly notify the ARCHITECT and OWNER in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the CONTRACTOR performs WORK (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to laws, statutes, ordinances, building codes, and rules and regulations, the CONTRACTOR shall assume appropriate responsibility for such WORK and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

§ 3.8.1 The CONTRACTOR shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the OWNER may direct, but the CONTRACTOR shall not be required to employ persons or entities to whom the CONTRACTOR has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the CONTRACTOR of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** CONTRACTOR's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in CONTRACTOR's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the OWNER in sufficient time to avoid delay in the WORK.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the WORK. The superintendent shall represent the CONTRACTOR, and communications given to the superintendent shall be as binding as if given to the CONTRACTOR. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The CONTRACTOR, promptly after being awarded the Contract, shall prepare and submit for the OWNER's and ARCHITECT's review and approval the CONTRACTOR's construction schedule for the WORK. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the WORK and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the WORK. The schedule shall indicate the proposed starting and completion dates for the various execution of the WORK as well as the totality of the WORK. The schedule shall be updated every thirty (30) says and submitted to ARCHITECT with CONTRACTOR's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If

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any schedule submitted sets such a date for Substantial Completion for the WORK or any phase of the WORK beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then CONTRACTOR shall submit to ARCHITECT and OWNER for their review and approval a narrative description of the means and methods that CONTRACTOR intends to employ to expedite the progress of the WORK to ensure timely completion of the various phases of the WORK as well as the totality of the WORK. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, CONTRACTOR shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The CONTRACTOR shall prepare and keep current, for the ARCHITECT's approval, a schedule of submittals which is coordinated with the CONTRACTOR's construction schedule and allows the ARCHITECT reasonable time to review submittals.

§ 3.10.3 The CONTRACTOR shall perform the WORK in general accordance with the most recent schedules submitted to the OWNER and ARCHITECT.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The CONTRACTOR shall maintain at the site for the OWNER one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the ARCHITECT and shall be delivered to the ARCHITECT for submittal to the OWNER upon completion of the WORK.

§3.11.2 At the Date of Substantial Completion and as a condition precedent to final payment, CONTRACTOR shall furnish the following documents to ARCHITECT for submittal to OWNER: Record Drawings, showing the field changes and selections (all changes and selections to be approved by OWNER and ARCHITECT in advance) affecting the general construction, mechanical, electrical, plumbing, and all other WORK, and indicating the WORK as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints or ARCHITECT's Drawings obtained and paid for by CONTRACTOR. CONTRACTOR shall maintain at the job site one (1) set of ARCHITECT's Drawings and indicate thereon each field change as it occurs.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the WORK by the CONTRACTOR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the WORK.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate materials or equipment for some portion of the WORK.

§ 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the WORK will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the WORK for which submittals are required by the Contract Documents the way by which the CONTRACTOR proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the ARCHITECT is subject to the limitations of Section 4.2.7. Informational submittals upon which the ARCHITECT is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the ARCHITECT without action.

§ 3.12.5 The CONTRACTOR shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the WORK or in the activities of the OWNER or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the CONTRACTOR may be returned by the ARCHITECT without action.

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§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CONTRACTOR represents that the CONTRACTOR has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the WORK and of the Contract Documents.

§ 3.12.7 The CONTRACTOR shall perform no portion of the WORK for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the ARCHITECT.

§ 3.12.8 The WORK shall be in accordance with approved submittals except that the CONTRACTOR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the ARCHITECT's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed the ARCHITECT in writing of such deviation at the time of submittal and (1) the ARCHITECT has given written approval to the specific deviation as a minor change in the WORK, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the ARCHITECT's approval thereof.

§ 3.12.9 The CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the ARCHITECT on previous submittals. In the absence of such written notice the ARCHITECT's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The CONTRACTOR shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the WORK or unless the CONTRACTOR needs to provide such services in order to carry out the CONTRACTOR's responsibilities for construction means, methods, techniques, sequences and procedures. The CONTRACTOR shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the CONTRACTOR by the Contract Documents, the OWNER and the ARCHITECT will specify all performance and design criteria that such services must satisfy. The CONTRACTOR shall cause such services or certifications to be provided by a properly licensed design professional, and who shall comply with requirements of OWNER regarding qualifications and insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the WORK designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the ARCHITECT. The OWNER and the ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the OWNER and ARCHITECT have specified to the CONTRACTOR all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the ARCHITECT will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONTRACTOR shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the WORK or to make its parts fit together properly.

§ 3.14.2 The CONTRACTOR shall not damage or endanger a portion of the WORK or fully or partially completed construction of the OWNER or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The CONTRACTOR shall not cut or otherwise alter such construction by the OWNER or a separate contractor except with written consent of the OWNER and of such separate contractor; such consent shall not be

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unreasonably withheld. The CONTRACTOR shall not unreasonably withhold from the OWNER or a separate contractor the CONTRACTOR's consent to cutting or otherwise altering the WORK.

§ 3.15 CLEANING UP

§ 3.15.1 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the WORK, the CONTRACTOR shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the CONTRACTOR fails to clean up as provided in the Contract Documents, the OWNER may do so and the cost thereof shall be charged to the CONTRACTOR.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The CONTRACTOR shall provide the OWNER and ARCHITECT access to the WORK in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend suits or claims for infringement of copyrights and patent rights and shall hold the OWNER and ARCHITECT harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the OWNER or ARCHITECT. However, if the CONTRACTOR has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the ARCHITECT.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless OWNER, the Commissioners' Court of OWNER, all elected officials, employees and agents of OWNER of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorney's fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the WORK performed hereunder, (2) the Contract, or (3) the act of omission of CONTRACTOR, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by CONTRACTOR or a Subcontractor , (b) for whose acts or omissions CONTRACTOR or a Subcontractor may be liable (excluding property damage to the WORK itself, covered by OWNER's all-risk builder's risk insurance, subject to CONTRACTOR's liability for any deductible amounts there under). The obligations of CONTRACTOR under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of OWNER. Further, the obligations of CONTRACTOR under this indemnification shall not extend to the liability of ARCHITECT, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions of instructions by ARCHITECT, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. CONTRACTOR shall promptly advise OWNER in writing of any action, administrative or legal proceeding, or investigation as to which this indemnification may apply, and CONTRACTOR, at Contractor's expense, shall assume on behalf of OWNER and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to OWNER, provided, OWNER shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants, in any such action, include both CONTRACTOR and OWNER, and OWNER shall have reasonably concluded that there may be legal defenses available to it that are different from, in addition to, or inconsistent with, those available to CONTRACTOR, then OWNER shall have the right to select separate counsel to participate in the defense of such action on its own behalf at CONTRACTOR's expense. In the event of failure by CONTRACTOR to fully perform in accordance with this indemnification paragraph, OWNER, at its option, and without relieving CONTRACTOR of its obligations hereunder, may so perform, but all costs and expenses so incurred by OWNER in that even shall be reimbursed by CONTRACTOR to OWNER, together with interest on the same from the date any such expense was paid by OWNER until reimbursed by CONTRACTOR, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of CONTRACTOR under

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this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subsection 4.3.5 hereof.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The ARCHITECT is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "ARCHITECT" means the ARCHITECT or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the ARCHITECT as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the OWNER, CONTRACTOR and ARCHITECT. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the ARCHITECT is terminated, the OWNER shall employ a new ARCHITECT against whom the CONTRACTOR has no reasonable objection and whose status under the Contract Documents shall be that of the former ARCHITECT.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The ARCHITECT will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of WORK described in Section 12.2. The ARCHITECT will have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The ARCHITECT, as a representative of the OWNER, will visit the site at intervals appropriate to the stage of the CONTRACTOR's operations (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the WORK completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the WORK, and (3) to determine in general if the WORK is being performed in a manner indicating that the WORK, when fully completed, will be in accordance with the Contract Documents. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the WORK. The ARCHITECT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the WORK, since these are solely the CONTRACTOR's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The ARCHITECT shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the WORK. ARCHITECT shall be responsible for promptly notifying CONTRACTOR of the failure of CONTRACTOR, Subcontractors or any other persons performing any of the WORK, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent ARCHITECT becomes aware of, or should, exercising due professional diligence, be aware of same. ARCHITECT shall also promptly notify OWNER in writing of the failure of any of the foregoing parties to carry out the WORK in accordance with the Contract Documents..

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the OWNER and CONTRACTOR shall endeavor to communicate with each other through the ARCHITECT about matters arising out of or relating to the Contract. Communications by and with the ARCHITECT's consultants shall be through the ARCHITECT. Communications by and with Subcontractors and material suppliers shall be through the CONTRACTOR. Communications by and with separate contractors shall be through the OWNER.

§ 4.2.5 Based on the ARCHITECT's evaluations of the Contractor's Applications for Payment, the ARCHITECT will review and certify the amounts due the CONTRACTOR and will issue Certificates for Payment in such amounts.

§ 4.2.6 The ARCHITECT will have authority and the responsibility to reject WORK that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable, the ARCHITECT will have authority to require inspection or testing of the WORK in accordance with Sections 13.5.2 and 13.5.3, whether or

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not such WORK is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the CONTRACTOR, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the WORK.

§ 4.2.7 The ARCHITECT will review and approve or reject or take other appropriate action upon the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ARCHITECT's action will be taken with such reasonable promptness as to cause no delay in the WORK or in the activities of the OWNER, CONTRACTOR or separate contractors, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CONTRACTOR as required by the Contract Documents. The ARCHITECT's review of the CONTRACTOR's submittals shall not relieve the CONTRACTOR of the obligations under Sections 3.3, 3.5 and 3.12. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The ARCHITECT will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the WORK as provided in Section 7.4.

§ 4.2.9 The ARCHITECT will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the OWNER, for the OWNER's review and records, written warranties and related documents required by the Contract and assembled by the CONTRACTOR, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the OWNER and ARCHITECT agree, the ARCHITECT will provide one or more project representatives to assist in carrying out the ARCHITECT's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The ARCHITECT will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the OWNER or CONTRACTOR. The ARCHITECT's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the ARCHITECT shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the ARCHITECT to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the ARCHITECT will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the ARCHITECT will endeavor to secure faithful performance by both OWNER and CONTRACTOR, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the ARCHITECT and the other party. Said written

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notice of Claims shall state specifically the reason for the Claim, the date or dates of the cause of causes or the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the CONTRACTOR shall proceed diligently with performance of the Contract and the OWNER shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the WORK, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the ARCHITECT determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT shall so notify the OWNER and CONTRACTOR in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ARCHITECT has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the OWNER and CONTRACTOR cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to further proceedings pursuant to Section 4.4. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by CONTRACTOR's (i) prior inspection, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that CONTRACTOR had the opportunity to make or should have performed in connection with the Project.

§ 4.3.5 Claims for Additional Cost. If the CONTRACTOR wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the WORK. Said notice shall itemize all claims and shall contain sufficient detail substantiating data to permit evaluation of same by OWNER and ARCHITECT. No such claims shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the CONTRACTOR believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ARCHITECT, (2) an order by the OWNER to stop the WORK where the CONTRACTOR was not at fault, (3) a written order for a minor change in the WORK issued by the ARCHITECT, (4) failure of payment by the OWNER, (5) termination of the Contract by the OWNER, (6) OWNER's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time
§ 4.3.7.1 If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The CONTRACTOR's Claim shall include an estimate of cost and of probable effect of delay on progress of the WORK. In the case of a continuing delay only one Claim is necessary.

§ 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided however, if ARCHITECT determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within

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a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of WORK proposed will cause substantial inequity to the OWNER or CONTRACTOR, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 CONTRACTOR shall not be entitled to claims for additional time and/or increase in Contract price due to a problem or no-performance of a Subcontractor.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of ARCHITECT. Claims, including those alleging an error or omission by the ARCHITECT but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the ARCHITECT for decision. An initial decision by the ARCHITECT shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the CONTRACTOR and OWNER arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the ARCHITECT with no decision having been rendered by the ARCHITECT. The ARCHITECT will not decide disputes between the CONTRACTOR and persons or entities other than the OWNER.

§ 4.4.2 The ARCHITECT will review Claims and within ten (10) days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the ARCHITECT is unable to resolve the Claim if the ARCHITECT lacks sufficient information to evaluate the merits of the Claim or if the ARCHITECT concludes that, in the ARCHITECT's sole discretion, it would be inappropriate for the ARCHITECT to resolve the Claim.

§ 4.4.3 In evaluating Claims, the ARCHITECT may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ARCHITECT in rendering a decision. The ARCHITECT may request the OWNER to authorize retention of such persons at the OWNER's expense.

§ 4.4.4 If the ARCHITECT requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either provide a response on the requested supporting data, advise the ARCHITECT when the response or supporting data will be furnished or advise the ARCHITECT that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ARCHITECT will either reject or approve the Claim in whole or in part.

§ 4.4.5 The ARCHITECT will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the ARCHITECT shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.7 Upon receipt of a Claim against the CONTRACTOR or at any time thereafter, the ARCHITECT or the OWNER may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a CONTRACTOR's default, the ARCHITECT or the OWNER may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the CONTRACTOR to perform a portion of the WORK at the site or to otherwise furnish labor, material, or other services with respect to a portion of the WORK. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the WORK at the site or to otherwise furnish labor, material, or other services with respect to a portion of the WORK. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the CONTRACTOR, as soon as practicable after award of the Contract, shall furnish in writing to the OWNER through the ARCHITECT the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the WORK. The ARCHITECT will promptly reply to the CONTRACTOR in writing stating whether or not the OWNER or the ARCHITECT, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the OWNER or ARCHITECT to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The CONTRACTOR shall not contract with a proposed person or entity to whom the OWNER or ARCHITECT has made reasonable and timely objection. The CONTRACTOR shall not be required to contract with anyone to whom the CONTRACTOR has made reasonable objection.

§ 5.2.3 If the OWNER or ARCHITECT has reasonable objection to a person or entity proposed by the CONTRACTOR, the CONTRACTOR shall propose another to whom the OWNER or ARCHITECT has no reasonable objection.

§ 5.2.4 The CONTRACTOR shall change a Subcontractor, person or entity previously selected if the OWNER or ARCHITECT makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Contract Documents, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the CONTRACTOR, by these Documents, assumes toward the OWNER and ARCHITECT. Each subcontract agreement shall preserve and protect the rights of the OWNER and ARCHITECT under the Contract Documents with respect to the WORK to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Contract Documents, has against the OWNER. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in written form and shall specifically provide that OWNER is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the WORK is assigned by the CONTRACTOR to the OWNER provided that:

- **.1** assignment is effective only after termination of the Contract by the OWNER for cause pursuant to Section 14.2 and only for those subcontract agreements which the OWNER accepts by notifying the Subcontractor and CONTRACTOR in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the WORK has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.5 CONTRACTOR shall promptly notify OWNER and ARCHITECT of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that OWNER has in no way agreed expressly or implicitly, nor will OWNER agree, to allow any Subcontractor or other materialman or workman employed by CONTRACTOR the right to obtain a personal judgment or to create a lien against OWNER for the amount due from the CONTRACTOR.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The OWNER reserves the right to perform construction or operations related to the Project with the OWNER's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the OWNER, the CONTRACTOR shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "CONTRACTOR" in the Contract Documents in each case shall mean the CONTRACTOR who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the WORK of the CONTRACTOR, who shall cooperate with them. The CONTRACTOR shall participate with other separate contractors and the OWNER in reviewing their construction schedules when directed to do so. The CONTRACTOR shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the CONTRACTOR, separate contractors and the OWNER until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the OWNER performs construction or operations related to the Project with the OWNER's own forces, the OWNER shall be deemed to be subject to the same obligations and to have the same rights which apply to the CONTRACTOR under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The CONTRACTOR shall afford the OWNER and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the CONTRACTOR's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the CONTRACTOR's WORK depends for proper execution or results upon construction or operations by the OWNER or a separate contractor, the CONTRACTOR shall, prior to proceeding with that portion of the WORK, promptly report to the ARCHITECT apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the CONTRACTOR so to report shall constitute an acknowledgment that the OWNER's or separate contractor's completed or partially completed construction is fit and proper to receive the CONTRACTOR's WORK, except as to defects not then reasonably discoverable.

§ 6.2.3 The OWNER shall be reimbursed by the CONTRACTOR for costs incurred by the OWNER which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the CONTRACTOR.

§ 6.2.4 The CONTRACTOR shall promptly remedy damage caused by the CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The OWNER and each separate contractor shall have the same responsibilities for cutting and patching as are described for the CONTRACTOR in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the CONTRACTOR, separate contractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and the ARCHITECT will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the WORK may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive or order for a minor change in the WORK, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the OWNER, CONTRACTOR and ARCHITECT; a Construction Change Directive requires agreement by the OWNER and ARCHITECT and may or may not be agreed to by the CONTRACTOR; an order for a minor change in the WORK may be issued by the ARCHITECT and is subject to the approval of OWNER.

§ 7.1.3 Changes in the WORK shall be performed under applicable provisions of the Contract Documents, and the CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the WORK. Except as permitted in Paragraph 7.3 and subparagraph 9.7.2, a change in the Contract Sum or the contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alteration of additions to the WORK and no claim that OWNER has been unjustly enriched by an alteration of or addition to the WORK, whether or not there is, in fact, any unjust enrichment to the WORK, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the ARCHITECT and signed by the OWNER, CONTRACTOR and ARCHITECT, stating their agreement upon all of the following:

- **.1** change in the WORK;
- **.2** the amount of the adjustment, if any, in the Contract Sum; and
- **.3** the extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the WORK that is the subject of the Change Order, including, but not limited to, all direct and indirect cost associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.2.4 CONTRACTOR shall keep and periodically submit to OWNER copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the ARCHITECT and signed by the OWNER and ARCHITECT, directing a change in the WORK prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The OWNER may by Construction Change Directive, without invalidating the Contract, order changes in the WORK within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. CONTRACTOR shall keep and periodically submit to OWNER copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the WORK involved and advise the ARCHITECT of the CONTRACTOR's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the CONTRACTOR indicates the agreement of the CONTRACTOR therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the ARCHITECT on the basis of reasonable expenditures and savings of those performing the WORK attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit not to exceed a total maximum of fifteen percent (15%) for all WORK done by CONTRACTOR's employees and ten (10%) of such WORK's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractors. In such case, and also under Section 7.3.3.3, the CONTRACTOR shall keep and present, in such form as the ARCHITECT may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the WORK; and

.5 additional costs of supervision and field office personnel directly attributable to the change.

Actual cost does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of CONTRACTOR and Subcontractor supervisory personnel assigned to the WORK, and field office and related expenses.

§ 7.3.7 The amount of credit to be allowed by the CONTRACTOR to the OWNER for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ARCHITECT. When both additions and credits covering related WORK or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the OWNER, amounts not in dispute for such changes in the WORK shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the ARCHITECT will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.9 When the OWNER and CONTRACTOR agree with the determination made by the ARCHITECT concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The ARCHITECT will have authority after having obtain OWNER'S approval to order minor changes in the WORK not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with

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the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the OWNER and CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the WORK.

§ 8.1.1.1 The WORK shall be fully completed within the time limit and/or date stated in the Contract between OWNER and CONTRACTOR.

§8.1.1.1.2 Liquidated Damages: If CONTRACTOR shall fail to fully complete the WORK within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), CONTRACTOR shall be charged by and shall pay to OWNER, as liquidated damages, the sum of $1,000.00 (One Thousand Dollars) per calendar day for each calendar day that the WORK remains incomplete beyond the time fixed for the completion. CONTRACTOR hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that CONTRACTOR should fail to fully complete the WORK by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to OWNER that would be caused by CONTRACTOR's failure to timely complete the WORK. CONTRACTOR agrees that the amount of liquidated damages due OWNER may be deducted by OWNER from any moneys that might otherwise be or become payable to CONTRACTOR .

§ 8.1.2 The date of commencement of the WORK is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the ARCHITECT in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence. By executing the Agreement the CONTRACTOR confirms that the Contract Time is a reasonable period for performing the WORK.

§ 8.2.2 The CONTRACTOR shall not knowingly, except by agreement or instruction of the OWNER in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the CONTRACTOR and OWNER. The date of commencement of the WORK shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the OWNER, the CONTRACTOR shall notify the OWNER in writing not less than five (5) days or other agreed period before commencing the WORK to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the CONTRACTOR is delayed at any time in the commencement or progress of the WORK by an act or neglect of the OWNER or ARCHITECT, or of an employee of either, or of a separate contractor employed by the OWNER, or by changes ordered in the WORK, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the CONTRACTOR's control, or by delay authorized by the OWNER pending mediation and arbitration, or by other causes which the ARCHITECT determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the ARCHITECT may determine; provided however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of CONTRACTOR or that are otherwise the responsibility of CONTRACTOR and shall also be net of any contingency or 'float' time allowance included in Contractor's construction schedule CONTRACTOR shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with ARCHITECT and OWNER to

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minimize and mitigate the impact of any such occurrence and do all things reasonable under circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. CONTRACTOR shall not be entitled to damages of any type for delays caused by OWNER, his servants, agents, employees, or separate contractors hired or retained by OWNER. CONTRACTOR may receive an extension or extensions, for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the WORK, regardless of the extent or number of such Changes or OWNER's exercise of any of its remedies of suspension of the WORK or requirement of correction or re-execution of any defective WORK, shall not under any circumstances be construed as intentional interference with Contractor's performance of the WORK.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the OWNER to the Contractor for performance of the WORK under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the CONTRACTOR shall submit to the OWNER and ARCHITECT a schedule of values allocated to various portions of the WORK, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as ARCHITECT and OWNER, shall be used to monitor the progress of the WORK and as a basis for Certificates for Payment. All items with entered values will be transferred by CONTRACTOR to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directive. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by ARCHITECT and approved by OWNER. Each item shall show its total scheduled value, value of previous applications, and value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the CONTRACTOR shall submit to the ARCHITECT an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the CONTRACTOR's right to payment as the OWNER or ARCHITECT may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that: There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK; and waivers and releases from all Subcontractors, laborers, and materialmen for WORK done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to ARCHITECT together with CONTRACTOR's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the WORK which have been properly authorized by Construction Change Directives, or by interim determinations of the ARCHITECT, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment for portions of the WORK for which the CONTRACTOR does not intend to pay to a Subcontractor or material supplier, unless such WORK has been performed by others whom the CONTRACTOR intends to pay.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the WORK. If approved in advance by the OWNER, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the CONTRACTOR with procedures satisfactory to the OWNER to establish the OWNER's title to such materials and equipment or otherwise protect the OWNER's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The CONTRACTOR warrants that title to all WORK covered by an Application for Payment will pass to the OWNER no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an Application for Payment all WORK for which Certificates for Payment have been previously issued and payments received from the OWNER shall, to the best of the CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the WORK. The vesting of such title shall not impose any obligations to OWNER or relieve CONTRACTOR of any of its obligations under the Contract, that CONTRACTOR shall remain responsible for damage to or loss of the WORK, whether completed or under construction, until responsibility for the WORK has been accepted by OWNER in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The ARCHITECT will, within seven (7) days after receipt of the CONTRACTOR's Application for Payment, either issue to the OWNER a Certificate for Payment, with a copy to the CONTRACTOR, for such amount as the ARCHITECT determines is properly due, or notify the CONTRACTOR and OWNER in writing of the ARCHITECT's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the ARCHITECT to the OWNER, based on the ARCHITECT's evaluation of the WORK and on all other information available to ARCHITECT including, without limitation, the data comprising the Application for Payment, that the WORK has progressed to the point indicated and that, to the best of the ARCHITECT's knowledge, information and belief, the quality of the WORK is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the WORK for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the ARCHITECT. The issuance of a Certificate for Payment will further constitute a representation that the CONTRACTOR is entitled to payment in the amount certified and that the aggregate amount theretofore paid to CONTRACTOR plus any applicable retention does not exceed the value of the completed portion of the WORK. However, the issuance of a Certificate for Payment will not be a representation that the ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the WORK, (2) reviewed construction means, methods, techniques, sequences or procedures or made examination to ascertain how or for what purpose the CONTRACTOR has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The ARCHITECT may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the OWNER, if in the ARCHITECT's opinion the representations to the OWNER required by Section 9.4.2 cannot be made. If the ARCHITECT is unable to certify payment in the amount of the Application, the ARCHITECT will notify the CONTRACTOR and OWNER as provided in Section 9.4.1. If the CONTRACTOR and ARCHITECT cannot agree on a revised amount, the ARCHITECT will promptly issue a Certificate for Payment for the amount for which the ARCHITECT is able to make such representations to the OWNER. The ARCHITECT may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the ARCHITECT's opinion to protect the OWNER from loss for which the CONTRACTOR is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- **.1** defective WORK not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the OWNER is provided by the CONTRACTOR;

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.3 failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the WORK cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the OWNER or another contractor;

.6 reasonable evidence that the WORK will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the WORK in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 Notwithstanding any provision contained within this Article, if the WORK has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, ARCHITECT may withhold any further payment to CONTRACTOR to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against CONTRACTOR up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the ARCHITECT has issued a Certificate for Payment, the OWNER shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the ARCHITECT. OWNER may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set for in Clauses 9.5.1.1 through 9.5.1.7. OWNER shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The CONTRACTOR shall promptly pay each Subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such Subcontractor's portion of the WORK, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such Subcontractor's portion of the WORK. The CONTRACTOR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The ARCHITECT will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the CONTRACTOR and action taken thereon by the ARCHITECT and OWNER on account of portions of the WORK done by such Subcontractor.

§ 9.6.4 Neither the OWNER nor ARCHITECT shall have an obligation to pay or to see to the payment of money to a Subcontractor..

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the OWNER shall not constitute acceptance of WORK not in accordance with the Contract Documents.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the ARCHITECT does not issue a Certificate for Payment, through no fault of the CONTRACTOR, within seven (7) days after receipt of the CONTRACTOR's Application for Payment, or if the OWNER does not, for reasons other than a default of the Contract, including, but no limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7, pay the CONTRACTOR within seven (7) days after the date established in the Contract Documents the amount certified by the ARCHITECT or awarded by arbitration, then the CONTRACTOR may, upon seven (7) additional days' written notice to the OWNER and ARCHITECT, stop the WORK until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the CONTRACTOR's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.7.2 If OWNER is entitled to reimbursement or payment from CONTRACTOR under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by OWNER. Not withstanding anything contained in the Contract Documents to the contrary, if CONTRACTOR fails to promptly make any payment due OWNER, or if OWNER incurs any costs and expenses to cure any default of CONTRACTOR or to correct defective WORK, OWNER shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which OWNER is entitled from any payment then or thereafter due CONTRACTOR from OWNER, or (ii) issue a written notice to CONTRACTOR reducing the Contract Sum by an amount equal to that which OWNER is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the WORK when the WORK or designated portion thereof (which OWNER agrees to accept separately) as sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy or utilize the WORK for its intended use.

§ 9.8.2 When the CONTRACTOR considers that the WORK, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall prepare and submit to the ARCHITECT a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all WORK in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the CONTRACTOR's list, the ARCHITECT will make an inspection to determine whether the WORK or designated portion thereof is substantially complete. If the ARCHITECT's inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy or utilize the WORK or designated portion thereof for its intended use, the CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the ARCHITECT. In such case, the CONTRACTOR shall then submit a request for another inspection by the ARCHITECT to determine Substantial Completion.

§ 9.8.4 When the WORK or designated portion thereof is substantially complete, the ARCHITECT will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the WORK and insurance, and shall fix the time within which the CONTRACTOR shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date issuance of the certificate of final payment by ARCHITECT unless otherwise provided in the Certificate of Substantial Completion. The WORK will not be considered suitable for Substantial Completion review until all Project systems included in the WORK are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of OWNER's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining WORK shall be minor in nature, so that OWNER and /or OWNER's employees and if applicable, the public, could occupy the building on that date and the completing of the WORK by CONTRACTOR would not materially interfere or hamper OWNER's of OWNER's employees and if applicable, the public, (or those claiming by, through, or under OWNER) normal operations. As a further condition of Substantial Completion acceptance, CONTRACTOR shall certify that all remaining WORK will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If CONTRACTOR requests a Substantial Completion review, and ARCHITECT, after performing the Substantial Completion review, finds that the project was not ready for the Substantial Completion review, then CONTRACTOR shall pay the ARCHITECT's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the OWNER and CONTRACTOR for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the OWNER shall make payment up to the amount of retainage applying as adjusted for WORK that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The OWNER may occupy or use any completed or partially completed portion of the WORK at any stage when such portion is designated by separate agreement with the CONTRACTOR, provided such occupancy or use is consented to by the insurer as required under Article 11.5 and authorized by public authorities having jurisdiction

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over the WORK. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the WORK and insurance, and have agreed in writing concerning the period for correction of the WORK and commencement of warranties required by the Contract Documents. When the CONTRACTOR considers a portion substantially complete, the CONTRACTOR shall prepare and submit a list to the ARCHITECT as provided under Section 9.8.2. Consent of the CONTRACTOR to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the WORK shall be determined by written agreement between the OWNER and CONTRACTOR or, if no agreement is reached, by decision of the ARCHITECT.

§ 9.9.2 Immediately prior to such partial occupancy or use, the OWNER, CONTRACTOR and ARCHITECT shall jointly inspect the area to be occupied or portion of the WORK to be used in order to determine and record the condition of the WORK.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the WORK shall not constitute acceptance of WORK not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the WORK is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ARCHITECT will promptly make such inspection and, when the ARCHITECT finds the WORK acceptable under the Contract Documents and the Contract fully performed, the ARCHITECT will promptly issue a final Certificate for Payment stating that to the best of the ARCHITECT's knowledge, information and belief, and on the basis of the ARCHITECT's on-site visits and inspections, the WORK has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the CONTRACTOR and noted in the final Certificate is due and payable. The ARCHITECT's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the CONTRACTOR's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the CONTRACTOR submits to the ARCHITECT (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the WORK for which the OWNER or the OWNER's property might be responsible or encumbered (less amounts withheld by OWNER) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the OWNER, (3) a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the OWNER, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the OWNER. If a Subcontractor refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the WORK, final completion thereof is materially delayed through no fault of the CONTRACTOR or by issuance of Change Orders affecting final completion, and the ARCHITECT so confirms, the OWNER shall, upon application by the CONTRACTOR and certification by the ARCHITECT, and without terminating the Contract, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance for WORK not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by the CONTRACTOR to the ARCHITECT prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the OWNER except those arising from:

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the WORK to comply with the requirements of the Contract Documents;

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.3 terms of special warranties required by the Contract Documents.; or
.4 faulty or defective WORK appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the CONTRACTOR, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the WORK and other persons who may be affected thereby;
.2 the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the WORK, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the OWNER or ARCHITECT or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations under Section 3.18.

§ 10.2.6 The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated by the CONTRACTOR in writing to the OWNER and ARCHITECT.

§ 10.2.7 The CONTRACTOR shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the CONTRACTOR, the CONTRACTOR shall, upon recognizing the condition, immediately stop WORK in the affected area and report the condition to the OWNER and ARCHITECT in writing.

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§ 10.3.2 The OWNER shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the CONTRACTOR and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the OWNER shall furnish in writing to the CONTRACTOR and ARCHITECT the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The CONTRACTOR and the ARCHITECT will promptly reply to the OWNER in writing stating whether or not either has reasonable objection to the persons or entities proposed by the OWNER. If either the CONTRACTOR or ARCHITECT has an objection to a person or entity proposed by the OWNER, the OWNER shall propose another to whom the CONTRACTOR and the ARCHITECT have no reasonable objection. When the material or substance has been rendered harmless, WORK in the affected area shall resume upon written agreement of the OWNER and CONTRACTOR. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the CONTRACTOR's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.4 The OWNER shall not be responsible under Section 10.3 for materials and substances brought to the site by the CONTRACTOR unless such materials or substances were required by the Contract Documents.

§ 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including:

- **.1** claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the WORK to be performed;
- **.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
- **.3** claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
- **.4** claims for damages insured by usual personal injury liability coverage;
- **.5** claims for damages, other than to the WORK itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** claims for bodily injury or property damage arising out of completed operations; and
- **.8** claims involving contractual liability insurance applicable to the CONTRACTOR's obligations under Section 3.18.

§ 11.1.1.1 In the event of any failure by CONTRACTOR to comply with the provisions of this Paragraph 11.1, OWNER may, at its option, on notice to CONTRACTOR, suspend the Contract for cause until there is full compliance with this paragraph 11.1 and/or terminate the Contract for cause. Alternately, OWNER may purchase such insurance at CONTRACTOR's expense, provided that OWNER shall have no obligation to do so and if such insurance amounts and coverages. CONTRACTOR shall provide to OWNER a certified copy of any and all applicable insurances policies upon request of OWNER. The obligation to procure and maintain any insurance required by Article 11 is a separate responsibility of CONTRACTOR and is independent of the duty to furnish a certified copy or a certificate of such insurance policies.

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§ 11.1.1.1.2 Further, CONTRACTOR shall require all Subcontractors to carry similar insurances coverages and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to OWNER for approval before any WORK commences.

§ 11.1.1.1.3 In the event CONTRACTOR fails to obtain the required certificates of insurances from the Subcontractor and a claim is made or suffered, CONTRACTOR shall indemnify, defend, and hold harmless the INDEMNIFIED PARTIES (as defined in Article 11.6.1) from any and all claims for which the required insurances would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.1.1.4 SCHEDULE OF INSURANCE COVERAGES

Coverage	Minimum Amounts and Limits
Workers Compensation	
Workers Compensation	Statutory Limits
Employer's Liability	$500,000.00

This policy shall include a Waiver of Subrogation in favor of the INDEMNIFIED PARTIES (11.6.1)

§ 11.1.1.1.5 Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 each occurrence
	or
(Occurrence Basis)	$1,000,000.00 aggregate applicable to the Project.

This policy shall be on a form acceptable to OWNER, endorsed to include the INDEMNIFIED PARTIES (11.6.1) as additional insureds, contain cross-liability and severability of interest endorsements, state that this insurance is primary insurance with regard to any other insurances carried by the INDEMNIFIED PARTIES (11.6.1), and shall include the following coverages:

.1 Premises/Operations;
.2 Independent Contractors;
.3 Completed Operations for a period of two (2) years following the acceptance of Contractor's Work;
.4 Broad Form Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by CONTRACTOR in Subparagraph 11.1.1.1.3 and Paragraph 11.6 hereof, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
.5 Broad Form Property Damage;
.6 Delete Exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
.7 Personal Injury Liability with the contractual exclusions removed; and
.8 Cross Liability Endorsement.

§ 11.1.1.1.6 Comprehensive Automobile Liability

.1	Bodily Injury	$300,000.00 per person $500,000.00 per occurrence
.2	Property Damage	$100,000.00 per occurrence, or equivalent

This policy shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the INDEMNIFIED PARTIES (11.6.1) as additional insureds, contain cross-liability and severability of interest endorsements, and shall state that this insurance is primary insurance as it relates to any other insurance carried by the INDEMNIFIED PARTIES.

§ 11.1.2 The OWNER, its officers, employees, volunteers, elected officials, and ARCHITECT shall be covered as additional insureds for liability arising out of activities performed by, for, or on behalf of, the CONTRACTOR,

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including general supervision of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no specific limitations on the coverage afforded by the OWNER, its officers, elected officials, employees, or volunteers. In the event that CONTRACTOR purchases Project Management Protective Liability Insurance for the Project, CONTRACTOR shall not be required to name OWNER and ARCHITECT as additional insureds on such liability coverages.

§ 11.1.3 Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the OWNER. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The OWNER shall be responsible for purchasing and maintaining the OWNER's usual liability insurance.

§ 11.2.1.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission of self-insurance regulations. Providing false or misleading information which may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the OWNER may require the CONTRACTOR to purchase and maintain Project Management Protective Liability insurance from the CONTRACTOR's usual sources as primary coverage for the OWNER's, CONTRACTOR's and ARCHITECT's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the OWNER shall reimburse the CONTRACTOR by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the CONTRACTOR shall not be responsible for purchasing any other liability insurance on behalf of the OWNER. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for CONTRACTOR's Liability Insurance under Sections 11.1.1.1.6 through 11.1.1.1.6.1

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the OWNER, CONTRACTOR and ARCHITECT waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The OWNER shall not require the CONTRACTOR to include the OWNER, ARCHITECT or other persons or entities as additional insureds on the CONTRACTOR's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "all risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract Modifications and const of materials supplied or installed by other, compromising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Coverage shall include material stored on-site and in transit, and shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Such insurance will be with a company or companies lawfully authorized to do business in Texas.

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§ 11.4.2 For any claim made against CONTRACTOR's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§ 11.4.3 The CONTRACTOR waives all rights against (1) OWNER, OWNER's elected officials, agent and employees, the Subcontractors, Sub-subcontractors, agent and employees, and (2) the ARCHITECT. Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the WORK, except such rights as CONTRACTOR has to proceeds of such insurance held by the CONTRACTOR as a fiduciary. The CONTRACTOR, as appropriate, shall require of any separate contractors, subcontractors, sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise, a waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.4 The CONTRACTOR as fiduciary shall have power to adjust and settle a loss with insurers. The CONTRACTOR shall pay all Subcontractors their just shares of insurances proceeds received by the CONTRACTOR, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in a similar manner. If required in writing by a party in interest, the CONTRACTOR as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the CONTRACTOR's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The CONTRACTOR shall deposit in accordance with such agreement as the parties in interest may reach, If after such loss no other special agreement is made and unless the OWNER terminates the Contract for convenience, replacement of damaged property shall be performed by the CONTRACTOR under the insurance proceeds.

§ 11.4.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The CONTRACTOR shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contact and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Article 7.19-1, Texas Insurance Code.

§ 11.5.1.1 The CONTRACTOR shall deliver the required Bonds to the OWNER not later than the date of the preconstruction meeting. All bonds will be reviewed by the ARCHITECT for compliance with the Contract Documents prior to the execution of the Contract. In the event that ARCHITECT has any questions concerning the sufficiency of the bonds, ARCHITECT shall refer the bonds to OWNER or OWNER's representative for decision.

§ 11.5.1.2 All bonds shall be originals. The CONTRACTOR shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.5.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety of the CONTRACTOR's bonds becomes insufficient, the OWNER shall have the right to required additional and sufficient sureties which the CONTRACTOR shall furnish to the satisfaction of the OWNER within ten (10) days after notice

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to do so. In default thereof, the CONTRACTOR may be suspended, and all payment of money due to the CONTRACTOR withheld until sufficient bonds are provided by CONTRACTOR.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the WORK is covered contrary to the ARCHITECT's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the ARCHITECT, be uncovered for the ARCHITECT's examination and be replaced at the CONTRACTOR's expense without change in the Contract Time.

§ 12.1.2 If a portion of the WORK has been covered which the ARCHITECT has not specifically requested to examine prior to its being covered, the ARCHITECT may request to see such WORK and it shall be uncovered by the CONTRACTOR. If such WORK is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the OWNER's expense. If such WORK is not in accordance with the Contract Documents, correction shall be at the CONTRACTOR's expense unless the condition was caused by the OWNER or a separate contractor in which event the OWNER shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The CONTRACTOR shall promptly correct WORK rejected by the ARCHITECT as incomplete, defective or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected WORK, including additional testing and inspections and compensation for the ARCHITECT's services and expenses made necessary thereby, shall be at the CONTRACTOR's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the CONTRACTOR's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the entire WORK (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties) or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the WORK is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the OWNER to do so unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition. This corrective period shall be extended with respect to portions of WORK first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the WORK. Corrective WORK shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective WORK or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such WORK shall be corrected again by CONTRACTOR promptly upon notice of the defect from OWNER. This obligation under this Subparagraph 12.2.2 shall survive acceptance for the WORK under the Contract and termination of the Contract. If the CONTRACTOR fails to correct nonconforming WORK within a reasonable time during that period after receipt of notice from the OWNER or ARCHITECT, the OWNER may correct it in accordance with Section 2.4. by OWNER.

§ 12.2.2.1.1 Just before the termination of the various guarantee periods, CONTRACTOR shall accompany OWNER's agent and ARCHITECT on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the WORK without interruption until accepted by OWNER and ARCHITECT, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.2.2 The one-year period for correction of WORK shall be extended with respect to portions of WORK first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the WORK.

§ 12.2.2.3 The one-year period for correction of WORK shall not be extended by corrective WORK performed by the CONTRACTOR pursuant to this Section 12.2.

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§ 12.2.3 The CONTRACTOR shall remove from the site portions of the WORK which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CONTRACTOR nor accepted by the OWNER.

§ 12.2.4 The CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the OWNER or separate contractors caused in whole or in part by the CONTRACTOR's correction or removal of WORK which is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the CONTRACTOR might have under the Contract Documents or under law or in equity. Establishment of the one-year period for correction of WORK as described in Section 12.2.2 relates only to the specific obligation of the CONTRACTOR to correct the WORK, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR's obligations other than specifically to correct the WORK.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the OWNER prefers to accept WORK which is defective or otherwise not in accordance with the requirements of the Contract Documents, the OWNER may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The OWNER may, without consent of the CONTRACTOR, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the OWNER's rights and obligations under the Contract Documents. The CONTRACTOR shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the WORK and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the OWNER, ARCHITECT or CONTRACTOR shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the WORK required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the OWNER, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The CONTRACTOR shall give the ARCHITECT timely notice of when and where tests and inspections are to be made so that the ARCHITECT may be present for such procedures. ARCHITECT, OWNER, and CONTRACTOR shall be afforded a reasonable opportunity to attend, observe, and witness all inspection and tests of the WORK. ARCHITECT and OWNER may at any time request and receive from CONTRACTOR satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve CONTRACTOR from its obligations under the Contract Documents unless specifically so stated by OWNER in writing.

§ 13.5.2 If the ARCHITECT, OWNER, CONTRACTOR, or public authorities having jurisdiction determine that portions of the WORK require additional testing, inspection or approval not included under Section 13.5.1, OWNER will provide a contract for the inspection services, the testing of construction materials, engineering, or the verification testing services necessary. ARCHITECT, OWNER, and CONTRACTOR shall cooperate for the timely scheduling of such tests and inspections.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the WORK to comply with requirements established by the Contract Documents or reveal faulty or otherwise defective WORK, or if the necessity of any such testing, inspection, or approval procedure arises out of the fault, neglect, or omission of CONTRACTOR, CONTRACTOR shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by CONTRACTOR's failures, including, without limitation, those costs of repeated and additional procedures and compensation for ARCHITECT's services and expenses of OWNER's personnel and consultant fees and expenses. Such costs shall be paid by CONTRACTOR within ten (10) days of receipt of invoice from OWNER with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall be secured by CONTRACTOR and delivered to OWNER, unless such testing or inspection services are arranged by OWNER.

§ 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the WORK.

§ 13.6 INTEREST

§ 13.6.1 An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after OWNER receives an invoice from CONTRACTOR.

§ 13.9 EQUAL OPPORTUNITY

§ 13.9.1 The CONTRACTOR shall maintain policies of employment as follows:

§ 13.9.1.1 The CONTRACTOR and the CONTRACTOR's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment promotion, demotion or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§ 13.9.1.2 The CONTRACTOR and the CONTRACTOR's Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex or national origin.

§ 13.10 CERTIFICATION OF ASBESTOS-FREE PROJECT

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§ 13.10.1 CONTRACTOR shall submit to the ARCHITECT a letter addressed to the OWNER certifying that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which is can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§ 13.10.2 Certification shall further state should asbestos fibers be found at this Project in concentrations great than 0 .01 fibers per cubic centimeter, that CONTRACTOR shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials form the Project at no additional cost to OWNER.

§ 13.10.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The CONTRACTOR may terminate the Contract if the WORK is stopped for a period of sixty (60) consecutive days through no act or fault of the CONTRACTOR or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the WORK under direct or indirect contract with the CONTRACTOR, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction which requires all WORK to be stopped;

.2 an act of government, such as a declaration of national emergency which requires all WORK to be stopped;

§ 14.1.2 The CONTRACTOR may terminate the Contract if, through no act or fault of the CONTRACTOR or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the WORK under direct or indirect contract with the CONTRACTOR, repeated suspensions, delays or interruptions of the entire WORK by the OWNER as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons exists, CONTRACTOR may, upon fourteen (14) days' written notice to the OWNER and ARCHITECT, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from the OWNER payment of WORK properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in Contract) and for payment for costs directly related to WORK thereafter performed by CONTRACTOR in terminating such WORK including reasonable demobilization and cancellation charges provided said WORK is authorized in advance by ARCHITECT and OWNER.

§ 14.1.4 OWNER shall not be responsible for damages for loss of anticipated profits on WORK not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The OWNER may terminate the Contract if the CONTRACTOR:

.1 refuses or fails to supply enough properly skilled WORKers or proper materials equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

.3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

.4 disregards the instructions of ARCHITECT or OWNER (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt of insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or

.6 otherwise does not fully comply with the Contract Document.

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User Notes: (845480542)

§ 14.2.2 When any of the above reasons exist, the OWNER, may without prejudice to any other rights or remedies of the OWNER and after giving the CONTRACTOR and the Contractor's surety, if any, seven days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

.2 accept assignment of subcontracts pursuant to Section 5.4; and

.3 finish the WORK by whatever reasonable method the OWNER may deem expedient. Upon request of the CONTRACTOR, the OWNER shall furnish to the CONTRACTOR a detailed accounting of the costs incurred by the OWNER in finishing the WORK.

§ 14.2.3 When the OWNER terminates the Contract for one of the reasons stated in Section 14.2.1, the CONTRACTOR shall not be entitled to receive further payment until the WORK is finished.

§ 14.2.4 To the extent of the costs of completing WORK, including compensation for additional professional services and expenses exceed those costs that would have been payable to CONTRACTOR to complete the WORK except for CONTRACTOR's default, CONTRACTOR will pay the difference to OWNER, and this obligation for payment shall survive termination of the Contract. Such costs incurred by OWNER will be determined by OWNER and confirmed by ARCHITECT.

§ 14.2.5 In addition to OWNER's right to remove CONTRACTOR from any part of WORK pursuant to the Contract Documents, OWNER may, at any time, at will and without cause, terminate any part of WORK or any subcontract or all remaining WORK for any reason whatsoever by giving seven (7) days' prior written notice to CONTRACTOR specifying the part of WORK or subcontract to be terminated and the effective date of termination. CONTRACTOR shall continue to prosecute the part of WORK not terminated. If any part of WORK or subcontract is so terminated, CONTRACTOR shall be entitled to payment for WORK properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to WORK thereafter performed by CONTRACTOR in terminating such WORK or subcontract including reasonable demobilization and cancellation charges provided said WORK is authorized in advance by ARCHITECT and OWNER. No payment shall be made by OWNER, however, to the extent that such WORK or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, OWNER will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the WORK, the Contract Documents shall remain in full force and effect.

§ 14.2.6 OWNER shall not be responsible for damages for loss of anticipated profits on WORK not performed on account of any termination described in Subparagraph 14.2.5.

§ 14.2.7 Upon a determination by a court of competent jurisdiction that termination of CONTRACTOR pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and CONTRACTOR's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The OWNER may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the WORK in whole or in part for such period of time as the OWNER may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONTRACTOR is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The OWNER may, at any time, terminate the Contract for the OWNER's convenience and without cause.

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User Notes: (845480542)

§ 14.4.2 Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the CONTRACTOR shall:

.1 cease operations as directed by the OWNER in the notice;

.2 take actions necessary, or that the OWNER may direct, for the protection and preservation of the WORK; and

.3 except for WORK directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the OWNER's convenience, the CONTRACTOR shall be entitled to receive payment for WORK executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the WORK not executed.

DRAFT

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User Notes: (845480542)

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
IMMEDIATE REVIEW AND RESPONSE REQUESTED

To: Alcocer Garcia Associates — Via Fax (956) 618-2008
Eduardo Alcocer

From: Mary A. Maldonado
Hidalgo County Contracts Manager

Date: June 10, 2008

Re: Best and Final Offer (Renovation of Old Administration Building

RECEIVED
JUN 12 2008
By

Pursuant to action taken by Commissioners' Court on Tuesday, August 7, 2007on the above referenced Request for Proposals, "Renovation of Old Administration Building" your company has been ranked number one (1) and approved to proceed with negotiation process. As part of the negotiation process, we are requesting that you submit your Best and Final Offer.

We are requesting for you to consider the rates you are proposing and submit your Best and Final Offer via facsimile (956) 318-2629 or via e-mail to mary.maldonado@co.hidalgo.tx.us.

Please indicate below and return via facsimile to (956) 3182629 by no later than 5:00 p.m., Wednesday, June 11, 2008.

Best and final offer 7.5 %

Eduardo Alcocer

Date 06.11.08

Printed Name of Person Authorized to Bind Company

EDUARDO ALCOCER

AI-9795 **17.B.1.**

Requesting of Change Order No. 1 from Sanchez United Contracting Inc. for South Tower Park Project

CC REGULAR

Date: 06/17/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 1 (Increase) in the amount of $7,674.00 in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document.

BACKGROUND

Original Contract Price of $223,399.50 is being funded by Urban County. (Project RFB #5007-92-0306-5000-9200-ML located in Pct. #2)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $172,178.19 as of 6/13/08. Precinct 2 Parks funds are available for pending Change Order Number One (increase of $7,674.00) for Urban County project at South Tower Park.

Attachments

Link: Change Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/13/2008 12:21 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 03:02 PM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 03:40 PM	NEW-R

Form Started By: Rocio Villarreal Started On: 06/13/2008 11:08 AM

Final Approval Date: 06/13/2008

CHANGE ORDER NUMBER ONE (1)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: June 10, 2008 **EFFECTIVE DATE:** June 10, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-9200-ML

CONTRACTOR: UNITED CONTRACTOR
Rt. 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. LOWERING 42" RCP CL III (RUBBER GASKET)
2. LOWERING THREE (3) INLETS
3. 388 LF OF TRENCH EXCAVATION PROTECTION

Reason for Change Order:

1 LOWERING PIPE TO HAVE THE OPPORTUNITY TO CONNECT STORM SEWER IN THE FUTURE FOR INCA SUBDIVISION
2 LOWERING INLETS TO HAVE THE OPPORTUNITY TO CONNECT STORM SEWER IN THE FUTURE FOR INCA SUBDIVISION
3. NEEDED BECAUSE WILL BE DIGGING OVER FIVE (5') F00T DEEP

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 223,399.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 223,399.50		Contract Time prior to this Change Order Substantial Completion:	75 calendar days or dates
Net Increase (decrease) of this Change Order $ 7,674.00		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 231,073.50	Net % Increase (decrease) from original contract price. 3.40 %	Contract Time with all approved Change Orders Completion:	75 calendar days or dates

RECOMMENDED:
By: [signature] R.E.
Engineer (Authorized Signature)
Date: 6/11/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 6/11/08

INVOICE RECEIVED BY: _____ ON 6/11/08
GOODS/SERVICES RECEIVED BY: _____ ON 6/11/08

CHANGE ORDER No.1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
SOUTH TOWER PARK PROJECT
BID NUMBER:5007-92-0306-5000-9200-ML

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1
		STORM SEWER. SANITARY SEWER AND WATER						
1	1,115.00	1,503.00	LF	Trench Excavation Protection	$ 2.00	$ 2,230.00	776.00	3,006.00
2	157.50	157.50	SY	Concrete Riprap (CL B)(4")	$ 14.00	$ 2,205.00	0.00	2,205.00
3	64.00	64.00	LF	RCP (CL III) (18") (Rubber Gasket)	$ 27.00	$ 1,728.00	0.00	1,728.00
4	51.00	51.00	LF	RCP (CL III) (30") (Rubber Gasket)	$ 44.00	$ 2,244.00	0.00	2,244.00
5	388.00	388.00	LF	RCP (CL III) (42") (Rubber Gasket)	$ 70.00	$ 27,160.00	0.00	27,160.00
6	640.00	640.00	LF	RCP (CL III) (48") (Rubber Gasket)	$ 80.25	$ 51,360.00	0.00	51,360.00
7	4.00	4.00	EA	Inlet (Ty CC)	$ 2,400.00	$ 9,600.00	0.00	9,600.00
8	2.00	2.00	EA	Manhole (Ty M)	$ 1,900.00	$ 3,800.00	0.00	3,800.00
9	1,115.00	1,115.00	LF	8" PVC SDR 26	$ 11.50	$ 12,822.50	0.00	12,822.50
10	4.00	4.00	EA	4-Ft Dia. Fibergalss Manhole	$ 1,700.00	$ 6,800.00	0.00	6,800.00
11	2.00	2.00	EA	6" Cleanout	$ 280.00	$ 560.00	0.00	560.00
12	1.00	1.00	EA	8" Cleanout	$ 325.00	$ 325.00	0.00	325.00
13	940.00	940.00	LF	8" PVC C-900 DR 18	$ 10.00	$ 9,400.00	0.00	9,400.00
14	162.00	162.00	LF	6" PVC C-900 DR 18	$ 7.50	$ 1,215.00	0.00	1,215.00
15	781.00	781.00	LF	2" PVC C-900 DR 18	$ 3.50	$ 2,733.50	0.00	2,733.50
16	36.00	36.00	LF	16" PVC CASING (SDR-26)	$ 27.00	$ 972.00	0.00	972.00
17	45.00	45.00	LF	10" PVC CASING (SDR-26)	$ 14.00	$ 630.00	0.00	630.00
18	44.00	44.00	LF	4" PVC CASING (SDR-26)	$ 4.00	$ 176.00	0.00	176.00
19	1.00	1.00	EA	Flash Valve	$ 660.00	$ 660.00	0.00	660.00
20	2.00	2.00	EA	8" x 2" Reducer Tee	$ 225.00	$ 450.00	0.00	450.00
21	4.00	4.00	EA	8" x 6" Reducer Tee	$ 285.00	$ 1,140.00	0.00	1,140.00
22	1.00	1.00	EA	10" x 8" Reducer Tee	$ 460.00	$ 460.00	0.00	460.00
23	2.00	2.00	EA	2" (45 Degree) Elbow	$ 60.00	$ 120.00	0.00	120.00
24	2.00	2.00	EA	8" (45 Degree) Elbow	$ 55.00	$ 110.00	0.00	110.00
25	4.00	4.00	EA	8" (11.25 Degree) Elbow	$ 65.00	$ 260.00	0.00	260.00
26	1.00	1.00	EA	2" Valve Box	$ 350.00	$ 350.00	0.00	350.00
27	1.00	1.00	EA	8" M.J. Gate Valve & Box	$ 870.00	$ 870.00	0.00	870.00
28	3.00	3.00	EA	Fire Hydrant Assembly w/6" Gate & Valve Box	$ 2,950.00	$ 8,850.00	0.00	8,850.00
29	1.00	1.00	EA	Single Water Service Connection	$ 650.00	$ 650.00	0.00	650.00
30	206.00	206.00	LF	Temp Sediment Control Fence	$ 4.00	$ 824.00	0.00	824.00
31	84.00	84.00	SY	Construction Exits (Install)	$ 14.50	$ 1,218.00	0.00	1,218.00
32	84.00	84.00	SY	Construction Exits (Remove)	$ 10.00	$ 840.00	0.00	840.00
33	6,781.00	6,781.00	LF	Concrete Curb (6")	$ 5.00	$ 33,905.00	0.00	33,905.00
34	3,760.00	3,760.00	LF	Concrete Curb & Gutter	$ 7.00	$ 26,320.00	0.00	26,320.00
35	631.00	631.00	LF	Valley Gutter (4-Ft)	$ 16.50	$ 10,411.50	0.00	10,411.50
36	0.00	388.00	LF	Lowering 42" R.C.P. (CL III) Rubber Gasket	$ 8.50	$ -	3,298.00	3,298.00
37	0.00	3.00	EA	Lowering of Inlet C7, C9, and C10	$ 1,200.00	$ -	3,600.00	3,600.00
					Total :	**$ 223,399.50**	**$ 7,674.00**	**$ 231,073.50**

R. Gutierrez Engineering Corporation — Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Val Cuevas
Vinco PTD

FROM: Luis Nava, PE
SUBJECT: So Power Pole
PROJECT NO.: EVG06.0101
DATE: 6/11/08

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Change Order with Tabulation

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
✓ FOR APPROVAL	___ APPROVED AS SUBMITTED	✓ FOR YOUR ACKNOWLEDGEMENT
✓ FOR YOUR USE	___ RETURN FOR CORRECTIONS	✓ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
✓ FOR REVIEW AND COMMENT	✓ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution file

Received by: 6/11/08

AI-9702 **17.C.1.**

Pct 4-WA #11-TEDSI-C-07-051-02-06
CC REGULAR

Date: 06/17/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 11 (with a proposed fee of $ 2,500.00) with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 4 in connection with Contract No. C-07-051-02-06 for a "Traffic Engineering Study at the intersection of 83rd Street @ Mile 17 North of San Carlos, Texas".

BACKGROUND

Work Authorization No. 11-TEDSI

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: WA #11-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 02:26 PM	APRV
2	Budget & Management		06/12/2008 02:26 PM	NEW
3	Auditor's Office		06/12/2008 02:26 PM	
4	Court Administrator		06/12/2008 02:26 PM	

Form Started By: Letty Saenz Started On: 06/09/2008 10:43 AM

Final Approval Date: 06/12/2008

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: JUNE 09, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: WORK AUTHORIZATION #11
83rd St. @ Mile 17
CONTRACT #07-051-02-06
ACCT. #: 8-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING WORK AUTHORIZATION NO: **#11,** IN THE AMOUNT OF **$2,500.00** FROM **TEDSI INFRASTRUCTURE GROUP** ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: WORK AUTHORIZATION #11

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-051-02-06
Work Authorization Form

WORK AUTHORIZATION NO. 11

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to perform a traffic-engineering study at the intersection of ***83rd St @ Mile 17 north of San Carlos, Texas***, Texas.

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

PART 2. LUMP SUM COST

The estimated cost for services under this Work Authorization is **$ 2,500.00** This amount is based upon the costs outlined in the Contract.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section II, Item B and Article/Part/Section V of the Agreement.

PART 4. FUNDING

This Work Authorization No.11 shall be funded through funding source:
Account No. 8-1204-431-00-124-007-0-334
Requisition Number 133933 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Oscar L. Garza Jr. as to content and detail of this Work Authorization No. # 3.
HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: O. L. Garza, Jr.

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

By: Eric R. Diethich, P.E., Project Manager

THE OWNER:
HIDALGO COUNTY

By: J.D. Salinas, County Judge

ATTEST:

By: Arturo Guajardo, Jr. - County Clerk

ATTACHMENT

ATTACHMENT "A" - Services to be Provided by the Engineer

ATTACHMENT "A"
SCOPE OF WORK
TRAFFIC ENGINEERING SERVICES
TRAFFIC SAFETY STUDY

In response to constituent concerns, Hidalgo County Precinct #4 requested a traffic safety study for the intersection of ***83rd St @ Mile 17 north of San Carlos, Texas***. The scope of work and associated fees for proposed traffic engineering services are based on the following items:

a. TEDSI will submit two original duplicate study reports for the study to Hidalgo County Pct #4 approximately 30 days after a Notice to Proceed is received by TEDSI.

b. TEDSI will collect all necessary traffic data to study this intersection.

c. TEDSI will provide recommendations to enhance traffic operations and safety at this location.

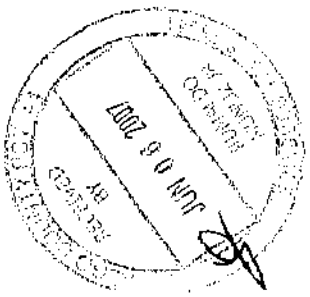
d. Hidalgo County will provide accident reports for the intersection.

MULTI-WAY STOP STUDY

TEDSI shall perform a multi-way stop study at this intersection in Hidalgo County Precinct NO 4. TEDSI will collect the necessary traffic data to perform the required analysis. The multi-way stop warrants as outlined in the 2006 TMUTCD will be utilized for this study. A traffic engineering study report will be prepared which includes a summary of the conditions at the intersection, multi-way stop warrant analysis results, recommendations, and project photographs.

Intersection to be studied:

1. ***83rd St @ Mile 17 north of San Carlos, Texas.***



TEDSI INFRASTRUCTURE GROUP

May 5, 2008

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct #4
1102 N. Doolittle Road
Edinburg, Texas 78539



RE: Hidalgo County Contract #C-07-051-02-06
Work Authorization # 11 - Traffic Study
83rd St @ Mile 17 north of San Carlos, Texas.

Dear Commissioner Garza:

TEDSI Infrastructure Group (TEDSI) is pleased to submit this proposal to Hidalgo County Precinct #4 for services relating to a Multi-Way Stop study at the above captioned intersection. It is proposed that this project be performed as part of the existing traffic evergreen contract between TEDSI and Hidalgo County.

TEDSI will perform these services as detailed in the attached **"Attachment A" – Scope of Services.**

SCHEDULE

This project will require approximately 30 days to complete. This timeframe is contingent on Hidalgo County Pct #4 providing any requested information required to complete this project.

COMPENSATION

The proposed fees are in accordance with our contract fee schedule as defined under Item C2 of our existing contract. The total lump sum fees are as follows:

1. 83rd St @ Mile 17 north of San Carlos, Texas.	$ 2,500.00
TOTAL	**$2,500.00**

I can assure you of our personal service, total commitment and timely response towards you on this Project.

If you have any questions or require additional information, please do not hesitate to call.
If it is your desire to proceed with this project, please sign the attached work authorization documents and return for further processing.

Sincerely
TEDSI INFRASTRUCTURE GROUP

Eric R. Dietrich, P.E., P.T.O.E
Project Manager

Attachments: As Stated.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4

1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office (956) 383-3112

HIDALGO COUNTY PRECINCT #4
COMMISSIONER OSCAR L. GARZA, JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TX 78539

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: MR. ERIC DIETRICH W/ TEDSI

FAX NUMBER: 424-7022

NO. OF PAGES: 2 *(INCLUDING COVER PAGE)*

FROM: HIDALGO COUNTY PCT. #4

DATE: 6/4/08
TIME: 4:40 A.M. / P.M.

COMMENTS:

REQUEST WORK AUTHORIZATION FOR TRAFFIC STUDY.

THANKS FOR YOUR ASSISTANCE. IF YOU HAVE ANY QUESTIONS CALL OUR OFFICE.

janie_alejos@yahoo.com

RECEIVED
BY
JUN 06 2008
4:30
PM

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Hidalgo County Traffic Engineering Services Request Forms

To: Traffic Engineering & Design Systems, Inc.
Address: 1201 E. Expressway 83
Mission, Tx 78572
Contract # 07-051-02-06

From: Hidalgo County Precinct #4
Date: 6/5/08

Location: Intersection of 83rd & Mile 17

Problem Statement: The traffic study is requested due to heavy traffic and accidents. Possible setting of four way stop or up grade of existing traffic control signs.

Please forward "Work Authorization" form, at your earliest possible convenience, should you have any questions you may direct them to Ms. Gloria Beltran, Ex. Asst. or Mr. Juan M. Carranza, Chief Administrator at (956) 279-5613.

—	Accident Problem	—	Speeding Problem
—	Stop Sign Warrant	—	Constituent Complaint
—	Signal Warrant	—	Left Turn Bay Design
x	Requesting 4-way stop	—	_____

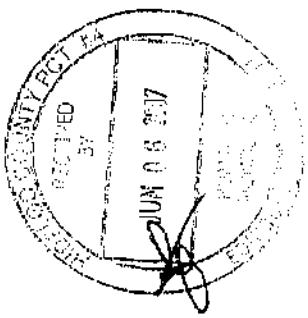
Request: Traffic Engineering Services
Acct.: 8-1204-431-00-124-007-0-334

Authorized By: O. L. Carranza Jr. Date: 6/4/08









HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **Leticia Saenz**
Hidalgo County Purchasing Department

FAX NO. (956)-

NO. OF PAGES: 8 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 6/09/2008
TIME: 10:00 AM. / P.M.

COMMENTS: **Please place on the next Commissioners' Court.**

Any ? call me Thanks Rumaldo Munoz Jr.

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AI-9759 **17.C.2.**

Pct 4 -Requesting approval to purchase a striping machin thru TX-Mas Contract w-United Rental

CC REGULAR

Date: 06/17/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authority to purchase "One (1) New Paint Striper" from United Rentals through our membership/participation with Texas Procurement and Support Services (TPASS) Procurement Programs TXMAS contract no. TXMAS-7-51V080 in an amount not to exceed $ 2,858.33

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 6/13/08 $8,506.81

Attachments

Link: Dept Request and Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:16 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:32 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/13/2008 11:28 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 02:30 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:31 PM	APRV

Form Started By: Moises Salazar Started On: 06/11/2008 04:43 PM

Final Approval Date: 06/13/2008

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: JUNE 11, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O MOISES (MOY) SALAZAR, BUYER II
FROM: HIDALGO COUNTY PRECINCT #4
REF: STRIPPING MACHINE

HIDALGO COUNTY PRECINCT #4 IS HERBY RECOMMENDING AWARD TO **TX-MAS 7-51V080** VENDOR **UNITED RENTALS** FOR ONE **(1)** NEW WALK BEHIND STRIPPING MACHINE IN THE AMOUNT OF **$2,858.33**.

FUNDING FOR THIS ITEM WILL BE FROM THE FOLLOWING ACCOUNT: **8-1204-431-00-124-007-0-748**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: PCT FILES

United Rentals

800-UR Rents (800-877-3687)

LOCATION #040
1703 SOUTH EXPRESSWAY 281
EDINBURG, TX 78539
956-289-8400 956-383-8484 FAX

EQUIPMENT SALE QUOTE

73913293

Customer Number : S# 1005830250
Quote Date : 6/22/08

Job Location: MOISES SALAZAR BUYER II, 2D
Job Number :
P.O. Number : QUOTE
Ordered By :
Written By : URC40VG
Salesperson : 7013

Job Site

HIDALGO COUNTY PURCHASING
MOISES SALAZAR BUYER II
100 N. CLOSNER BLVD
EDINBURG, TX 78541
Office: 956-383-3112 Job: 956-318-2600

Customer

HIDALGO COUNTY PRECINCT # 4
JUAN MANUEL CARRANZA
1102 N. DOOLITLE RD
EDINBURG, TX 78541

Qty	Equipment #	Price	Amount
1	3502550 CC: 350-2550	2558.33	2558.33

PAINT STRIPER AIRLESS WALKER*HIND
New Airlessco Spray & Stripe 3600 part #
305-385 4HP Gas Engine Min/Max 0-3000PSI
Max Output0.7GPM 1 spray gun up to 0.025
"tip size, Dimensions: 37"H x 24" W x 65
"L

SALES ITEMS:

Qty	Item number	Stock class	Unit	Price	Amount
1	FR RESALE	MCI	EA	300.000	300.00

FREIGHT EQUIPMENT SALE
UM: (EA) EACH

***We can setup account to wave tax's ***
TX MAS -7-51V080
CCR Registered Duns# 17-688-3961
CAGE Code 1PCJ2

Sub-total:	2858.33
Tax:	235.82
Estimated Total:	3094.15

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

AI-9752 **17.C.3.**

Requesting approval of Change Order No. 2;Payment No. 3&4;Substantial Completion for CRC Design; Payment No. 12 VA Architecture

CC REGULAR

Date: 06/17/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting approval of Change Order No. 2 (which includes deducting unused allowances-add one isolated grounded outlet & add days to contract due to delay from AEP) in connection with the "Construction of New Office for Precinct No. 4" from contracted vendor, CRC Design Consultants, and as recommended by project architect, VA Architecture, with authority for County Judge or Court member to execute document.

B. Approval of Request for Payment Application No. 3 in the amount of $570.00 and Payment Application No. 4 (Retainage) in the amount of $31,545.00 from CRC Design Consultant, awarded contractor for the, "Construction of New Office for Precinct No. 4," and as certified for payment by project architect, VA Architecture.

C. Requesting approval of a "Certificate of Substantial Completion" with CRC Design Consultants, reflecting the substantial completion date of June 17, 2008 for the "Construction of New Office for Precinct No. 4".

BACKGROUND

C-07-033C-07-24 PO#592783

Pmt#	AI#	CC Date	Pmt	Retainage	Total
1	7810	2/11/08	446,310	23,490	469,800
2	9236	5/13/08	152,475	8,025	160,500
3	9752	6/17/08	570	30	600
		Total	599,355	31,545	630,900

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-419-40-124-034-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO# 592783 available balance as of 6/13/08 $13,000. PO balance after Chg order#2 will be $600.00. Funding available in account as of 6/13/08.

Retainage account 8-1301-206-00-000-006-0-000

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:10 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:30 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/13/2008 04:33 PM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 04:41 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 05:05 PM	APRV

Form Started By: Rocio Villarreal Started On: 06/11/2008 04:19 PM

Final Approval Date: 06/13/2008

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Construction of New Offices for Hidalgo County Pct. 4

CHANGE ORDER NUMBER: 002
DATE: June 6, 2008

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Carlo R. Cantú dba CRC Design Consultants
2016 S. 45th Street
McAllen, Texas 7850

ARCHITECT'S PROJECT NUMBER: 07-1002
CONTRACT DATE: August 15, 2007
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
1. DEDUCT UNUSED ALLOWANCES.....($13,000.00)
2 ADD ONE ISOLATED GROUND OUTLET AS PER THE OWNER'S REQUEST $600.00
3 ADD 78 DAYS TO CONTRACT TIME DUE TO THE DELAY IN THE INSTALLATION OF ELECTRICAL SERVICE BY AEP TO THE BUILDING.
TOTAL CHANGE ORDER DEDUCT AMOUNT..... ($12,400.00)

ATTACHMENTS:
Letter to Com. Garza from V-A Architecture + Letter to V•A Architecture from CRC Design Consultants (dated 4/16/08)

The original Contract Sum was	$	687,000.00
The net change by previously authorized Change Orders	$	43,700.00
The Contract Sum prior to this Change Order was	$	643,300.00
The Contract Sum will be decreased by this Change Order in the amount of	$	(12,400.00)
The new Contract Sum including this Change Order will be	$	630,900.00

The Contract Time will be increased by Seventy-Eight (78) days.
The date of Substantial Completion as of the date of this Change Order therefore is Friday, July 25, 2008

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Reynaldo Vargas, Architect, Inc. dba V-A Architecture	Carlo R. Cantú dba CRC Design Consultants	Hidalgo County
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
2029 Industrial Drive, McAllen, Tx 78504	2016 S. 45th Street, McAllen, Texas 7850	100 E. Cano, Edinburg, Texas 78539
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Reynaldo Vargas, A.I.A.	Carlo Cantú	Hon. J.D. Salinas, Hidalgo County Judge
(Typed name)	*(Typed name)*	*(Typed name)*
6/6/08	6-11-08	
DATE	**DATE**	**DATE**

ATTEST:_____
Arturo Guajardo, Jr. Hidalgo Cty. Clerk

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V·A Architecture

April 16, 2008

Oscar L. Garza, Commissioner
Hidalgo County Pct. 4
1104 N. Doolittle Rd.
Edinburg, Texas 78541

RE: **Construction of New Offices for Hidalgo County Pct. 4 #C-07033C-09-25**

Commissioner Garza:

Attached please find a letter dated April 16, 2008 from CRC Design Consultants requesting an extension of time due to circumstances beyond its control.

As you are aware, asphalt paving, curb and gutter, water, and sanitary sewer services to the site involve contracts and/or work to be performed outside of the Contract for Construction for the building. To date, all that remains to be completed is the installation of light poles, one flag pole, and the covered parking structure. This work is being properly coordinated with your staff. The building is essentially complete; however, as Mr. Cantú's letter indicates, a punchlist for the building cannot be prepared until such time that all utilities have been connected and all systems properly tested. This testing is contingent upon AEP delivering electrical service to the site.

For your information, the scheduled Date of Substantial Completion is Thursday, May 8, 2008. We recommend that a Change Order for an extension of time be granted to CRC Design Consultants; however, it presently not known how many days the project will be delayed. We will advise you of the extension of time as soon as this issue is resolved.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

07-1002\LTR\COM GARZA\041608

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

CRC

April 16, 2008

Tomás René Canul,
Project Manager
V- A Architecture
2029 Industrial Drive
McAllen, Texas

RE: Construction of New Offices for Hidalgo County Pct. 4
Edinburg, Texas

Mr. Canul:

We respectfully request an extension of time to complete the Construction of the new Pct. 4 offices.

AEP has yet to install the electrical primary conductors and transformers. The required notice executed by Commissioner Garza is dated February 13, 2008, sixty days ago. AEP has stated that it will be another 2-3 weeks before power is delivered to the site.

Without power, we are unable to complete the final cleaning of the facility, and proper testing of mechanical, electrical, and plumbing systems.

Our request for an extension is based on March 14, 2008 and is ongoing until such time that the power is connected by AEP

Should you have any questions.

Sincerely,

Carlo Ray Cantú, Owner

CRC Design Consultants
2016 S. 49th St.
McAllen, TX. 78503
(956) 451-3234
FAX (956) 664-2359

AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Hidalgo County 100 E. Cano, Edinburg, Texas 78539	**PROJECT:**	Construction of New Offices for Hidalgo County Pct. 4 Edinburg, Texas	**APPLICATION NO:** 003 **PERIOD TO:** June 6, 2008 **CONTRACT FOR:** General Construction **CONTRACT DATE:** August 15, 2007 **PROJECT NOS:** 07-1002 / / Contract No. C-07-033C-09-25; PO # 592783	**Distribution to:** OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	Carlo R. Cantú dba CRC Design Consultants 2016 S. 45th Street McAllen, Texas 7850	**VIA ARCHITECT:**	Reynaldo Vargas, Architect, Inc. dba V·A Architecture 2029 Industrial Drive, McAllen, Texas 78504		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 687,000.00
2. Net change by Change Orders		$ -56,100.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 643,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 630,900.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 31,545.00	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 31,545.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 599,355.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 598,785.00
8. CURRENT PAYMENT DUE		$ 570.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 31,545.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ .00	$ -43,700.00
Total approved this Month	$ 0.00	$ -12,400.00
TOTALS	$ 0.00	$ -56,100.00
NET CHANGES by Change Order	$	-56,100.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: June 6, 2008

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this 11th day of June

Notary Public: _____

My Commission expires: 04-01-09

JOSE GOMEZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 04-01-2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 570.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

REGISTERED ARCHITECT REYNALDO VARGAS 7125 STATE OF TEXAS

ARCHITECT:

By: _____ Date: June 11, 2008

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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User Notes: (2276220129)

Jun 11 2008 11:15AM VA Architecture 9566867916 p.5

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 003
APPLICATION DATE: 06/06/2008
PERIOD TO: 06/06/2008
ARCHITECT'S PROJECT NO: 07-1002

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Insurance & Permits	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %	0.00	1,000.00
2	Building Pad	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00 %	0.00	1,400.00
3	Doors & Hardware	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00 %	0.00	1,600.00
4	Windows	11,500.00	11,500.00	0.00	0.00	11,500.00	100.00 %	0.00	575.00
4.1 CO#1, Item #8	Aluminum Window modification	-500.00	-500.00	0.00	0.00	-500.00	100.00 %	0.00	-25.00
5	Masonry	95,000.00	95,000.00	0.00	0.00	95,000.00	100.00 %	0.00	4,750.00
5.1 CO#1, Item #2	Provide CMU stucco in lieu of glazed CMU @ entrance	-15,000.00	-15,000.00	0.00	0.00	-15,000.00	100.00 %	0.00	-750.00
6	Ceramic Tile & Flooring	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %	0.00	1,200.00
6.1 CO#1, Item #4	Floor Tile Modification to owner selected	-3,000.00	-3,000.00	0.00	0.00	-3,000.00	100.00 %	0.00	-150.00
6.2 CO#1, item #7	Restroom floor & wall tile to owner selected	-1,500.00	-1,500.00	0.00	0.00	-1,500.00	100.00 %	0.00	-75.00
7	Millwork	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %	0.00	750.00
7.1 CO#1, Items #9-11	Delete: shelving @east wall, door & cabinet hardware @upper shelves (Rm.117); and shelving unit @Rm.119	-1,524.00	-1,524.00	0.00	0.00	-1,524.00	100.00 %	0.00	-76.20
8	Steel Reinforcing	14,800.00	14,800.00	0.00	0.00	14,800.00	100.00 %	0.00	740.00
9	Plumbing	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %	0.00	2,250.00
9.1 CO#1, Item #5	Change specified drinking fountains	-1,600.00	-1,600.00	0.00	0.00	-1,600.00	100.00 %	0.00	-80.00
10	Mechanical	84,500.00	84,500.00	0.00	0.00	84,500.00	100.00 %	0.00	4,225.00
11	Electrical	68,350.00	68,350.00	0.00	0.00	68,350.00	100.00 %	0.00	3,417.50
11.1	Add isolated ground outlet	600.00	0.00	600.00		600.00	100.00 %	0.00	30.00

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User Notes:

(263132250)

Jun 11 2008 11:15AM VA Architecture 9566867916 p.6

12	Concrete Works	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %	0.00	1,750.00
12.1 CO#1, Item #9	Delete sidewalks around building except @ entrance	-2,576.00	-2,576.00	0.00		-2,576.00	100.00 %	0.00	-128.80
13	Painting	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %	0.00	800.00
14	Metal Studs, Suspended Ceiling	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00 %	0.00	1,450.00
15	Structural Steel	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %	0.00	3,750.00
15.1 CO#1, Item #3	Install galvalume room finish in lieu of color	-3,500.00	-3,500.00	0.00		-3,500.00	100.00 %	0.00	-175.00
16	Landscaping	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %	0.00	600.00
16.1 CO#1, Item #1	CO#1, Item #1: Delete landscaping	-12,000.00	-12,000.00	0.00	0.00	-12,000.00	100.00 %	0.00	-600.00
17	Projection Screen	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %	0.00	125.00
17.1 CO#, Item #6	Delete Projection Screens	-2,500.00	-2,500.00	0.00	0.00	-2,500.00	100.00 %	0.00	-125.00
18	Allowances	23,000.00	10,000.00	13,000.00	0.00	23,000.00	100.00 %	0.00	1,150.00
18.1	Delete unused allowances	-13,000.00	0.00	-13,000.00		-13,000.00	100.00 %	0.00	-650.00
19	CRC Design Consultants	56,350.00	56,350.00	0.00	0.00	56,350.00	100.00 %	0.00	2,817.50
20	Change Order #1: $43,700.00{Total}	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above		Amounts listed individually above	Amounts listed individually above
21	Change Order #2: ($12,400.00){Total}	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above		Amounts listed individually above	Amounts listed individually above
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	$ 630,900.00	$630,300.00	$600.00	$ 0.00	$ 630,900.00	100.00 %	$ 0.00	$ 31,545.00

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Jun 11 2008 11:16AM VA Architecture 9566867916 p.7

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Hidalgo County 100 E. Cano, Edinburg, Texas 78539	**PROJECT:**	Construction of New Offices for Hidalgo County Pct. 4 Edinburg, Texas	**APPLICATION NO:** 004 (Final) **PERIOD TO:** June 6, 2008 **CONTRACT FOR:** General Construction **CONTRACT DATE:** August 15, 2007 **PROJECT NOS:** 07-1002 / / Contract No. C-07-033C-09-25; PO # 592783	**Distribution to:** OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	Carlo R. Cantú dba CRC Design Consultants 2016 S. 45th Street McAllen, Texas 7850	**VIA ARCHITECT:**	Reynaldo Vargas, Architect, Inc. dba V·A Architecture 2029 Industrial Drive, McAllen, Texas 78504		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 687,000.00
2. Net change by Change Orders		$ -56,100.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 643,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 630,900.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 630,900.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 599,355.00
8. CURRENT PAYMENT DUE		$ 31,545.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ .00	$ -43,700.00
Total approved this Month	$ 0.00	$ -12,400.00
TOTALS	$ 0.00	$ -56,100.00
NET CHANGES by Change Order	$	-56,100.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: June 6, 2008

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this 11th day of June

Notary Public: _____

My Commission expires: 04-01-09

JOSE GOMEZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 04-01-2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 31,545.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: June 11, 2008

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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Jun 11 2008 11:17AM VA Architecture 9566867916 p.8

AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 004
APPLICATION DATE: 06/06/2008
PERIOD TO: 06/06/2008
ARCHITECT'S PROJECT NO: 07-1002

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Insurance & Permits	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %	0.00	0.00
2	Building Pad	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00 %	0.00	0.00
3	Doors & Hardware	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00 %	0.00	0.00
4	Windows	11,500.00	11,500.00	0.00	0.00	11,500.00	100.00 %	0.00	0.00
4.1 CO#1, Item #8	Aluminum Window modification	-500.00	-500.00	0.00	0.00	-500.00	100.00 %	0.00	0.00
5	Masonry	95,000.00	95,000.00	0.00	0.00	95,000.00	100.00 %	0.00	0.00
5.1 CO#1, Item #2	Provide CMU stucco in lieu of glazed CMU @ entrance	-15,000.00	-15,000.00	0.00	0.00	-15,000.00	100.00 %	0.00	0.00
6	Ceramic Tile & Flooring	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %	0.00	0.00
6.1 CO#1, Item #4	Floor Tile Modification to owner selected	-3,000.00	-3,000.00	0.00	0.00	-3,000.00	100.00 %	0.00	0.00
6.2 CO#1, item #7	Restroom floor & wall tile to owner selected	-1,500.00	-1,500.00	0.00	0.00	-1,500.00	100.00 %	0.00	0.00
7	Millwork	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %	0.00	0.00
7.1 CO#1, Items #9-11	Delete: shelving @east wall, door & cabinet hardware @upper shelves (Rm.117); and shelving unit @Rm.119	-1,524.00	-1,524.00	0.00	0.00	-1,524.00	100.00 %	0.00	0.00
8	Steel Reinforcing	14,800.00	14,800.00	0.00	0.00	14,800.00	100.00 %	0.00	0.00
9	Plumbing	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %	0.00	0.00
9.1 CO#1, Item #5	Change specified drinking fountains	-1,600.00	-1,600.00	0.00	0.00	-1,600.00	100.00 %	0.00	0.00
10	Mechanical	84,500.00	84,500.00	0.00	0.00	84,500.00	100.00 %	0.00	0.00
11	Electrical	68,350.00	68,350.00	0.00	0.00	68,350.00	100.00 %	0.00	0.00
11.1	Add isolated ground outlet	600.00	600.00	0.00		600.00	100.00 %	0.00	0.00

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(3379217512)

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12	Concrete Works	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %	0.00	0.00
12.1 CO#1, Item #9	Delete sidewalks around building except @ entrance	-2,576.00	-2,576.00	0.00		-2,576.00	100.00 %	0.00	0.00
13	Painting	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %	0.00	0.00
14	Metal Studs, Suspended Ceiling	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00 %	0.00	0.00
15	Structural Steel	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %	0.00	0.00
15.1 CO#1, Item #3	Install galvalume room finish in lieu of color	-3,500.00	-3,500.00	0.00		-3,500.00	100.00 %	0.00	0.00
16	Landscaping	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %	0.00	0.00
16.1 CO#1, Item #1	CO#1, Item #1: Delete landscaping	-12,000.00	-12,000.00	0.00	0.00	-12,000.00	100.00 %	0.00	0.00
17	Projection Screen	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %	0.00	0.00
17.1 CO#, Item #6	Delete Projection Screens	-2,500.00	-2,500.00	0.00	0.00	-2,500.00	100.00 %	0.00	0.00
18	Allowances	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00 %	0.00	0.00
18.1	Delete unused allowances	-13,000.00	-13,000.00	0.00		-13,000.00	100.00 %	0.00	0.00
19	CRC Design Consultants	56,350.00	56,350.00	0.00	0.00	56,350.00	100.00 %	0.00	0.00
20	Change Order #1: $43,700.00{Total}	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above		Amounts listed individually above	Amounts listed individually above
21	Change Order #2: ($12,400.00){Total}	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above	Amounts listed individually above		Amounts listed individually above	Amounts listed individually above
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	$ 630,900.00	$630,900.00	$0.00	$ 0.00	$ 630,900.00	100.00 %	$ 0.00	$ 0.00

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AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
Construction of New Offices for
Hidalgo County Pct. 4, Edinburg, Tx

PROJECT NUMBER: 07-1002/
CONTRACT FOR: General Construction
CONTRACT DATE: August 15, 2007

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):
Hidalgo County
100 E. Cano, Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address):
Carlo R. Cantú dba CRC Design Consultants
2016 S. 45th Street
McAllen, Texas 7850

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

ENTIRE PROJECT

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

Reynaldo Vargas, Architect, Inc. dba V-A Architecture		June 17, 2008
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Carlo R. Cantú dba CRC Design Consultants		June 10, 2008
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 PM (time) on June 17, 2008 (date).

Hidalgo County		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ALL RESPONSIBILITIES WILL CEASE FOR THE CONTRACTOR AND COMMENCE FOR THE OWNER ON TUESDAY, JUNE 17, 2008 @ 5:00 PM.

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ATTEST:

Arturo Guajardo, Jr., Hidalgo County Clerk

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AI-9727 **17.D.1.**

Electrical Supplies
CC REGULAR

Date: 06/17/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting approval to exercise the sixty (60) day grace period extension option (as provided under current contract) with Bush Supply Company so as to have no lapse in service while the procurement process is completed C-06-118-07-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-671
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $3,421.77 as of 6/13/08.

Attachments

Link: Copy of old Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		06/13/2008 05:05 PM	PEND
2	Budget & Management	Dina Trevino	06/13/2008 08:01 AM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 03:18 PM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 03:19 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 05:05 PM	APRV

Form Started By: Mary Maldonado Started On: 06/11/2008 11:28 AM

Final Approval Date: 06/13/2008

PURCHASING DEPARTMENT
County Of Hidalgo

June 27, 2007

Mr. Alfonso Cerda
Bush Supply Co.
1924 W. Trenton Rd.
Edinburg, Texas 78539

Dear Mr. Cerda:

Please let this letter serve as an official notice of action taken by the Hidalgo County Commissioners' Court on June 25, 2007, your company was approved for an additional year on your contract for **"Electrical Materials and Supplies"**(which will expire on 07/11/2008) under the same rates, terms and conditions

Thank you in advance for your cooperation to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,

Mary A. Maldonado
Contract Manager

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUIREMENTS AGREEMENT
C-06-118-07-11

THIS AGREEMENT (the "Agreement") is entered into effective as of **July 11, 2006** by and between Border States Electric Supply of Texas, Inc. dba **Bush Supply** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **" Electrical Materials and Supplies"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one year**, and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in Buildings and Grounds projects for a period of one year from the effective date of this Agreement, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer 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.

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

d. **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 herebyconsent to personal jurisdiction in Hidalgo County, Texas.

e. **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 Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Bush Supply Co.
Attention: Mr. Alfonso Cerda
1924 W. Trenton Rd.
Edinburg, Texas 78539

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 inthe Unites States mail.

f. **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.

g. **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.

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

i. **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.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other

advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

Approved by Commissioners' Court
on 7-11-06

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

Bush Supply Company

By: _____

Printed Name: Alfonso Cerda
Title: Account Manager

Approved on Commissioners' Court July 11,2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY - BUILDING AND GROUNDS
"Electrical Materials and Supplies"
Bid No.: 06-118-05-31-jmt

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:
The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

Requirements:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.

2. Vendor will provide original equipment manufacturer (OEM) parts as requested.

3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

5. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.

7. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

Terms & Conditions:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.

2. County will seek the purchase of materials from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.

3. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

4. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo county reserves the right to procure the articles from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until:
(a) the contract expires (b) delivery acceptance of products and/or performance of services ordered, or
(c) terminated by County with thirty (30) day"s written notice prior to cancellation.

EXHIBIT "A"

SPECIFICATIONS

Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

¼ anchor bits
½" "
3/8" anchor bits
¾" "

20 amp toggle switches
15 "
20 amp gfi duplex receptacle
20 amp duplex receptacles
15 "
mc cable
20, 30, 40, 50, 60 amp 1 pole breakers snap on & bolt on
" 2 "
" " 3 "

500 mcm thhn wire
350 mcm thhn wire
300 "
250 "
#2 "
#3 "
#10 thhn wire stranded
#12 thhn wire standed and solid
#8 "
#6 "
#4 "
#1 "
120 volt photocells
100 watt light bulbs
" lamps
¼" plastic anchor kit
plaster rings
weatherproof covers 1 & 2 gang
240v 1 phase load center 30 circuit
toggle switch plates
" 2 gang "
galvanize spray
2'x4' lamp lens
2'x2' "
8", 10", 12" cable ties
extension rings
4 sq. boxes emt, pvc & cast iron
120v 1 phase load center 42 circuit
receptacle plates 1 gang
" 2 gang

EXHIBIT "A"

SPECIFICATIONS

Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

12/2 w/ground romex wire
romex connectors straight
½' emt conduit
1" emt conduit
1 ½" emt conduit
3" emt conduit
½' PVC conduit
1" pvc conduit
1 ½" pvc conduit
3" pvc conduit
4" pvc conduit
¾" galv. Conduit
2" galv. Conduit

10/2 w/ground romex wire
romex connectors angle
¾" emt conduit
1 ¼ emt conduit
2" emt conduit
4" emt conduit
¾" pvc conduit
1 ¼" pvc conduit
2" pvc conduit
3 ½" pvc conduit
½" galvanize conduit
1" galv. Conduit
1 ½" galv. Conduit

½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"emt connectors straight
" " " angle
" " " emt straps 1 hole
" " pvc straps "
" " " emt staps 2 hole
" " pvc straps "
" " emt couplings die case set screw
" " emt connectors "
" " emt couplings steel
" " emt connectors "
" " emt couplings compressing tight
" " emt connectors "
aluminum LB condulets w/cover & gasket
" " malleable iron "
" " galvanize "
" " Greenfield flrx connectors straight
" " " " angle
" " sealtight flex connectors "
" " " angle
" " sealtight
" " Greenfield

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

DESCRIPTION	PRICE
12/2 w/ground romex wire	_____
10/2 w/ground romex wire	_____
romex connectors straight	_____
romex connectors angle	_____
½' emt conduit	_____
¾" emt conduit	_____
1" emt conduit	_____
1 ¼ emt conduit	_____
1 ½" emt conduit	_____
2" emt conduit	_____
3" emt conduit	_____
4" emt conduit	_____
½' PVC conduit	_____
¾" pvc conduit	_____
1" pvc conduit	_____
1 ¼" pvc conduit	_____
1 ½" pvc conduit	_____
2" pvc conduit	_____
3" pvc conduit	_____
3 ½" pvc conduit	_____
4" pvc conduit	_____
½" galvanize conduit	_____
¾" galv. Conduit	_____
1" galv. Conduit	_____
2" galv. Conduit	_____
1 ½" galv. Conduit	_____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

EMT Connectors, straight

Size	Price
½"	_____
¾"	_____
1"	_____
1 ¼"	_____
1 ½"	_____
2"	_____
3"	_____
4"	_____

EMT Connectors angle

½"	_____
¾"	_____
1"	_____
1 ¼"	_____
1 ½"	_____
2"	_____
3"	_____
4"	_____

EMT Straps 1 hole

½"	_____
¾"	_____
1"	_____
1 ¼"	_____
1 ½"	_____
2"	_____
3"	_____
4"	_____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

PVC Straps 1 hole

½"	_____
¾"	_____
1"	_____
1 ¼"	_____
1 ½"	_____
2"	_____
3"	_____
4"	_____

EMT Straps 2 hole

½"	_____
¾"	_____
1"	_____
1 ¼"	_____
1 ½"	_____
2"	_____
3"	_____
4"	_____

PVC straps 2 hole

½"	_____
¾"	_____
1"	_____
1 ¼"	_____
1 ½"	_____
2"	_____
3"	_____
4"	_____

EXHIBIT "A"

BID FORM

Hidalgo county Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

EMT coupling die case set screw

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

EMT Couplings steel case

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

EMT Connectors steel

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

EMT Couplings compressing tight

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

EMT Connectors compressing tight

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

Aluminum LB condulet w/cover & gasket

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials ans Supplies
Bid No. 06-118-05-31-jmt

Malleable iron condulet

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

Greenfield flrx connectors straight

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

Greenfield flrx angle

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

Sealtight flex connectors "

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

Sealtight angle

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

Sealtight

½" _____
¾" _____
1" _____
1 ¼" _____
1 ½" _____
2" _____
3" _____
4" _____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

Greenfield

½" _____

¾" _____

1" _____

1 ¼" _____

1 ½" _____

2" _____

3" _____

4" _____

¼ anchor bits _____

3/8" anchor bits _____

½" " _____

¾" " _____

20 amp toggle switches _____

20 amp duplex receptacle _____

15 " switch _____

15 " receptacle _____

20 amp gfi duplex receptacle _____

mc cable _____

20 amp 1 pole breakers snap on & bolt on _____

30 amp 1 pole breakers " _____

40 amp 1 pole " " _____

50 amp 1 pole " " _____

60 amp 1 pole " " _____

20 amp 2 pole " " _____

30 amp 2 pole " " _____

40 amp 2 pole " " _____

50 amp 2 pole " " _____

60 amp 2 pole " " _____

20 amp 3 pole breakers snap on & bolt on _____

30 amp 3 pole " " " _____

40 amp 3 pole " " " _____

50 amp 3 pole " " " _____

60 amp 3 pole " " " _____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies

500 mcm thhn wire	_____
#10 thhn wire stranded	_____
350 mcm thhn wire	_____
#12 thhn wire standed and solid	_____
300 "	_____
#8 "	_____
#6 "	_____
#2 "	_____
#4 "	_____
#3 "	_____
#1 "	_____
120 volt photocells	_____
galvanize spray	_____
100 watt light bulbs	_____
2'x4' lamp lens	_____
" lamps	_____
2'x2' "	_____
¼" plastic anchor kit	_____
8" cable ties	_____
10" cable ties	_____
12" cable ties	_____
plaster rings	_____
extension rings	_____
Weatherproof covers 1 gang	_____
Weatherproof covers 2 gang	_____
EMT 4 sq. boxes pvc	_____
EMT 4 sq. boxes cast iron	_____
240v 1 phase load center 30 circuit	_____
120v 1 phase load center 42 circuit	_____
toggle switch plates	_____
receptacle plates 1 gang	_____
" 2 gang	_____

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

DESCRIPTION	PRICE
NO ~~12/2 w/ground romex wire~~	
NO ~~10/2 w/ground romex wire~~	
romex connectors straight	.25 ea.
romex connectors angle	.90 ea.
NO ~~½' emt conduit~~	
~~¾" emt conduit~~	
~~1" emt conduit~~	
~~1 ¼ emt conduit~~	
~~1 ½" emt conduit~~	
~~2" emt conduit~~	
~~3" emt conduit~~	
~~4" emt conduit~~	
~~½' PVC conduit~~	
~~¾" pvc conduit~~	
~~1" pvc conduit~~	
~~1 ¼" pvc conduit~~	
~~1 ½" pvc conduit~~	
~~2" pvc conduit~~	
~~3" pvc conduit~~	
~~3 ½" pvc conduit~~	
~~4" pvc conduit~~	
~~½" galvanize conduit~~	
~~¾" galv. Conduit~~	
~~1" galv. Conduit~~	
~~2" galv. Conduit~~	
~~1 ½" galv. Conduit~~	

EXHIBIT "B"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt

EMT Connectors, straight

Size	Price
½"	.22
¾"	.36
1"	.69
1 ¼"	1.22
1 ½"	1.68
2"	2.22
3"	6.13
4"	9.18

EMT Connectors angle

½"	NA
¾"	2.07
1"	3.66
1 ¼"	3.81
1 ½"	4.41
2"	6.49
3"	24.10
4"	38.02

EMT Straps 1 hole

½"	.06
¾"	.10
1"	.19
1 ¼"	.27
1 ½"	.44
2"	.51
3"	NA
4"	NA

AI-9730 **17.D.2.**

Replacement of existing Overhead Doors and Related materials to County Wide Shop

CC REGULAR

Date: 06/17/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

---

Information

CAPTION

Requesting authority to re-advertise and approval of modified specifications for proposed project #2008-029 for the provision of labor/materials including, but not limited to, other accessories as may be necessary/required for the "Replacement of existing Overhead Doors & Related materials to County Wide Shop".

BACKGROUND

The proposed project #2008-029-06/11-OGG received no bids as per attachment; approval of proposed request will allow us to advertise and seek other bidders.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-027-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $52,040.17 as of 6/13/08. Appropriated for use of project #2008-029 aka Overhead Doors to County wide Shop.

Attachments

Link: 08-029

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:45 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:02 AM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 10:08 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 02:33 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:46 PM	APRV

Form Started By: Oscar Garza Started On: 06/11/2008 11:49 AM

Final Approval Date: 06/13/2008

EXHIBIT "A"

Hidalgo County Buildings and Grounds -"Replacement of existing overhead doors & related materials to County Wide Shop"
RFB# 08-029-06-11-OGG

Bid Specifications

Required Specifications:
A minimum of (8) eight roll up doors with heavy duty chain hoist required with a minimum of 16 to 18 gauge metal roll up door style, base rollers and heavy-duty gauge support channels attached to the existing building structure to include but not limited to new galvanized brackets, beams fittings, boxes, screws, channels, rods, clamps, springs and any other accessories as may be needed to support the proper weight of each door to be installed.

Doors must be caulked, primed, painted to include prepping interior and exterior doors to a class- 5 finish, but not limited to any other appurtenances as may be needed to complete proposed project. Color selection will be decided by Owner Rep.

Coordination and Timeline of project:
Coordinate with Hidalgo County Buildings & Grounds staff on scheduling of project.
Shop must be secured upon demolition of existing door and/or doors.
Notice of Timeline required for coordination with Hidalgo County Safety Division, for assistance of security and safety issues.

Safety guidelines:
Must meet OSHA requirements

Disposal:
Remove and dispose a minimum of (8 eight doors, brackets, fittings, channels and any other appurtenances as may be required for proper disposal.

Installation:
Provide and install a minimum of (4) four new roll up doors complete with all necessary hardware and framing to include heavy duty chain hoist.

Reviewed and approved by: _____

ORIGINAL

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – BUILDINGS & GROUNDS	
BID OPENING DATE: JUNE 11, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "REPLACEMENT OF EXISTING OVERHEADE DOORS & RELATED MATERIALS TO COUNTY WIDE SHOP"	
BID NO: #2008-029-06-11-OGG	**PROCURMENT SPECIALIST: OSCAR GARZA**

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	No bids received.			
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				

AI-9743 **17.E.1.**

BCAP PCT #2 - NORTHSIDE VILLAGE
CC REGULAR

Date: 06/17/2008
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 for Payment #1 in the amount of $9,908.10 from J.M. Construction, contracted vendor for North Side Village Subdivision as submitted by engineer, R. Gutierrez Engineering Corporation. C-CAP-07-032-01-14

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-503-1-733 & 734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 599401 has $40,182.00 available in object 733 and $42,649.20 available in object 734, for a total available of $82,831.20 as of 6/13/08.

Attachments

Link: 9743

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:53 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:17 AM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 10:18 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 12:02 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Laura Moya Started On: 06/11/2008 03:41 PM

Final Approval Date: 06/13/2008

laura.moya

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, June 10, 2008 9:04 AM
To: martha.salazar@co.hidalgo.tx.us; Laura Moya
Cc: 'Valde'; eralio.palacios@co.hidalgo.tx.us; 'Rossana Schettino'; 'dina trevino'; Yoli Cisneros
Subject: Agenda itm Application for Payment 1 NOrthside
Attachments: Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; application for payment 1 north side village 10jun08.pdf; memo purchasing req agnd itm appl for paymt 1 northside village 10jun08.pdf

Please see attached memo and documentation

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
Valde Guerra, Commissioner's Court Executive Officer
Eralio Palacios, HCCAP Precinct Coordinator Precinct 2
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 10 June 2008

Subject: Request Approval to Pay Application for Payment No. 1 – Northside Village CSJ: 2C1080503 a 2nd Call Colonias Project.

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 17th June 2008.

Precinct 2 is requesting approval to pay Application for Payment NO.1 for the above - subject 2nd Call Colonias Project. The amount of the request is $9,908.10 as approved by the project engineer R. Gutierrez Engineering, Inc. The project contractor is J.M. Construction.

Account Number: 8-1311-431-00-122-503-1-733 & 734

Please insure that the correct contract number is included.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: J.M. Construction (CONTRACTOR)
Contract: C-CAP-07-032-01-14
Project: North Side Village
OWNER's Contract No. C-CAP-07-032-01-14 ENGINEER's Project No. ENG05.012p
For Work accomplished through the date of: 24-Apr-2008

1.	Original Contract Price:		$ 82,831.20
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 82,831.20
4.	Total completed and stored to date:		$ 11,009.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 1,100.90	
	10% of stored material:	$ -	
	Total Retainage:		$ 1,100.90
6.	Total completed and stored to date less retainage (4 minus 5):		$ 9,908.10
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ 71,822.20
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 9,908.10

Accompanying Documentation:

6.4.08 OK.

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 #1 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 14-May-08

J.M. Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of May 2008

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Notary Public
My Commission expires: 12/16/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 14-May-08

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____ P.E.

INVOICE RECEIVED BY:
_____ ON 5/28/08
GOODS/SERVICES RECEIVED BY:
_____ ON 4/24/08

AI-9746 **17.E.2.**

BCAP PCT #2 - NORTHSIDE VILLAGE
CC REGULAR

Date: 06/17/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 1 submitted by awarded conctractor JM Contruction for Northside Village #2 Subdivision C-CAP-07-032-01-14 adding 60 days construction time to the original contract time with no fiscal impact as presented by project engineer, R. Gutierrez Engineering Corporation for this Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

no fiscal impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-503-1-733 & 734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available in PO# 599401 is a total of $82,831.20 (obj. 733 has 40,182.00 and obj. 734 has 42,649.20) as of 6/13/08.

Attachments

Link: 9746

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:57 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:21 AM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 10:54 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 12:03 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Laura Moya Started On: 06/11/2008 03:45 PM

Final Approval Date: 06/13/2008

97146

laura.moya

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Friday, May 30, 2008 8:47 AM
To: martha.salazar@co.hidalgo.tx.us; Laura Moya
Cc: 'Valde'; humberto.garza@co.hidalgo.tx.us; eralio.palacios@co.hidalgo.tx.us; 'Rossana Schettino'; 'dina trevino'
Subject: Agenda item change order 1 northside village
Attachments: Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; change order 1 and concur northside village 30may08.pdf; memo purchasing req agnd itm change order 1 northside village 30may08.pdf

Please place the attached item on CC's agenda for June 10th.
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

CHANGE ORDER NUMBER ONE (1)

PROJECT: NORTHSIDE VILLAGE

DATE OF ISSUANCE: May 20, 2008 EFFECTIVE DATE: May 20, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-07-032-01-14

CONTRACTOR: JM CONSTRUCTION
3701 JADE STREET
MERCEDES, TX 78570

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDING 60 DAYS CONSTRUCTION TIME

Reason for Change Order:

1 NORTH ALAMO WATER SUPPLY WATER LINE IN CONFLICT WITH STREET CONSTRUCTION, WATER LINE WAS REPLACED AND RELOCATED BY OWNER

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 82,831.20		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 82,831.20		Contract Time prior to this Change Order Substantial Completion:	60 calendar days or dates
Net Increase (decrease) of this Change Order $ 0.00		Net increase (decrease) of this Change Order	60 calendar days
Contract Price with all approved Change Orders $ 82,831.20	Net % increase (decrease) from original contract price 0.00 %	Contract Time with all approved Change Orders Completion:	120 calendar days or dates

RECOMMENDED:
By: [signature] P.E.
(Engineer (Authorized Signature))
Date: 5/26/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: _____

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
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator Precinct 2
Eralio Palacios, HCCAP Precinct 2 Coordinator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 30th May 2008

Subject: Request Approval of Change Order 1 for 2nd Call Colonias Project -
Northside Village CSJ: (2C1080503)

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 10th June 2008.

Precinct 2 is requesting to approve Change Order 1 for the above-subject 2nd Call Colonias Project.

The change order was for an additional sixty (60) days due to the Agua Texas supply water line had to be relocated with street construction. The water line was relocated by others. The project engineer is R. Clements Engineering, Inc. and the contractor is J & J Construction. There is no additional cost to the project.

[illegible]

Please insure that the correct contract number is included.

If you have any questions, please advice.

Thanks,

AI-9744 **17.E.3.**

BCAP PCT #2 - ROADRUNNER SUBDIVISION
CC REGULAR

Date: 06/17/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 (final) in the amount of $71,270.10 and Application for Payment No 2 (Retainage) in the amount of $7,918.90 from Sascon, Inc, contracted vendor for Roadrunner No 2 Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-07-030-011-06;

B. Requesting approval of Certificate of Construction Completion submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of April 24, 2008 for Roadrunner No 2 Subdivision with contractor Sascon Inc. C-CAP-07-030-011-06

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-620-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 602728 has $79,189.00 available as of 6/13/08. Retainage included in PO available amount.

Attachments

Link: 9744

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:53 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:19 AM	APRV
3	Dale Kennan	Dale Kennan	06/13/2008 10:30 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 12:03 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Laura Moya Started On: 06/11/2008 03:42 PM

Final Approval Date: 06/13/2008

9744

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
Valde Guerra, Commissioner's Court Executive Officer
Eralio Palacios, HCCAP Precinct Coordinator Precinct 2
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 9 June 2008

Subject: Request Approval to Pay Application for Payment No. 1 (Final) and Application for Payment (Retainage) – Roadrunner Subdivision CSJ: 2C1080620 a 2nd Call Colonias Project. Certification of Completion

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 17th June 2008.

Precinct 2 is requesting approval to pay Application for Payment NO.1 (Final) and Application for Payment No2 (Retainage) for the above - subject 2nd Call Colonias Project. The amount of the request is $71,270.10.15 as approved by the project engineer R. Gutierrez Engineering, Inc. The project contractor is Sascon, Inc.

Precinct 2 is also requesting approval of the Certificate of Completion for the above-subject matter.

Account Number: 8-1311-431-00-123-620-0-733

Please insure that the correct contract number is included.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: SASCON, INC. (CONTRACTOR)
Contract: C-CAP-07-030-10-24
Project: ROADRUNNER No.2 Subdivision
OWNER's Contract No. C-CAP-07-030-10-24 ENGINEER's Project No. ENG05.012i
For Work accomplished through the date of: 25-Apr-2008

1.	Original Contract Price:		$ 79,189.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 79,189.00
4.	Total completed and stored to date:		$ 79,189.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 7,918.90	
	10% of stored material:	$ -	
	Total Retainage:		$ 7,918.90
6.	Total completed and stored to date less retainage (4 minus 5):		$ 71,270.10
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 71,270.10

Accompanying Documentation:

5 June 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 #1 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 13-May-08 SASCON, INC.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of May 2008

Oralia Ramos
Notary Public
My Commission expires: 06/14/2008

ORALIA RAMOS
Notary Public, State of Texas
My Commission Expires 06-14-2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 13-May-08 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By:

INVOICE RECEIVED BY:
Julie ON 6/5/08
GOODS/SERVICES RECEIVED BY:
Agapito Vargas ON 4/25/08

APPLICATION FOR Retainage Relase

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: SASCON, INC. (CONTRACTOR)
Contract: C-CAP-07-030-10-24
Project: ROADRUNNER No.2 Subdivision
OWNER's Contract No. C-CAP-07-030-10-24 ENGINEER's Project No. ENG05.012i
For Work accomplished through the date of: 25-Apr-2008

1.	Original Contract Price:		$ 79,189.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 79,189.00
4.	Total completed and stored to date:		$ 79,189.00
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	10% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 79,189.00
7.	Less previous Application for Payments:		$ 71,270.10
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 7,918.90**

Accompanying Documentation:

5 June 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 Retainage Relase 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 13-May-08 SASCON, INC.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of May 2008

Notary Public
My Commission expires: 06/14/2008

ORALIA RAMOS
Notary Public, State of Texas
My Commission Expires 06-14-2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 13-May-08 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 24 DAY OF April 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: May 20, 2008
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: SASCON INC..

OF THE CITY OF McAllen STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Roadrunner No.2 Subdivision

CONTRACT-NO.: CAP-07-030-10-24 located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	$79,189.00
	Present Amount of Contract	$79,189.00
	Total Amount of earned to date	$79,189.00
	Less: previous payments	$00,000.00
	Balance	$79,189.00
	Authorized deductions	$ 0.000.00
	AMOUNT OF FINAL PAYMENT	$79,189.00

6. That the final payment in the amount of $ Seventy nine thousand one hundred eighty nine dollars and cero cents ($ 79,189.00) is now due and payable.

P.E.
Engineer's Signature

CONCURRED BY:

SASCON Inc
CONTRACTOR'S NAME

BY:

TITLE:

CONCURRED BY:

Hidalgo County

AI-9778 **17.F.1.**

Pool Of Licensed Professional Counselor(s)
CC REGULAR

Date: 06/17/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-132-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;

C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr.,-Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool" .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-60-330-002-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source $7,375.00 available balance as of 06/13/08.

Attachments

Link: Participation Log
Link: Exhibit A Requirements
Link: Exhibit B Evaluation
Link: Gonzalez-Contract
Link: Flores - Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:27 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:38 AM	APRV
3	Rey Salazar	Rey Salazar	06/13/2008 04:05 PM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 04:20 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 05:05 PM	APRV

Form Started By: Vangie Garcia Started On: 06/12/2008 01:29 PM

Final Approval Date: 06/13/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **April 30, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Pool For License Professional Counselor(s)**"
RFP NO: **2008-132-04-30-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. SONIA CAMPOS EMAIL: ccst06@yahoo.com	EMAIL MAILED OUT	VANGIE Y. GARCIA	04-14-08 04-18-08	5400 S. JACKSON RD. EDINBURG, TX. 78539 (P) 956-631-9000 (F) 956-631-9013
2. ALMA CASTANEDA	MAILED OUT	VANGIE Y. GARCIA	04-18-08	1910 N. MCCOLL RD. EDINBURG, TEXAS 78539 (P) 239-3198
3. MARIA GARCIA DIAZ	MAILED OUT	VANGIE Y. GARCIA	04-18-08	5513 S. SUGAR RD. EDINBURG, TX 78539 (P) 956-782-8100
4. KIM LOAN FINN EMAIL: klreyes@utpa.edu	EMAIL MAILED OUT	VANGIE Y. GARCIA	04-14-08 04-18-08	1201 W. UNIVERSITY CENTER, STE. #109 EDINBURG, TX 78541 (P) 956-381-2574
5. JESSIE LONGORIA	MAILED OUT	VANGIE Y. GARCIA	04-18-08	5402 N. GWIN EDINBURG, TEXAS 78541 (P) 956-383-6833
6. SANDY PEREZ	MAILED OUT	VANGIE Y. GARCIA	04-18-08	515 S. SUGAR RD., APT. #14 EDINBURG, TX 78539 (P) 956-222-9588
7. JAVIER SOLIS EMAIL: b00890c@yahoo.com	EMAILED MAILED OUT	VANGIE Y. GARCIA	04-14-08 04-18-08	1615 SUMMERFIELD EDINBURG, TX 78539 (P) 956-383-4324 720-6799 683-1510
8. VELMA SCHMIDT EMAIL: vhscounsel@sbcglobal.net	EMAILED MAILED OUT	VANGIE Y. GARCIA	04-14-08 04-18-08	1411 VANCE STREET EDINBURG, TEX 78539 (P) 380-2705
9. LETICIA NERING EMAIL: letnering@yahoo.com	EMAILED MAILED OUT	VANGIE Y. GARCIA	04-18-08	5017 S. MCCOLL EDINBURG, TEXAS 78539 (P) 956-607-1732 (F) 956-994-8877
10. ADVANCED FORWARD ANNA FLORES EMAIL: annaflores1@hotmail.com	EMAILED MAILED OUT	VANGIE Y. GARCIA	04-18-08	4662 CAMBRAY DRIVE EDINBURG, TEXAS 78229 (P) 210-262-1300 (F) 210-593-4434

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"LICENSE PROFESSIONAL COUNSELOR(S)"

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish a "Pool/Roster" of "License Professional Counselor(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. LICENSE PROFESSIONAL COUNSELOR(S):
   The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. UNDERSTANDING THE SERVICES/METHODOLOGY:
   The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. COST:
   Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested, ***shall not*** exceed the statutory state rate fees. Pool/Roster for "License Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":
   The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc., in other "Juvenile Probation Counseling Services".

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"LICENSE PROFESSIONAL COUNSELOR(S)"
RFP NO: 2008-

RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**

1. LICENSE PROFESSIONAL COUNSELOR(S):

The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

30 Points _____

Comments/Rationale For Points: _____

2. UNDERSTANDING THE SERVICES/METHODOLOGY:

The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

20 Points _____

Comments/Rationale For Points: _____

3. COST:

Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested, ***shall not*** exceed the statutory state rate fees. Pool/Roster for "License Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.

20 Points _____

Comments/Rationale For Points: _____

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"

The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc., in other "Juvenile Probation Counseling Services".

30 Points _____

Comments/Rationale For Points: _____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-08-132A-06-17

THIS AGREEMENT is made on this **17th** day of **June, 2008** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (County) and AMANDO O. GONZALEZ/DBA/GONZALEZ COUNSELING SERVICES, L.P.C., (Contractor) to provide services for the Hidalgo County-Jude Mario E. Ramierz, Jr. Juvenile Justice Center,-Pool For License Professional Counselor in the manner hereinafter provided.

WITNESSETH:

WHEREAS, County desires to contract with a Licensed Professional Counselor to provide services connected with the Hidalgo County-Judge Mario E. Ramirez Jr.,- Juvenile Justice Center - Counseling Services (the "Services") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the Services enumerated hereinafter for Hidalgo County Judge Mario E. Ramirz, Jr., - Juvenile Justice Center.

NOW, THEREFORE, IN CONSIDERATION OF THE CONSIDERATION stated herein below, County and Contractor agree and covenant as follows:

1. Contractor agrees to furnish the Services, including but not limited to the following services:
   a) Individual Counseling Services;
   b) Family Counseling Services;
   c) Group Counseling Services;
   d) Initial Clinical Intake Services;
   e) Attend if requested, Juvenile Justice Court Of Law;
   f) Consultation Services

For more detailed specifications of services, requirements, see "Exhibit A" as attached hereto and incorporated herein at this point for all purposes.

2. As consideration for the provisions of the Services, Contractor shall be paid as follows:

   g) Individual Counseling Fee Per Hour - $85.00/Per Hour/Per Individual
   h) Family Counseling Fee Per Hour - $85.00/Per Hour/Per Family
   i) Group Counseling Per Hour - $28.00/Per Hour/Per Individual/Per Group
   j) Initial Clinical Intake Fee Per Hour - $135.00/Per Hour/Per Intake

k) Court Fee Cost Per Hour - $80.00/Per Hour
l) Consultation Fee Per Hour - $50.00/Per Hour

3. Contractor represents and maintains that he is a licensed professional counselor and is not an employee of Hidalgo County, or of Hidalgo County Judge Mario E. Ramirez, Jr.-Juvenile Justice Center or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Hidalgo County Judge Mario E. Ramirez, Jr., Juvenile Justice Center and/or any agency of the County

4. County and Contractor agree that either party may terminate this Agreement at any time during the period for this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least two weeks in advance of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.

5. Contractor agrees to provide liability insurance covering Contractor's activities in providing the services for county in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, Section 100.001 et seq.c Texas Civil Practice and Remedies Code and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any claims arising out of any activity conducted by Contractor in providing services under this Contract.

6. Contractor agrees to provide and maintain a license under applicable state and federal laws for Licensed Professional Counselor.

7. **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 a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amended thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. **No Waiver**. No Waiver by County 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.

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

L.P.C.,-DBA-Gonzalez Counseling Services and not otherwise.

10. **Texas Law to Apply**. This Agreement shall be construed under any 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.

11. **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 register or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addressed as may have been therefore specified by written notice delivered in accordance herewith:

Gonzalez Counseling Services	Hidalgo County
Amando O. Gonzalez	Attn: County Judge
216 E. Expressway 83, Ste. H	100 E. Cano 2nd Floor
Pharr, Texas 78577	Edinburg, Texas 78539

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

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

14. **Assignment.** This Agreement shall not be assignable by either party hereto.

15. **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 provisions or paragraph hereof.

16. **Gender and Number**. All pronouns used in this agreement shall include and other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and so often as may be appropriate.

17. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.

18. This Contract shall be for a period beginning **June 17, 2008** and ending on **June 16, 2009** with County's option to renew/extend for two (2) additional one (1) year term under the same rates, terms and conditions.

WITNESS THE HANDS OF THE PARTIES on this_____ day of _____, 2008.

HIDALGO COUNTY, TEXAS

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

CONTRACTOR:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
SERVICES, SPECIFICATIONS, AND REQUIREMENTS

SCOPE OF SERVICES:

1. Have experience in counseling intervention juvenile age population, parents, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8. Each juvenile, parent, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law;
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified critiera, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "License Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;

EXHIBIT "B"
PAYMENT SCHEDULE
(BEST AND FINAL OFFER)

1. Individual Counseling Fee Per Hour - $85.00/Per Hour/Per Individual
2. Family Counseling Fee Per Hour - $85.00/Per Hour/Per Family
3. Group Counseling Per Hour - $28.00/Per Hour/Per Individual/Per Group
4. Initial Clinical Intake Fee Per Hour - $135.00/Per Hour/Per Intake
5. Court Fee Cost Per Hour - $80.00/Per Hour
6. Consultation Fee Per Hour - $50.00/Per Hour

2nd CORRECTED/MODIFIED MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Armando Gonzalez, License Professional Counselor
Gonzalez Counseling Services

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

Date: June 11, 2008

Re: Best and Final Offer –RFP NO: 2008-132-04-30-VYG-Pool For License Professional Counselor(s)

Pursuant to "Friday's meeting date of June 6, 2008", a discussion was initiated regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Judge Mario E. Ramirez, Juvenile Justice Center's Chief Probation Officer, Israel (Buddy) Silva, discussed what the project and services entailed along with negotiations on proposals that were submitted. Please review discussed and approved details as follows:

a) Director (Mr. Silva) discussed the rules, procedures, practices, regarding the "Juvenile Program";
b) Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
c) Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
d) Discussed "License Professional Counselor's" staff;
e) Referrals on setup written plan for juveniles would be handled and assigned to "License Professional Counselor" by the director (Mr. Silva);
f) Consulting Fee must be pro-rated when calling in to consult with department;
g) Any/all documentation must be provided when submitting invoice(s) for payment;
h) On "No Shows", the department will not be financially responsible for missed appointments/no shows.
i) The negotiated and approved proposed fee schedule as follows:
    a) Individual Counseling Fee Per Hour - $85.00/Per Hour/Per Individual
    b) Family Counseling Fee Per Hour - $85.00/Per Hour/Per Family
    c) Group Counseling Fee Per Hour - $28.00/Per Hour/Per Individual/Per Group
    d) Initial Clinical Intake Fee Per Hour - $135.00/Per Hour/Per Intake
    e) Court Fee Cost Per Hour - $80 00/Per Hour
    f) Consultation Fee Per Hour - $50.00/Per Hour

Hidalgo County - Judge Mario E. Ramirez Jr. Juvenile Justice Center is requesting for consideration on the "Best and Final Offer Fee Schedule" as discussed and agreed by all parties for the proposed scope of work and services for the above-referenced project.

We request that you submit your approval on the negotiated "Best And Final Offer Fee Schedule" by 1:00 p.m., Wednesday, June 11, 2008 or sooner, in order to proceed forward.

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

Approved: X **Disapprove:** _____

Authorized Signature: _____ **Title:** Licensed Professional Counselor

Printed Name: Armando Gonzalez **Date:** 6/

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-08-132-06-17

THIS AGREEMENT is made on this **17th** day of **June, 2008** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (County) and ANNA FLORES, L.P.C., (Contractor) to provide services for the Hidalgo County-Jude Mario E. Ramierz, Jr. Juvenile Justice Center,-Pool For License Professional Counselor in the manner hereinafter provided.

WITNESSETH:

WHEREAS, County desires to contract with a Licensed Professional Counselor to provide services connected with the Hidalgo County-Judge Mario E. Ramirez Jr.,- Juvenile Justice Center - Counseling Services (the "Services") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the Services enumerated hereinafter for Hidalgo County Judge Mario E. Ramirz, Jr., - Juvenile Justice Center.

NOW, THEREFORE, IN CONSIDERATION OF THE CONSIDERATION stated herein below, County and Contractor agree and covenant as follows:

1. Contractor agrees to furnish the Services, including but not limited to the following services:
   a) Individual Counseling Services;
   b) Family Counseling Services;
   c) Group Counseling Services;
   d) Initial Clinical Intake Services;
   e) Attend if requested, Juvenile Justice Court Of Law;
   f) Consultation Services

For more detailed specifications of services, requirements, see "Exhibit A" as attached hereto and incorporated herein at this point for all purposes.

2. As consideration for the provisions of the Services, Contractor shall be paid as follows:

   g) Individual Counseling Fee Per Hour - $85.00/Per Hour/Per Individual
   h) Family Counseling Fee Per Hour - $85.00/Per Hour/Per Family
   i) Group Counseling Per Hour - $28.00/Per Hour/Per Individual/Per Group
   j) Initial Clinical Intake Fee Per Hour - $135.00/Per Hour/Per Intake
   k) Court Fee Cost Per Hour - $80.00/Per Hour

l) Consultation Fee Per Hour - $50.00/Per Hour

3. Contractor represents and maintains that she is a licensed professional counselor and is not an employee of Hidalgo County, or of Hidalgo County Judge Mario E. Ramirez, Jr.-Juvenile Justice Center or any agency thereof, and represents and warrants that she does not desire or request any fringe benefits provided to employees of County, Hidalgo County Judge Mario E. Ramirez, Jr., Juvenile Justice Center and/or any agency of the County

4. County and Contractor agree that either party may terminate this Agreement at any time during the period for this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least two weeks in advance of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.

5. Contractor agrees to provide liability insurance covering Contractor's activities in providing the services for county in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, Section 100.001 et seq.c Texas Civil Practice and Remedies Code and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any claims arising out of any activity conducted by Contractor in providing services under this Contract.

6. Contractor agrees to provide and maintain a license under applicable state and federal laws for Licensed Professional Counselor.

7. **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 a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amended thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. **No Waiver**. No Waiver by County 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.

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

10. **Texas Law to Apply**. This Agreement shall be construed under any 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.

11. **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 register or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addressed as may have been therefore specified by written notice delivered in accordance herewith:

Anna Flores, L.P.C.
4622 Cambray Drive
San Antonio, Texas 78229

Hidalgo County
Attn: County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

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

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

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WITNESS THE HANDS OF THE PARTIES on this_____ day of _____, 2008.

HIDALGO COUNTY, TEXAS

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

CONTRACTOR:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
SERVICES, SPECIFICATIONS, AND REQUIREMENTS

SCOPE OF SERVICES:

1. Have experience in counseling intervention juvenile age population, parents, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
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4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8. Each juvenile, parent, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
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18. The "License Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;

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4. Initial Clinical Intake Fee Per Hour - $135.00/Per Hour/Per Intake
5. Court Fee Cost Per Hour - $80.00/Per Hour
6. Consultation Fee Per Hour - $50.00/Per Hour

2nd CORRECTED/MODIFIED MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Anna Flores, License Professional Counselor

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

Date: June 11, 2008

Re: Best and Final Offer –RFP NO: 2008-132-04-30-VYG-Pool For License Professional Counselor(s)

Pursuant to "Friday's meeting date of June 6, 2008", a discussion was initiated regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Judge Mario E. Ramirez, Juvenile Justice Center's Chief Probation Officer, Israel (Buddy) Silva, discussed what the project and services entailed along with negotiations on proposals that were submitted. Please review discussed and approved details as follows:

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d) Discussed "License Professional Counselor's" staff;
e) Referrals on setup written plan for juveniles would be handled and assigned to "License Professional Counselor" by the director (Mr. Silva);
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Hidalgo County - Judge Mario E. Ramirez Jr. Juvenile Justice Center is requesting for consideration on the "Best and Final Offer Fee Schedule" as discussed and agreed by all parties for the proposed scope of work and services for the above-referenced project.

We request that you submit your approval on the negotiated "Best And Final Offer Fee Schedule" by 1:00 p.m., Wednesday, June 11, 2008 or sooner, in order to proceed forward.

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

Approve: X **Disapprove:** _____

Authorizod Signature: [signature] **Title:** Licensed Professional Counselor

Printed Name: Anna Flores **Date:** 06/11/08

AI-9689 **17.F.2.**

Renewal/Extension For "Hidalgo County Juvenile Justice Alternative Education Program"

CC REGULAR

Date: 06/17/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Requesting authority to exercise the option to extend/renew the first year of three (3)-one (1) year extension options as provided under the current agreement with "Southwest Key Program" for Hidalgo County Juvenile Justice Alternative Education Program, under the same rates, terms and conditions.

BACKGROUND

As per Ismael "Buddy" Silva, Chief Probation Officer-Hidalgo County Judge Mario E. Ramirez, Jr., Juvenile Justice Center-he has approved for extension/renewal.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1294-423-00-330-018-8-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

The budget for this fiscal year's extension/renewal will be setup in August, 2008, as per "Juvenile Justice Center". VG
$125,000 available balance as of 06/13/08 for payment to the Southwest Key Program.

Attachments

Link: Southwest Key Program's Response
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 11:50 AM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 11:52 AM	APRV
3	Rey Salazar	Rey Salazar	06/13/2008 10:09 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 02:02 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:24 PM	APRV

Form Started By: Vangie Garcia Started On: 06/06/2008 02:34 PM

Final Approval Date: 06/13/2008

southwest key programs

Fax

To: Ms. Vangie Garcia	From: LaRasha Smith
Fax: (956) 292-7612	Pages : 2
Phone:	Date: June 4, 2008
Re: Extension/Renewal-C-07-254-08-22	CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please see the attached.

LaRasha Smith
Office Manager/Paralegal
Southwest Key Programs, Inc.
6002 Jain Lane
Austin, Texas 78721
(512) 462-2181
(512) 462-2028 FAX

LaRasha Smith (100 : Admin)

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, June 04, 2008 2:18 PM
To: LaRasha Smith (100 : Admin)
Subject: FW: Renewal/Extension-Hidalgo County Juvenile Justice Alternative Education Program
Attachments: C-07-254-08-22 Southwest Key Program.pdf

La Rasha Smith, Office Manager/Paralegal Via: Email

~~3000 S. IH-35, Suite 410,~~
~~Austin, Texas 78704-6536~~ 6009 Jain Lane
Austin, TX 78721

Re: Extension/Renewal-C-07-254-08-22
"Hidalgo County-Juvenile Justice Alternative Education Program"
(RFP NO: 2007-254-07-25)

Dear Ms. Smith;

Commissioners' Court will take applicable action (Tuesday, June 17, 2008) in connection with the Hidalgo County Juvenile Justice Alternative Education Program's option to extend/renew **first-one year extension/renewal of three (3)-one (1) year extension options** as stated in the "Exhibit A-Requirements" of the RFP NO: 2007-254-07-25-Hidalgo County-Juvenile Justice Alternative Educational Program, under the same rates, terms and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, June 9, 2008, 11:00 a.m., via facsimile to (956) 956-292-7612 or email to: evangelina.garcia@co.hidalgo.tx.us.

By: Claudia C. Morgan Date: 6/4/08
Authorized Signature

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Buyer II
Hidalgo County Purchasing Department

xc: file

VANGIE Y. GARCIA, BUYER II
HIDALGO COUNTY PURCHASING DEPT.
2802 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000-EXTENSION 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

AGREEMENT BETWEEN

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

AND

SOUTHWEST KEY PROGRAMS, INC.

FOR THE OPERATION AND MANAGEMENT OF THE

HIDALGO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This Agreement is entered into on this 22nd day of August, 2007, and is effective as of August 1, 2007, by and between the **HIDLGO COUNTY JUVENILE PROBATION DEPARTMENT,** a department of Hidalgo County, Texas ("Department"), having its principle administrative offices at 3100 S. Hwy. 281, Edinburg, Texas 78540, and **SOUTHWEST KEY PROGRAMS, INC.** ("SWK"), a Texas non-profit corporation having its principle place of business located at 3000 South IH-35, Ste. 410, Austin, Texas 78704, for the purposes as set forth below.

WHEREAS, pursuant to Chapter 37 of the Texas Education Code, the Department is charged with the responsibility of providing a Juvenile Justice Alternative Education Program ("JJAEP") to those youth who have been expelled by one of the school districts in Hidalgo County for the offenses described in Section 37.007(a) and (d), and if applicable, under Texas Education Code §37.007(e); and also under Section 37.303 if the youth is under court supervision or if the school district makes a determination that the youth's presence in the regular class room (i) threatens the safety of other students or teachers (ii) will be detrimental to the educational process or (iii) it is not in the best interests of the school district's students; and

WHEREAS, local school districts may contract with the Department for placement of students in the JJAEP who are expelled from school for the offenses described in Texas Education Code §37.007(b), (c), (f) and (e) if not officially arrested, charged and referred to the Department under Texas law; and

WHEREAS, SWK operates the Hidalgo County Learning Center, located at 619 South International Blvd., Weslaco, Texas ("Program"), as a JJAEP in accordance with the requirements of the Texas Education Agency and the Texas Juvenile Probation Commission, as codified in Texas Administrative Code Ch. 348, as amended; and

WHEREAS, Department desires to have the JJAEP operated and managed by a professional education/juvenile management company; and

WHEREAS, Department desires that SWK undertake the operation and management of said JJAEP under the following terms and conditions;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Programs

1.1 SWK shall implement the JJAEP consistent with the Proposal submitted to the Department and perform the services required as stated in the Proposal attached hereto as Exhibit A. The parties acknowledge that the Program as set forth in Exhibit A may from time to time be modified for the success of the Program upon written agreement by the parties.

1.2 Department has reached an agreement with the Weslaco Independent School District ("Weslaco ISD") to provide breakfast and lunch to the students as set forth in the Interlocal Agreement ("Interlocal Agreement") attached hereto as Exhibit B and incorporated herein by this reference for all purposes.

2. Fees

2.1 For and in consideration of the above-mentioned services, Department agrees to pay SWK the sum of Thirty-four Thousand, One Hundred Twenty-eight and No/100 Dollars ($34,128.00) per month for zero to twenty-four (0-24) students enrolled in the Program; Forty-nine Thousand, Seven Hundred Seventy and No/100 Dollars ($49,770.00) per month for twenty-five to thirty-five (25-35) students enrolled in the Program; and an additional Eight Thousand Five Hundred Thirty-two and No/100 Dollars ($8,532.00) per month for every six (6) students in excess of thirty-five (35) students enrolled in the Program.

2.2. The rates set forth in the preceding paragraph are based on an average of 180 days per school year over a period of ten (10) months and shall continue through the termination of this contract, unless the Department asks SWK to provide additional educational programming during the summer months.

2.3 The number of students in the Program will determine the applicable monthly cost for educational services as set forth in Schedule "A" attached hereto and incorporated herein for all purposes.

2.4 In the event the number of students enrolled and attending the Program increases past a contractual threshold during a month, as defined in paragraph 2.1 above, the monthly fees for educational services shall not increase until the beginning of the following month and shall only increase for such month if the number of students remains above such contractual threshold on the first instructional day of such following month. Likewise, if the number of students decreases past a contractual threshold during a month, the monthly fee for educational services shall not decrease until the beginning of the following month and shall only decrease if the number of students remains below such contractual threshold on

the first instructional day of such following month. In either event, the fee (whether an increase or decrease) for such following month shall be the fee shown on Schedule "A" for the number of students enrolled and attending the Program as of the first instructional day of such following month.

2.5 Payment for any partial months in which services are performed under this Contract by SWK shall be only for the days services are actually provided. The payment owed shall be the applicable monthly payment multiplied by the quotient of the number of days services are performed during such month over the actual days of such month less the number of Saturdays, Sundays and legal holidays recognized by the Program.

2.6 Department has assigned a probation officer to the Program. SWK shall compensate Department for all expenses of such probation officer as so assigned including but not limited to the officer's salary, fringe benefits, travel and training. The probation officer shall be assigned to the JJAEP provided however such probation officer shall report to and be under the supervision and control of the Department for all purposes.

3. Term

3.1 The term of this Agreement shall be for one year, commencing August 1, 2007 and terminating July 31, 2008. SWK and Department shall have the option to extend this agreement for one year, for a total of three (3) 1-year extension options.

3.2 SWK understands that the term of this Agreement and any other subsequent renewal periods is dependent on funds being available from Hidalgo County. Should funds not be made available, this Agreement shall be terminated and fees will be paid for the services performed to the date in which the Agreement was terminated. Department shall give SWK reasonable notice in writing pursuant to the terms of paragraph 21 below of the anticipated loss of funding, which in no event shall be less than thirty (30) days.

4. Training

Training and staff requirements will be the responsibility of SWK, which will provide training as outlined in the Proposal attached hereto as Exhibit A.

5. Conditions

5.1 If a student in placement with SWK leaves the Program without permission, becomes seriously ill, or is involved in an accident of a serious nature, SWK shall notify Department immediately so that Department may notify the proper authorities.

5.2 Department reserves the right to terminate the student's placement with SWK at its discretion. SWK must not release a student to any person or agency other than Department without the express consent of County, which shall be confirmed in writing.

5.3 Suspected or alleged cases of child abuse must be immediately reported to the Department and to the Texas Department of Protective and Regulatory Services.

6. Examination of Program and Records

6.1 SWK agrees that it will permit Department to examine and evaluate its program of services provided under the terms of this Agreement and to review SWK student records as defined in subparagraph 6.4 herein, subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), as applicable.

6.2 SWK shall provide to the Department such descriptive information on contracted students as requested on forms to be developed jointly by the parties.

6.3 Written policies and procedures for the JJAEP shall be established by SWK and submitted to the Department for review and approval.

6.4 Information contained in student records shall be consistent with Texas Education Agency's standards and guidelines. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the Department. Release of student records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Department, subject to compliance with any and all applicable HIPAA requirements.

7. Standard for Program Operation

7.1 While the Program is under the management and control of SWK, SWK's operation of the Program will, subject to limitations beyond the control of SWK, conform to applicable federal, state, and local statutes, ordinances, and regulations, including, but not limited to statutes, regulations, and rulings of the Texas Education Agency. The Program shall be operated in accordance with the operations policies set forth in Exhibit A, subject to compliance with such statutory regulations and rulings.

7.2 SWK agrees that its policies and procedures are consistent with Chapter 348 of the Texas Administrative Code, which sets forth the TJPC standards and regulations governing the operation of JJAEP's. A true and correct copy of the TJPC standards are attached hereto as Exhibit C and are incorporated herein by this reference for all purposes.

8. Administration

SWK will appoint a Program Director or designated Lead Teacher to manage on-site the daily operation of the Program. The position shall be staffed by a professional experienced and trained in the field of juvenile justice alternative education programming.

9. Contract Monitor

Department will appoint a Contract Monitor ("Monitor") to monitor SWK's implementation of its duties and obligations under the terms of the Agreement. In addition, the Department may appoint a Compliance Board among representatives of the various school districts. The Monitor and the Compliance Board will be responsible to and report to any and all persons as may be directed by the Department. Subject to FERPA, HIPAA, and other applicable laws, the Monitor, the Compliance Board or their designated representative will have unlimited access to the Facility, Program and Student records, excluding program personnel files, as is necessary to monitor contract compliance.

10. Personnel

A representative of the Department shall be given the opportunity to review, but shall have no approval authority, the applications of all prospective employees considered by SWK for employment in the Program. SWK shall perform a background investigation on all employees, including a criminal background check, in accordance with Texas Administrative Code §348.4(d). Employee benefits, including medical insurance, life insurance, worker's compensation insurance, and other benefits will be the responsibility of SWK. The worker's compensation insurance shall be maintained by SWK at the limits statutorily required by the State of Texas. SWK shall provide the County with a waiver of subrogation as to the worker's compensation insurance.

11. Liability Insurance

11.1 SWK shall provide for the comprehensive liability coverage for all of SWK's agents, servants, employees, personnel and anyone directly or indirectly employed by SWK connected with the operation and management of the Program, and SWK shall provide further comprehensive general liability coverage to include as additional insured Hidalgo County, its agents and employees, and other agents acting in a governmental agency capacity, together with the successors and assignees of all identified persons set out herein during the term of this Agreement.

11.2 It is further agreed by and between the parties hereto that the limits of coverage for any incident or occurrence provided for in the comprehensive general liability as set out herein shall be the greater of the coverage required by law or One

Million and No/100 Dollars ($1,000,000.00), inclusive of legal fees, expenses or other costs of defense related to any claims or actions.

11.3 All insurance coverage required by this Section shall be procured and maintained with financially sound insurance rated "A" or better. The certificates of insurance shall contain a provision that the Department or its designated representative shall receive written notice at least thirty (30) days prior to the cancellation of any of the coverage provided under the policies.

12. Program Capacity

The parties agree that as of the execution date of this Agreement, the number of students of the Program is undetermined. Such number will depend on the availability of appropriate program space.

13. Student Characteristics

The Department agrees that the student population shall consist of male and female students and shall be consistent with the Memorandums of Understanding by and between the Department and each of the school districts in Hidalgo County, approving the Code of Conduct and setting forth the criteria for attendance. Copies of the Memorandums of Understanding are attached hereto as Exhibit D.

14. Equal Opportunity

Services shall be provided by SWK in compliance with the Civil Rights Act of 1964 and all other applicable laws and regulations. SWK will not discriminate against any employee, applicant for employment or client because of race, religion, color, sex, sexual orientation, national origin, age or disability. SWK will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, age or disability.

15. Officials not to Benefit

No officer, member or employee of Hidalgo, no member of its governing body, and no other public officials of the governing body of the locality or localities in which the Program is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of terms of this Agreement shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

16. Termination Without Cause

Notwithstanding anything to the contrary herein, this Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party hereto.

17. Indemnification

SWK will indemnify and hold Department harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement by SWK, its employees, directors, officers, agents or representatives. Upon written notice from the Department, SWK will resist and defend at SWK's own expense, and by counsel reasonably satisfactory to the Department, any such claim or action. SWK will carry proper insurance with the Department as an additional named insured to the extent such is reasonably available.

18. Breach, Notice and Cure

18.1 In the event of a breach of any obligation or covenant under this agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have twenty (20) days in which to cure the breach. If the breach is not cured within such period or if a good faith effort to cure the breach has not been undertaken within such period, the breaching party shall be in default and the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach.

18.2 In the event any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

19. Default and Termination with Cause

19.1 Upon the occurrence of an "event of default," the non-defaulting party may issue notice to cure in accordance with the provisions of paragraph 20 below.

19.2 The Department may terminate this Agreement immediately upon the occurrence of any of the following events:

.1 The failure of SWK to obtain or maintain any license, accreditation, right or certification required for the lawful operation of the Program, or the decision by any State department or agency to withhold, withdraw, or disqualify the Program from receiving the funds to which it would otherwise be entitled.

.2 Any conduct of SWK which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the JJAEP.

.3 The loss of SWK's license to provide the services, or the loss of or failure to provide evidence of liability insurance, as required by paragraphs 11 and 17 herein.

.4 The conviction of SWK of any crime punishable as a felony involving moral turpitude or immoral conduct.

.5 The failure of SWK to immediately bar any individual from performing services under this Agreement if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in paragraphs 19.2.1 through 19.2.4 above occurs with respect to such individual.

19.3 The Department may terminate this Agreement on the continuation of any of the following without such being corrected or cured within twenty (20) days after written notice from the Department to SWK:

.1 the dissolution of SWK or the disposition of all or substantially all of its assets;

.2 the adjudication of SWK to be bankrupt or insolvent;

.3 the failure of SWK to continuously operate the Program for the purposes contemplated by this Agreement;

.4 the breach of any other term or condition of this Agreement.

20. Prohibition of Assignment

Southwest acknowledges that the nature of the services to be rendered under this Agreement is unique and based on SWK's expertise and that as a consequence of such, SWK is prohibited from assigning duties or obligations due under the terms of this Agreement without the written consent of the Department, which consent shall not be unreasonably withheld if such is deemed in the best interest of the Program and the service providers selected are fully qualified and are in compliance with all statutes, regulations, standards, and requirements of the Department and that there is no loss of indemnification as described in paragraph 17.

21. Notice

If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Department: Chief Israel "Buddy" Silva, Jr.
Director, Hidalgo County Juvenile Department
3100 S. Hwy. 281
P.O. Box 267
Edinburg, Texas 78540-0267

To SWK: Dr. Juan J. Sánchez
Presidente/CEO
Southwest Key Programs, Inc.
3000 South IH-35, Ste. 410
Austin, TX 78704

24. Amendments and Waivers

23.1 This Agreement, Addenda and all Exhibits hereto and any instruments or agreement incorporated by reference as if set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

23.2 No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied with this Agreement.

25. Taxes and Benefits

The Department will not withhold income tax or Social Security tax on behalf of SWK or any of SWK's officers, directors, employees, subcontractors, agents or representatives. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the Department for vacation pay, sick leave, unemployment insurance, workers compensation, retirement benefits, disability benefits, or employee benefits of any kind. SWK will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

26. Incurring Financial Obligation

SWK will incur no financial obligation on behalf of the Department without prior written approval of the Department. SWK will be responsible for all personal and professional expenses, including, but not limited to membership fees, dues and expenses of attending conventions and meetings.

27. Fees to SWK

The sole source of compensation to SWK under this Agreement will be the compensation paid by the Department to SWK in accordance with the terms and provisions of Exhibit A and reimbursement applied for and received from the National School Lunch Program in accordance with paragraph 1.2 above. SWK will neither bill nor collect fees for services from students, student's parents, or legal guardians of students attending the JJAEP.

28. Miscellaneous

28.1 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

28.2 No changes to this Agreement shall be made except under written agreement of both parties. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver hereof. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

28.3 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

28.4 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

28.5 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

28.6 The execution and performance of this Agreement by the Department and SWK have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of SWK and the Department in accordance with its terms.

28.7 Notwithstanding anything to the contrary contained elsewhere herein, the Department and SWK hereby covenant and agree as follows:

.1 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.

.2 The compensation to be paid to SWK by the Department is reasonable considering the amounts charged by others in the same or similar geographic area for similar services.

SIGNED AND EXECUTED THIS 22nd day of August, 2007.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Israel "Buddy" Silva, Jr.
Director and Chief Juvenile Probation Officer

SOUTHWEST KEY PROGRAMS, INC.
A Texas Non-Profit Corporation

By: _____
Dr. Juan J. Sánchez
Presidente/CEO

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr.
332nd District Court
Juvenile Department Overseer

SCHEDULE A

No. of Students	Fees
0-24	$34,128.00
25-35	$49,770.00
36-41	$58,302.00
42-47	$66,834.00
48-53	$75,366.00
54-59	$83,898.00
60-65	$92,430.00
66-71	$100,962.00
72-77	$109,494.00
78-83	$118,026.00
84-89	$126,558.00
90-95	$135,090.00
96-101	$143,622.00
102-107	$152,154.00
108-113	$160,686.00
114-119	$169,218.00
120-125	$177,750.00

HIDALGO COUNTY JUVENILE CENTER

Juvenile Probation Department
Juvenile Detention Facility
Juvenile Boot Camp Facility
3100 S. Hwy. 281 • P.O. Box 267
Edinburg, Texas 78540-0267
(956) 381-8600 Fax (956) 383-4280

Israel "Buddy" Silva, Jr.
Director
Chief Juvenile Probation Officer

MEMO

TO: Dr. Juan Sanchez, President/CEO

FROM: Israel "Buddy" Silva, Jr., Director/Chief

DATE: September 4, 2007

SUBJECT: Operation and Management Agreement for J.J.A.E.P.

Juan, enclosed is the signed agreement for Operation and Management of the Juvenile Justice Alternative Education Program (JJAEP). Please call if you have any questions.

RECEIVED
SEP 2 0 2007
PURCHASING DEPT.

– HIDALGO COUNTY JUVENILE BOARD –
MARIO E. RAMIREZ, Jr., *Overseer*
Judge, 332nd District Court

RICARDO P. RODRIGUEZ, JR *Judge, 92nd D.C.* | RUDY DELGADO *Judge, 93rd D.C.* | J.R. "BOBBY" FLORES *Judge, 139th D.C.* | ROSE GUERRA REYNA *Judge, 206th D.C.* | JUAN D. SALINAS III *County Judge* | JUAN R. PARTIDA *Judge, 275th D.C.* | NOE GONZALEZ *Judge, 370th D. C.* | LETTY LOPEZ *Judge, 389th D.C* | AIDA SALINAS FLORES *Judge, 398th D.C.* | THOMAS P. WINGATE *Judge, 430th D.C.*

southwest key program, inc.

Corporate Office
3000 S. IH-35, Suite 410 • Austin, Texas 78704-6536

512.462.2181 • fax: 512.462.2028 • email: info@swkey.org • www.swkey.org

our mission
nuestra misión

... to advocate for children worldwide and to impact children, youth and their families by empowering them to succeed.

... abogar por los niños del mundo e impactar las vidas de niños, jóvenes, y sus familias capacitándolos para triunfar en la vida.

board of directors

Juan José Sánchez, Ed.D.
President
Austin, Texas

Ofelia de los Santos, J.D.
Vice-President/
Acting Secretary
Edinburg, Texas

Frank J. Felix, Ph.D.
Member
Phoenix, Arizona

Edward Cline
Member
Houston, Texas

Otis B. Head
Member
Lithonia, Georgia

Victor Garza
Member
Fresno, California

August 15, 2007

VIA OVERNIGHT MAIL

Chief Israel "Buddy" Silva
Hidalgo County Juvenile Probation Department
3100 S. Hwy. 281
Edinburg, TX 78539

Re: Operation and Management Agreement for the Hidalgo County JJAEP

Dear Chief Silva:

Enclosed please find two originals of the above referenced contract that has been signed by Dr. Juan Sanchez on behalf of Southwest Key Programs. Please submit both for signature and return an executed copy back to this office afterwards. Should you have any questions, please feel free to contact this office.

Sincerely,

SOUTHWEST KEY PROGRAMS, INC.

LaRasha Smith
Office Manager/Paralegal

LS/
enc.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2007

PRODUCER

Insurance One Agency, LC
[illegible]01 Embassy Oak, Suite 101
[illegible]n Antonio TX 78216

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

INSURED

Southwest Key Program, Inc.
3000 IH-35 South #410
Austin TX 78704

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia In Co	23850
INSURER B: Zenith Ins Co	13269
INSURER C: Federal Ins Co	20281
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR X Professional GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	PHPK188801	8/31/2006	8/31/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PHPK188801	8/31/2006	8/31/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	**EXCESS/UMBRELLA LIABILITY** X OCCUR [ ] CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	PHUB0696869	8/31/2006	8/31/2007	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TBD01182007	1/18/2007	8/31/2007	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C		**OTHER** Crime & Fiduciary Liability	8127-9773	8/31/2006	8/31/2007	Employee Theft Fiduciary Liab.	$3,000,000 $1,000,000

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

Certificate holder is listed as Additional Insured as required by written contract.
RE: JJAEP - 251

CERTIFICATE HOLDER

Hidalgo County Jevenile
Probation Department
3100 S. Highway 281
Edinburg TX 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Chen a. Simmi

© ACORD CORPORATION 1988

0. Colonia Access Program Pct. 3

1. Requesting authority to advertise for Road & Drainage Construction of Casa De Vecino (B.C.A.P. PROJECTS ROUND II) (Project Carried By: Javier Hinojosa Engineer)

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

P. Sheriff's Office

1. 1. Recommending award of bid and approval of contract (solicited through sealed quotes) for "Lease of Tower Space" to sole bidder meeting all specifications and/or requirements.

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

Q. Juvenile Probation

1. Presentation for discussion, consideration and ratification of action taken by "Juvenile Board Of Judges" meeting date of August 22, 2007, for the approval of the "Juvenile Justice Alternative Education Program award of contract with Southwest Key, Inc."-RFP NO: 2007-082-04-04-VYG, for the "Operation and Management Of The Hidalgo County Juvenile Justice Alternative Education Program"-FY 2007-2008 School Year.

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

2. Presentation for discussion, consideration and approval of draft requirement, qualifications, scope of services and modified/revised insurance requirements (Exhibit C) for professional medical services for Hidalgo County's project specfic RFQ:Request For Qualifications for "Chief Physician Services for Judge Mario E. Ramirez, Jr. Juvenile Justice Center"

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

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to go into Executive Session.

23. Closed Session: (SEE EXHIBIT Y)
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:

A. Real Estate Acquisition

B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project

AI-5608 **20.**

Juvenile Justice Alternative Education Program

CC REGULAR

Date: 09/25/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration and ratification of action taken by "Juv Board Of Judges" meeting date of August 22, 2007, for the approval of the "Juv Justice Alternative Education Program award of contract with Southwest Key, Inc."- NO: 2007-082-04-04-VYG, for the "Operation and Management Of The Hidalgo Cc Juvenile Justice Alternative Education Program-FY 2007-2008 School Year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 1294-423-00-330-018-8-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Juvenile Board Of Judges Agenda

Link: SOUTHWEST KEY PROGRAM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/18/2007 01:12 PM	CREATED
1	Purchasing Department	Marty Salazar	09/20/2007 04:41 PM	APRV
2	Budget & Management			NEW
3	Auditor's Office			
4	Court Administrator			

Form Started By: Vangie Garcia Started On: 09/18/2007 01:12 PM

AI-9737 **17.G.1.**

BCAP PCT #3 - HILDA SUBD/ESTER STREET
CC REGULAR

Date: 06/17/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Change Order No 1 (increase) with awarded vendor JM Construction for Hilda Subdivision/Ester Street C-CAP-07-025-11-20 for material and work adjustments in the amount of $7,812.00 as presented by project engineer, Javier Hinojosa Engineering Corporation for a Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1310-431-00-123-0-061-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/13/08 $ 7,812.00

Attachments

Link: 9737

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:50 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:03 AM	APRV
3	Erika Reyna	Erika Reyna	06/13/2008 08:52 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 12:04 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Laura Moya Started On: 06/11/2008 03:21 PM

Final Approval Date: 06/13/2008

41737

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 No.3
Valde Guerra, Commissioner's Court Executive Office
Norma Ceballos, Executive Assistant
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 30 May 2008

Subject: Agenda Item for Approval of Change Order 1 for 1st Call Colonias Project Hilda Subdivision/Ester Street (5020-061-21)

Marty, please place the above-subject matter on Commissioner's Court for Tuesday 13th June 2008.

Precinct 3 is requesting Court approval of Change Order 1 which calls for an increase of $7,812.00 for 1260 linear feet (LF) of 18" Low Profile Curb & Gutter. TXDOT has reviewed and concurred with the change order (Copy of Concurrence letter is attached).

The engineering firm for this project is Javier Hinojosa Engineering and the Contract is J.M. Construction.

Account Numbers: 8-1310-431-00-123-061-0-731.

A transfer has been submitted by Precinct 3 to cover the Change Order increase.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 27, 2008

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 East State Street
Pharr, TX 78577

Dear Mr. Vargas:

Thank you for providing a copy of Change Order #1 for Hidalgo County's 1st-call Border Colonia Access Program project 502006121, Hilda Subdivision/Ester Street. The change order calls for an increase of $7,812.00 to increase quantities for Item 529, and TxDOT concurs with the change order. I am enclosing the original copy of the change order, which you provided to me.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

CHANGE ORDER

No. 1

DATE OF ISSUANCE May 21, 2008 *EFFECTIVE DATE*

OWNER Hidalgo County Precinct No. 3
CONTRACTOR: Juan Mendoza Corporation dba J.M. Construction
Contract: Border Colonia Access Program
Project: Road & Drainage Construction for Hilda Subdivision
OWNER's Contract No. C-CAP-07-025-11-20-LRM ENGINEER's Contract No.
ENGINEER JAVIER HINOJOSA ENGINEERING

You are directed to make the following changes in the Contract Documents:

Description:

1) Increase quantities for Item 529 Hilda Subdivision – Ester Street

Reason for Change Order:

1) Reconciliation of constructed items.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price $75,926.20
Net Increase (Decrease) from previous Change Orders No. ____ to ____: $ N/A
Contract Price prior to this Change Order: $75,926.20
Net (Increase) of this Change Order: $7,812.00
Contract Price with all approved Change Orders: $83,738.20

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 120 days Ready for final payment: ____ (days or dates)
Net change from previous Change Orders No. ____ to ____: Substantial Completion: N/A Ready for final payment: ____ (days)
Contract Times prior to this Change Order: Substantial Completion: 120 days Ready for final payment: ____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: N/A Ready for final payment: ____ (days)
Contract Times with all approved Change Orders: Substantial Completion: 120 days Ready for final payment: ____ (days or dates)

RECOMMENDED:
By: _____ Engineer (Authorized Signature)
Date: 5/21/08

APPROVED:
By: _____ Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____ Contractor (Authorized Signature)
Date: 5/21/08

INVOICE RECEIVED BY:
_____ ON 5/23/08
GOODS/SERVICES RECEIVED BY:
_____ ON 5/21/08

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
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant Precinct 3
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 28th May 2008

Subject: **Request Authority to pay Payments No. 2 (Final) for a 1st Call Colonias Project – Hilda Subdivision CSJ: (5020-061-21) and Payment Request No. 2 (Final) for a 1st Call Colonias Project – La Palma CSJ: (5020-0620-21)**

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 3rd June 2008.

Precinct 3 is requesting authority to pay Applications for payment No.2. for the above-subject 1st Call Colonias Project:

Hilda Subdivision/Ester Street - $27,601.74 as recommended by project engineer, Javier Hinojosa Engineering. The project's contractor is J.M. Construction

La Palma Subdivision – $35,544.78 as recommended by project engineer, Javier Engineering. The project's contractor is J.M. Construction

Engineer's letter of recommendation is attached.

Account Number: 8-1310-431-00-123-0-061-0-731 – Hilda Subdivision
8-1310-431-00-123-0-062-0-731 – La Palma Subdivision

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

May 22, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Contract No. C-CAP-07-025-11-20
Hilda Subdivision (Ester Street)

Dear Commissioner Flores,

Attached please find Payment Request No. 2 (FINAL) for the referenced project as submitted by J.M. Construction. This invoice is for work completed for the paving improvements of Ester Street within the Hilda Subdivision. All work has been completed as per plans and specifications prepared by my office. We recommend payment of this invoice in the amount of $27,601.74. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

RECEIVED
Yolie Jackson
MAY 23 08
Hidalgo County
PRECINCT #2

S:\Office Documents\JHE2008\LETTERS-2008\PAYMENT REQUEST\HILDA SUBDIVISION\Flores-Joe-M-05-22-08.doc

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: **Hidalgo County** (OWNER)

From: **Juan Mendoza Corporation dba J.M. Construction** (CONTRACTOR)

Contract: **C-CAP-07-025-11-20**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – Hilda Subdivision/Ester Street**

OWNER'S Contract No. **C-CAP-07-025-11-20**

For Work Accomplished through the date of : **March 20, 2008**.

1. Original Contract Price:		**$75,926.20**
2. Net Change by Change Orders and Written Amendments (+):		**$ 7,812.00**
3. Current Contract Price (1 and plus 2):		**$83,738.20**
4. Total complete and stored to date:		**$83,738.20**
5. Retainage (per Agreement):		
10 % of completed Work:	**$8,373.82**	
% of stored material:	$	
Total Retainage:		**$ 8,373.82**
6. Total complete and stored to date less retainage (4 minus 5):		**$ 75,364.38**
7. Less previous Application for Payments:		**$ 47,762.64**
8. DUE THIS APPLICATION (6 MINUS 7):		**$ 27,601.74**

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through **2** inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5-22-08

By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 22nd
day of May, **2008**

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Notary Public
My Commission expires:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5/22/08

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

laura.moya

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, May 28, 2008 2:04 PM
To: martha.salazar@co.hidalgo.tx.us; Laura Moya
Cc: 'Valde'; 'dina trevino'; 'Rossana Schettino'; 'Norma Ceballos'
Subject: Agenda Item req authority to pay req 2 final for la palma and hilda subdivision
Attachments: Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing req agnd itm pay 2 final hilda and la palma sub 28may08.pdf; req for payment no 2 final hilda ester street 27may08.pdf; req for payment no2 final la palma subdvisison 28may08.pdf

Please place on cc agenda for next week.
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

AI-9742 **17.G.2.**

BCAP PCT #3 - NORTHCROSS SUBD
CC REGULAR

Date: 06/17/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Application for Payment No 1 in the amount of $42,825.15 from Asago, LLC, dba, Asago Construction, contracted vendor for North Cross Estates Subdivision submitted by engineer Hinojosa Engineer C-CAP-08-006-03-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-498-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO # 604201

Obj. Code 733 available as of 06/13/08 $ 37,425.00
Obj. Code 734 available as of 06/13/08 $ 71,041.25

Attachments

Link: 9742

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:52 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:12 AM	APRV
3	Erika Reyna	Erika Reyna	06/13/2008 10:30 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 12:04 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Laura Moya Started On: 06/11/2008 03:37 PM

Final Approval Date: 06/13/2008

4742

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
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant Precinct 3
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 5th June 2008

Subject: Request Approval to Pay Application for Payment No. 1 – North Cross Subdivision CSJ: 2C1080498 a 2nd Call Colonias Project

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 10th June 2008.

Precinct 3 is requesting approval to pay Application for Payment NO.1 for the above-subject 2nd Call Colonias Project. The amount of the request is $42,825.15 as approved by the project engineer R. Gutierrez Engineering, Inc. The project contractor is Asago Construction.

Account Number: 8-1311-431-00-123-498-1-733 & 734

Please insure that the correct contract number is included.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: CAP-08-006-03-06 LRM
Project: North Cross Estates
OWNER's Contract No. CAP-08-006-03-06 ENGINEER's Project No. 06-245
For Work accomplished through the date of: 5/31/2008

1.	Original Contract Price:		$ 108,466.25
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 108,466.25
4.	Total completed and stored to date:		$ 47,583.50
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 4,758.35	
	0% of stored material:	$ -	
	Total Retainage:		$ 4,758.35
6.	Total completed and stored to date less retainage (4 minus 5):		$ 42,825.15
7.	Less previous Application for Payments:		$ -
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 42,825.15**

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6-03-08 Asago, L.L.C., dba Asago Construction
CONTRACTOR

By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 3
day of June, 2008

Mayela G Duque
Notary Public
My Commission expires: 11/21/2009

Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6-03-08 Hinojosa Engineering Inc
ENGINEER

By:

INVOICE RECEIVED BY:
ON 6/4/08
GOODS/SERVICES RECEIVED BY:
ON 5/31/08

AI-9738 **17.G.3.**

BCAP PCT #3 - LA PALMA

CC REGULAR

Date: 06/17/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 3 (Retainage) in the amount of $7,658.54 from Juan Mendoza Corporation, dba, J.M. Construction, contracted vendor for La Palma Subdivision submitted by engineer Javier Hinojosa Engineering Inc. C-CAP-07-026-11-20;

B. Requesting approval of Certificate of Construction Completion submitted by project engineer Javier Hinojosa Engineering reflecting the completion date of May 7, 2008 for La Palma Subdivision with contractor JM Construction C-CAP-07-026-11-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1310-206-00-000-012-0-000

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

BUDGETARY IMPACT:

Funding Available as of 06/13/08.

Attachments

Link: 9738

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:51 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:06 AM	APRV
3	Erika Reyna	Erika Reyna	06/13/2008 11:44 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 12:06 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 01:39 PM	APRV

Form Started By: Laura Moya Started On: 06/11/2008 03:27 PM

Final Approval Date: 06/13/2008

9738

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
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant Precinct 3
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 28th May 2008

Subject: **Request Authority to pay Payments No. 2 (Final) for a 1st Call Colonias Project – Hilda Subdivision CSJ: (5020-061-21) and Payment Request No. 2 (Final) for a 1st Call Colonias Project – La Palma CSJ: (5020-0620-21)**

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 3rd June 2008.

Precinct 3 is requesting authority to pay Applications for payment No.2. for the above-subject 1st Call Colonias Project:

Hilda Subdivision/Ester Street - $27,601.74 as recommended by project engineer, Javier Hinojosa Engineering. The project's contractor is J.M. Construction

La Palma Subdivision – $35,544.78 as recommended by project engineer, Javier Engineering. The project's contractor is J.M. Construction

Engineer's letter of recommendation is attached.

Account Number: 8-1310-431-00-123-0-061-0-731 – Hilda Subdivision
8-1310-431-00-123-0-062-0-731 – La Palma Subdivision

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: **Hidalgo County** (OWNER)

From: **Juan Mendoza Corporation dba J.M. Construction** (CONTRACTOR)

Contract: **C-CAP-07-026-11-20**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – La Palma Subdivision**

OWNER'S Contract No. **C-CAP-07-026-11-20**

For Work Accomplished through the date of : **March 20, 2008**.

1. Original Contract Price:		**$76,585.40**
2. Net Change by Change Orders and Written Amendments (+ or -):		**$ 0.00**
3. Current Contract Price (1 and plus 2):		**$76,585.40**
4. Total complete and stored to date:		**$76,585.40**
5. Retainage (per Agreement):		
10 % of completed Work:	**$7,658.54**	
_____ % of stored material:	$_____	
Total Retainage:		**$ 7,658.54**
6. Total complete and stored to date less retainage (4 minus 5):		**$ 68,926.86**
7. Less previous Application for Payments:		$ 33,382.08
8. DUE THIS APPLICATION (6 MINUS 7):		$ 35,544.78

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 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 5-22-08

By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 22nd
day of May, **2008**

Notary Public
My Commission expires: _____

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5/22/08

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

May 22, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Contract No. C-CAP-07-026-11-20
La Palma Subdivision (Farmosa Avenue & Datil Avenue)

Dear Commissioner Flores,

Attached please find Payment Request No. 2 (FINAL) for the referenced project as submitted by J.M. Construction. This invoice is for work completed for the paving improvements of Farmosa Avenue & Datil Avenue within the La Palma Subdivision. All work has been completed as per plans and specifications prepared by my office. We recommend payment of this invoice in the amount of $35,544.78. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

RECEIVED
Yolie Jackson
MAY 23 08
Hidalgo County
PRECINCT #2

S:\Office Documents\JHE2008\LETTERS-2008\PAYMENT REQUEST\LA PALMA SUBD\Flores-Joe-M-05-22-08.doc

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

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
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant Precinct 3
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 10 June 2008

Subject: Request Approval to Pay Application for Payment No. 3 (Retainage) – La Palma Subdivision CSJ: 5020-062-21 a 1st Call Colonias Project.

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 17th June 2008.

Precinct 3 is requesting approval to pay Application for Payment NO.3 (Retainage) for the above - subject 1st Call Colonias Project. The amount of the request is $7,658.54 as approved by the project engineer Javier Hinojosa Engineering. The project contractor is J.M. Construction.

Additionally, the Precinct is also requesting approval of Certificate of Completion for the above-subject matter. The project engineer is recommending the approval.

Account Number: 8-1310-431-00-123-062-0-731

Please insure that the correct contract number is included.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

June 4, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Contract No. C-CAP-07-026-11-20
La Palma Subdivision (Farmosa Avenue & Datil Avenue)

Dear Commissioner Flores,

Attached please find Payment Request No. 3 (RETAINAGE) for the referenced project as submitted by J.M. Construction. This invoice is for work completed for the paving improvements of Farmosa Avenue & Datil Avenue within the La Palma Subdivision. All work has been completed as per plans and specifications prepared by my office. We recommend payment of this invoice in the amount of $7,658.54. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

APPLICATION FOR PAYMENT NO. 3 (RETAINAGE)

To: **Hidalgo County** (OWNER)

From: **Juan Mendoza Corporation dba J.M. Construction** (CONTRACTOR)

Contract: **C-CAP-07-026-11-20**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – La Palma Subdivision**

OWNER'S Contract No. **C-CAP-07-026-11-20**

For Work Accomplished through the date of : **May 7, 2008**.

1. Original Contract Price:	$76,585.40
2. Net Change by Change Orders and Written Amendments (+ or -):	$ 0.00
3. Current Contract Price (1 and plus 2):	$76,585.40
4. Total complete and stored to date:	$76,585.40
5. Retainage (per Agreement):	
0 % of completed Work: $	
% of stored material: $	
Total Retainage:	$ 0.00
6. Total complete and stored to date less retainage (4 minus 5):	$ 76,528.40
7. Less previous Application for Payments:	$ 68,926.86
8. DUE THIS APPLICATION (6 MINUS 7):	$ 7,658.54

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6-4-08

By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 3
day of June, **2008**

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Notary Public
My Commission expires: 3-30-2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/4/08

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON **May 7, 2008** A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: **November 20, 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 Palma Subdivision
CONTRACT # **C-CAP-07-026-11-20**
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 performance 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 inspection, as provided in said contract.

5. Amount of Original Contract : $76,585.40
   Present Amount of Contract: $76,585.40
   Total Amount of earned to date: $76,585.40
   Less: previous payments: $68,926.86
   Authorized deductions: $ 0.00
   AMOUNT OF FINAL PAYMENT: $7,658.54

6. That the final payment in the amount of **($7,658.54)** 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

laura.moya

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, June 11, 2008 10:50 AM
To: martha.salazar@co.hidalgo.tx.us; Laura Moya
Cc: 'Valde'; 'Norma Ceballos'; 'Rossana Schettino'; 'dina trevino'
Subject: agnd itm reg paymt 3 retainage and cert of compl
Attachments: Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; appl for paymt retainage la palma 10jun08.pdf; memo purchasing req agnd itm pay 3 retainage cert of compl la palma sub 11may08.pdf

See attached memo and documentation.
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

AI-9764 **17.H.1.**

Sheriff's Office-Police Administration Software-Request authority to advertise an RFP and approval of Requirements/Specifications- CC REGULAR

Date: 06/17/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to advertise Request for Proposals with approval of requirements, scope of services, and additional information for: "Hidalgo County Sheriff's Office-"Police Administration Software" -RFP (2008-005)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$35,000 available balance as of 06/13/08.

Attachments

Link: Request for Proposals

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:16 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:34 AM	APRV
3	Rey Salazar	Rey Salazar	06/13/2008 11:02 AM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 02:32 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 02:46 PM	APRV

Form Started By: Moises Salazar Started On: 06/11/2008 05:26 PM

Final Approval Date: 06/13/2008

AI-9701 **17.I.1.**

DIR Computers Purchase
CC REGULAR

Date: 06/17/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Requesting authority to purchase computer equipment and/or peripherals through our Hidalgo County membership/participation with (DIR) Department of Information Resource awarded vendor- Dell, Marketing LP DIR-SDD-192, Requisition # 133515 in the total amount of $29,640.80

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-745
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available for pending requisition # 133515 as of 6/12/08.

Attachments

Link: DIR Computers Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		06/13/2008 07:48 AM	PEND
2	Budget & Management	Dina Trevino	06/12/2008 01:23 PM	APRV
3	Dale Kennan	Dale Kennan	06/12/2008 01:51 PM	APRV
4	Auditor's Office	Arcilia Duran	06/12/2008 06:23 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 07:48 AM	APRV

Form Started By: Matilde Faz Started On: 06/09/2008 09:04 AM

Final Approval Date: 06/13/2008

Requisition
W.I.C. PROGRAM

Req # 00133515
PO #
Date: 06/02/08

Regular
9701
6/17/08

Bill To: x
x

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

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: **MGONZALEZ**
956-381-4646

Contract No:

Special Instructions:
APPROVAL FROM STATE ON JUNE 2, 2008

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
28	EACH	OPTIPLEX 755 ULTRA SMALL FORM FACTOR, CORE 2 DUO E6550/2.33 GHZ, 4M VT 1333FSB(223-1637) NTFS FILE SYSTEM FACTORY INSTALL 420-36-99 1 GB NON -ECC 667 MHZ DDR2 2X512MB, DELL OPTIPLEX 740.755/330/(311-6443) BLUE TOOTH KEY OBARD AND MOUSE BLACK ENGLISH DELL OTIPLEX (310-7987) MONITOR DELL 17 INCH ULTRASHARP 1708 FP FLAT PANEL ADN ALL IN ONE STAND, OPTIPLEX 755 ULTRA SMALL FORM FACTOR (320-5745)iNTEGRATED VIDEO , GMA3100 DELL OPTIPLEX 755 (320-5642) 80 GB SATA 3.0 GB/S AND 8 MB DATABURST CACHE, DELL OPTPLEX 755 (341-5472) NO FLOPPY DRIVE , DELL OPTPLEX 75 ULTRA SMALL FORM FACTOR (341-5472) WINDOWS XP PROFESSIONAL SERVICE PACK 2 WITH MEDIA, DELL OPTIPLEX 755 (341-3912) MOUSE INCLUDED WITH KEYBOARD PURCHASE (310-1966) vpRO SECURE ADVANCED HARDWARE ENABLED SYSTEM MANAGEMENT DELL OPTIPLEX (210-9491) DVD-ROM DRIVE 24XCD-ROM EIDE, D-MODULE, DELL OPTPLEX 755 ULTRA SMALL FORM FACTOR (313-5403) SPEAKERS NO SPEAKER , OPTPLEX (313-4825) RSOURCE CD CONTAINS DIAGONOSITICS AND DRIVERS FOR DELL OPTIPLEX 755 (310-9504) eNERGY SMART ENERGY STAR EIST FOR OPTIPLEX IF APPLICABLE (310-9504)PROSUPPORT FOR iT 7X24 TECHNICAL SUPPORT CERTIFIED IT STAFF INITAL (984-6640) SERVICE PRO SUPPORT FOR IT NEX BUSINESS DAY PARTS AND LABOR ON SITE RESPONSE INITIAL YEAR (989-1567) DELL HARDWARE LIMITED WARRANTY PLUS ONSITE SERVICE INITAIL YEAR (989-1567) PROSUPPORT 7X24 TECHNICAL SUPPORT FOR CERTIFIED IT STAFF 2 YEAR EXTENDED (984-0002) 1708 FLAT PANEL WITH HEIGHT ADJUSTABLE STAND 17.0 INCH VIS OPTIPLEX PRECISION AND LATITIUDE CU (320-5294) 3 YR LIMITED WARRANTY MONITOR ADVANCED EXCHANGE	1,058.60	29,640.80
		Account No	Encumbrance	
		8-1292-441-00-350-001-8-745	29,640.80	
		Asset #'s 48292 - 48319	Freight	.00
			Total	29,640.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

DELL

QUOTATION

QUOTE #: 434028372
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 6/10/08
Customer Name: HIDALGO COUNTY

Date: 6/10/08 8:13:05 AM

TOTAL QUOTE AMOUNT:	$29,640.80		
Product Subtotal:	$29,640.80		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 28	SYSTEM PRICE: $1,058.60	GROUP TOTAL: $29,640.80
Base Unit:	OptiPlex 755 Ultra Small Form Factor,Core 2 Duo E6550/2.33GHz,4M,VT,1333FSB (223-0637)		
Processor:	NTFS File System,Factory Install (420-3699)		
Memory:	1GB,Non-ECC,667MHz DDR2 2X512MB,Dell OptiPlex 740/755/330 (311-6443)		
Keyboard:	Bluetooth Keyboard and Mouse Black,English,Dell OptiPlex (310-7987)		
Monitor:	Dell 17 Inch UltraSharp 1708FPFlat Panel and All in One Stand,OptiPlex 755 Ultra SmallForm Factor (320-5745)		
Video Card:	Integrated Video,GMA3100,Dell OptiPlex 755 (320-5642)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 755 (341-5472)		
Floppy Disk Drive:	No Floppy Drive, Dell OptiPlex745 and 755 Ultra Small Form Factor (341-3912)		
Operating System:	Windows XP PRO SP2 with Windows Vista Business LicenseDell OptiPlex,English,Factory Install (420-6972)		
Mouse:	Mouse Included with Keyboard purchase (310-1866)		
TBU:	vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (310-9491)		
CD-ROM or DVD-ROM Drive:	24X CD-ROM,EIDE,D-Module,Dell OptiPlex 755 Ultra Small Form Factor (313-5403)		
Speakers:	No Speaker, OptiPlex (313-4825)		
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex Systems (313-7168)		
Bundled Software:	You have chosen a vPro System (310-6480)		
Factory Installed Software:	Energy Smart,Energy Star,EIST for OptiPlex (if applicable) (310-9504)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6540)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (986-5930)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-1567)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (986-0482)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-31 (989-3449)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Shipping Material for System Trinity Ultra Small Form Factor,Dell OptiPlex (310-9333)		
Misc:	WINDOWS XP STICKER, OPTI/PWS/LAT/NSP/DIM (486-2909)		

	Vista Premium Downgrade Relationship Desktop (310-9161)
	Keep Your Hard Drive, 3 Year (984-0092)

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

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

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

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

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

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

AI-9726 **17.I.2.**

"Leveling and Roof Repairs to McAllen and Progreso WIC Clinics"
CC REGULAR

Date: 06/17/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Presentation discussion, consideration and approval to award the bid to the lowest responsible bidder meeting all specifications and/or requirements for the "Leveling of Structures and Roof Repairs to McAllen and Progreso WIC Clinic Buildings"-project #2008-118-05-28-OGG.

BACKGROUND

Adelco Enterprises was the lowest bidder with an amount of $24,375.00. Proposed project is to include leveling and roof repairs but not limited to any other accessories as identified and made part of on Addendum #1 at walk thru held on May 18, 2008 for proposed project as approved by Texas Department of State Health Services.

Attached is a copy of Addendum #1 identifying additional items to be included for proposed project. Funding for proposed project has been reviewed by our PO administrator and confirmed to be available for funding under acct #8-1292-441-00-350-001-8-431.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Acct. # 8-1292-441-00-350-001-8-431 as provided by WIC for use of proposed project #2008-118-05-28-OGG.

Attachments

Link: 08-118

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 05:44 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:00 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/13/2008 05:44 PM	APRV

Form Started By: Oscar Garza Started On: 06/11/2008 10:46 AM

Final Approval Date: 06/13/2008

Oscar Garza

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Tuesday, June 10, 2008 11:43 AM
To: oscarg.garza@co.hidalgo.tx.us
Subject: Fw: Approval from State

Mr. Garza, wanted to know if you got the first email that I submitted last week? I'm resending you the email again. Please place on C.C. court to award bid to Adelco Enterprises.

Margarita Gonzalez, Admin.Technician II
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646
(956)381-0017 Fax

-----Original Message-----
From: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
Sent 6/6/2008 12:24:06 PM
To: oscarg.garza@hidalgo.tx.us
Subject: Approval from State

Mr. Garza, We got the approval from State to award bid to Adelco Endterprises for the repair of both modular buildings . I'm sending you a copy of the letter.

ACCOUNT # 8.1292.441.00.350.001.8.431

Margarita Gonzalez, Admin.Technician II
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646
(956)381-0017 Fax

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
www.dshs.state.tx.us
TDD (512) 458-7708

June 9, 2008

Norma L. Longoria, WIC Director
LA#12, Hidalgo County Health and Human Services Department
WIC Administrative Office
3105 West University Drive
Edinburg, Texas 78539

Dear Ms. Longoria:

Approval is granted for the Hidalgo County Health and Human Services Department, WIC Local Agency #12, to repair the roof, repaint, and re-level, and stabilize the building at the McAllen WIC Clinic and the Progreso WIC Clinic. Bids were obtained and Adelco Enterprises, McAllen, Texas submitted the lowest bid. The total cost should not exceed $24,375.00.

This approval is granted with the stipulation that sufficient administrative funds are available. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

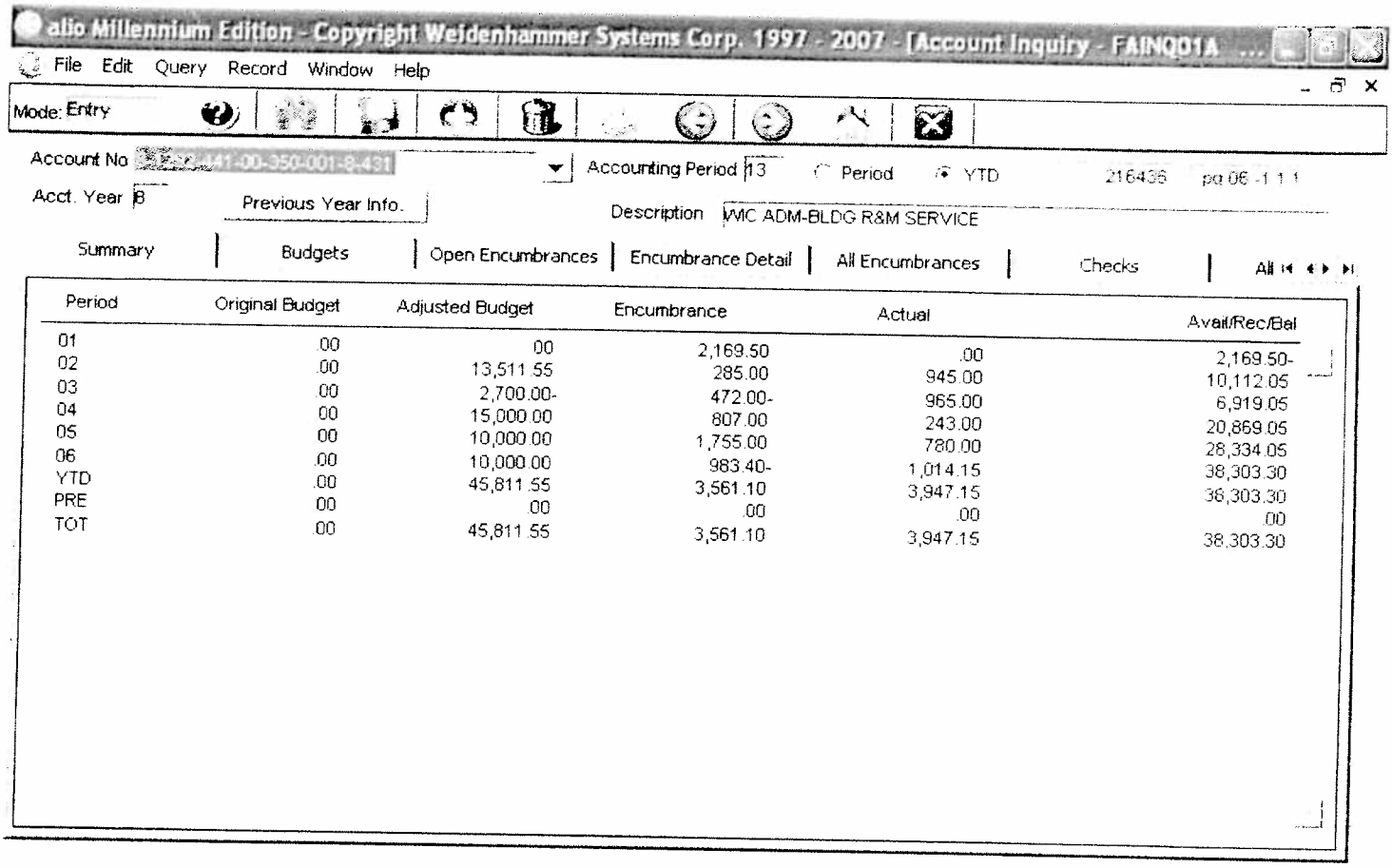
If you have any questions or require additional information, please contact Bobby Jones, Contract Development and Support Branch, at (512) 458-7111 extension 3785.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

BJ

An Equal Employment Opportunity Employer and Provider



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	2,169.50	.00	2,169.50-
02	.00	13,511.55	285.00	945.00	10,112.05
03	.00	2,700.00-	472.00-	965.00	6,919.05
04	.00	15,000.00	807.00	243.00	20,869.05
05	.00	10,000.00	1,755.00	780.00	28,334.05
06	.00	10,000.00	983.40-	1,014.15	38,303.30
YTD	.00	45,811.55	3,561.10	3,947.15	38,303.30
PRE	.00	.00	.00	.00	.00
TOT	.00	45,811.55	3,561.10	3,947.15	38,303.30

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – WIC NUTRITION PROGRAM

BID OPENING DATE: MAY 28,2008 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "LEVELING AND ROOF REPAIRS FOR MC ALLEN AND PROGRESO WIC CLINICS"

BID NO: 2008-118-05-28-OGG | PROCURMENT SPECIALIST: OSCAR GARZA

BID # RFB#	NAME OF COMPANY	~~UNIT PRICE~~ Addendum #1	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	CAS COMPANY Stafford TEXAS	Received	$ 29,720.00 =	
#2	Adelco Enterprises McA Tx.	Received	$ 24,375.00 =	
#3				
#4				
#5				
#6				
#7				
#8				
#9				

PURCHASING DEPARTMENT
County Of Hidalgo

May 19, 2008

RE: ADDENDUM NO.1
FOR RFB No.:2008-118-05-28-OGG
"Leveling and Roof Repairs to McAllen WIC Clinic located at 300 E. Hackberry McAllen and to Progreso WIC Clinic" located 5 miles so. Bus. 83 on fm 1015

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – WIC NUTRITION PROGRAM**-request for proposal for **"LEVELING AND ROOF REPAIRS TO MCALLEN AND PROGRESO WIC CLINIC" MCALLEN CLINIC LOCATED AT 300 E. HACKBERRY AND PROGRESO CLINIC LOCATED 5 MILES SO. BUS. 83 ON FM 1015.**

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Wednesday, May 21, 2008 at 8:30 A.M. via fax to (956) 292-7612 or via e-mail oscarg.garza@co.hidalgo.tx.us

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

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY – WIC NUTRITION PROGRAM**-request for proposal for **"LEVELING AND ROOF REPAIRS TO MCALLEN AND PROGRESO WIC CLINIC" MCALLEN CLINIC LOCATED AT 300 E. HACKBERRY AND PROGRESO CLINIC LOCATED 5 MILES SO. BUS. 83 ON FM 1015.**

Thank you for your prompt attention to this matter.

Martha L. Salazar RW

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/sma
Enclosures

2802 So Bus. Hwy 281

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

May 19, 2008

HIDALGO COUNTY – WIC NUTRITION PROGRAM-request for bidsl for "LEVELING AND ROOF REPAIRS TO MCALLEN AND PROGRESO WIC CLINIC" MCALLEN CLINIC LOCATED AT 300 E. HACKBERRY AND PROGRESO CLINIC LOCATED 5 MILES SO. BUS. 83 ON FM 1015.

RFB No.: 2008-118-05-28-OGG

Proposed Bid Opening Date: May 28, 2008

As per questions and answers posed at the Walk Thru held on May 19, 2008, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project #2008-118-05-28-OGG that the following changes be made a part of your bid packet.

1. McAllen Clinic located at 300 E. Hackberry;

   Exterior:

   Item #1; bid is to include 20% for under pinning for entire unit

   Item #2; Redo entire Ramp to ADA Specifications, ramp will be facing east from door entrance

   Roof:

   Item #9; replace entire roof decking with new

2. Progreso Clinic located 5 miles so. Bus Hwy 83

   Exterior:

   Item #1 replace complete under pinning.

   Flooring:

   Item#1; eliminate VCT tile to hallway area, provide ONLY for Bathroom located on north side ONLY.

All RFB sealed envelopes shall be identified with the correct project No. **RFB: 2008-118-05-28-OGG**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, May 19, 2008 RFB-2008-118-05-28-0GG - ""**LEVELING AND ROOF REPAIRS TO MCALLEN AND PROGRESO WIC CLINIC" MCALLEN CLINIC LOCATED AT 300 E. HACKBERRY AND PROGRESO CLINIC LOCATED 5 MILES SO. BUS. 83 ON FM 1015**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

2802 S Bus. Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-9735 **18.A.**

Interdepartment Transfer
CC REGULAR

Date: 06/17/2008
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Information

CAPTION

Sheriff's Department:
1. Approval of 2008 Interdepartmental transfer from Computer Department - Computer Services to Sheriff-Computer Services (1100) in the amount of $28,271.75

2. Approval of 2008 Interdepartmental transfer from Computer Department - Equipment R&M Services to Sheriff-Equipment R&M Services (1100) in the amount of $886.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-2X0-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-200-002-0-336-->8-1100-421-00-280-001-0-336 $28,271.75; Available balance as of 06/13/2008 $94,922.22.

8-1100-415-00-200-002-0-432-->8-1100-421-00-280-001-0-432 $886.00; Available balance as of 6/13/2008 $31,330.18.

Attachments

Link: Sheriff

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/11/2008 03:46 PM	APRV
2	Andres Castro	Andres Castro	06/13/2008 09:31 AM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 02:11 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Edna Kirby Started On: 06/11/2008 02:46 PM

Final Approval Date: 06/13/2008

DATE: **June 17, 2008**

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology

ACCOUNT NUMBER: **8-1100-421-00-280-001-0- 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		
8-1100-415-00-200-002-0-336	**COMPUTER DEPT - COMPUTER SERVICES**	**(28,271.75)**
TO		
8-1100-421-00-280-001-0-336	**SHERIFF - COMPUTER SERVICES**	**28,271.75**
FROM		
8-1100-415-00-200-002-0-432	**COMPUTER DEPT - EQUIP R&M SERVICES**	**(886.00)**
TO		
8-1100-421-00-280-001-0-432	**SHERIFF - EQUIP R&M SERVICES**	**886.00**

TOTAL BUDGET INCREASE (DECREASE) **0.00**

REASON:

Department will cover Motorola, Metropolis, I2 Analyst Notebook Support

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-9770 **18.B.**

Interdepartmental Transfer for Elections
CC REGULAR

Date: 06/17/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Elections Department:
Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to Elections Department (1100) in the amount of $5,500.00.

BACKGROUND

Transfer needed to cover negatives.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-414-00-130-001-0-121 $5,000.00
Funds available as of 06/12/08

8-1100-415-00-115-002-0-899 --> 8-1100-414-00-130-001-0-260 $500.00
Funds available as of 06/12/08

Attachments

Link: Interdept. Transfer for Elections

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 11:58 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/12/2008 02:12 PM	APRV
3	Auditor's Office	Arcilia Duran	06/12/2008 03:18 PM	APRV
4	Purchasing Department	Marty Salazar	06/12/2008 06:18 PM	APRV
5	Court Administrator	Angela Garcia	06/13/2008 07:48 AM	APRV

Form Started By: Veronica Lopez Started On: 06/12/2008 09:35 AM

Final Approval Date: 06/13/2008

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Elections Department

ACCOUNT NUMBER: 8-1100-41X-00-1XX-00X-0-XXX

2008
Transfer
AI- 9770

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 Adm- Contingency	(5,500.00)
TO		
8-1100-414-00-130-001-0- 121	Elections Dept- Temp F/T Employees	5,000.00
8-1100-414-00-130-001-0- 260	Elections Dept- Workers Comp	500.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to Elections Department- Temp F/T Employee and Workers Comp. to cover negative balance.

Approved by

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-9774 **18.C.**

Pct. 1 R & B interdept transfer (fund 1201)
CC REGULAR

Date: 06/17/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 1 R & B (fund 1201):
Approval of 2008 interdepartmental transfer from Pct. 1 P/U Rd (program no. 005) to Pct. 1 Rd. Admin. (program no. 004) in the amount of $4,500.00.

BACKGROUND

To fund computer support services for ACT Software for Pct. 1, object code 336 program no. 004. A memo dated 6-12-08 was sent by Noe Montez from Pct 1 to DBM making transfer request.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1201-431-00-121-005-0-890 --> 8-1201-431-00-121-004-0-336 $4,500.00; Available Balance as of 6-12-08 $41,086.78.

Attachments

Link: Pct. 1 R & B transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/12/2008 11:06 AM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 11:56 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/12/2008 01:42 PM	APRV
4	Auditor's Office	Arcilia Duran	06/12/2008 03:15 PM	APRV
5	Purchasing Department	Marty Salazar	06/12/2008 06:18 PM	APRV
6	Court Administrator	Angela Garcia	06/13/2008 07:48 AM	APRV

Form Started By: Ivan Cantu Started On: 06/12/2008 10:56 AM

Final Approval Date: 06/13/2008

DATE: June 10, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 R & B

ACCOUNT NUMBER: 8-1201-431-00-121-00X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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			
8-1201-431-00-121-005-0- 890	Pct. 1 P/U Rd.-	Other	(4,500.00)
TO			
8-1201-431-00-121-004-0- 336	Pct. 1 Rd. Admin.-	Computer Services	4,500.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund computer support services for ACT Software.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-9777 **18.D.**

Interdepartmental Transfer & Appropriations
CC REGULAR

Date: 06/17/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct #3:
1. Approval of 2008 interdepartmental transfer from Countywide Administration-Contingency (1100) to Precinct #3-Sanitation (1100) in the amount of $ 58,595.09.
2. Approval of 2008 appropriation of funds for Precinct #3-Parks (1213) in the amount of $42,070.45.
3. Approval of 2008 appropriation of funds for Precinct #3-P/U RD (1203) in the amount of $19,341.69.

BACKGROUND

Positions approved by CC on 6/10/08 AI#9583.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899
Available balance as of 06/12/08 $ 955,584.97.

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

BUDGETARY IMPACT:

Fund 1213
$ 409,094.00 Available for appropriation

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

BUDGETARY IMPACT:

Fund 1203
$389,691.14 Available for appropriation

Attachments

Link: P-U BA

Link: Interdepartmental

Link: ba

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 01:48 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/12/2008 03:33 PM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 02:34 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Erika Reyna — Started On: 06/12/2008 11:49 AM

Final Approval Date: 06/13/2008

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. #3 P/U Rds

ACCOUNT NUMBER: 8-1203-431-00-123-005-0-XXX

Contact Person: Erika G. Reyna **Ph#:** (956) 292-7025 Ext. 5414

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 ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1203-431-00-123-005-0-121	PCT 3 P/U RD - TEMP F/T EMPL	17,814.96
8-1203-431-00-123-005-0-220	PCT 3 P/U RD - FICA	1,362.84
8-1203-431-00-123-005-0-250	PCT 3 P/U RD - UNEMPLOYMENT COMP	89.07
8-1203-431-00-123-005-0-260	PCT 3 P/U RD - WORKER'S COMP	74.82
TOTAL BUDGET INCREASE (DECREASE)		$ 19,341.69

REASON: Pct. #3 P/U Rd requested authorizatio to create two (2) temporary full-time Office Clerk Positions (slot no.'s 123-005-T0065, -T0066) at $8.50 per hour. Approved by CC on 06/10/08 (AI 9583).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: **June 12, 2008**

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **Dept. of Budget and Mgmt. for Pct. #3 Sanitation**

ACCOUNT NUMBER: **8-1100-4XX-00-1XX-00X-0-XXX**

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
8-1100-415-00-115-002-0-899	COUNTYWIDE ADM - CONTINGENCY	(58,595.09)
TO		
8-1100-432-00-123-001-0-113	PRECINCT #3 SANITATION - F/T EMPLOYEE	40,639.33
8-1100-432-00-123-001-0-211	PRECINCT #3 SANITATION - HEALTH INSURANCE	7,008.87
8-1100-432-00-123-001-0-212	PRECINCT #3 SANITATION - LIFE INSURANCE	55.55
8-1100-432-00-123-001-0-220	PRECINCT #3 SANITATION - FICA	3,108.91
8-1100-432-00-123-001-0-230	PRECINCT #3 SANITATION - RETIREMENT	3,568.13
8-1100-432-00-123-001-0-250	PRECINCT #3 SANITATION - UNEMPLOYMENT COMP	203.20
8-1100-432-00-123-001-0-260	PRECINCT #3 SANITATION - WORKER'S COMP	4,011.10
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Precinct #3 Sanitation requested approval to create three (3) Truck Driver III permanent full time positions, slot no.'s 123-001-0022, -0023, -0024 budgeted at $24,144.00 each per year (AI 9583 - CC approval on 06/10/08).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. #3 Parks

ACCOUNT NUMBER: 8-1213-452-00-123-008-0-XXX

Contact Person: Erika G. Reyna **Ph#:** (956) 292-7025 Ext. 5414

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 ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1213-452-00-123-008-0-113	PCT 3 PARKS - F/T EMPL	30,342.60
8-1213-452-00-123-008-0-211	PCT 3 PARKS - HEALTH INSURANCE	4,672.58
8-1213-452-00-123-008-0-212	PCT 3 PARKS - LIFE INSURANCE	37.03
8-1213-452-00-123-008-0-220	PCT 3 PARKS - FICA	2,321.21
8-1213-452-00-123-008-0-230	PCT 3 PARKS - RETIREMENT	2,664.08
8-1213-452-00-123-008-0-250	PCT 3 PARKS - UNEMPLOYMENT COMP	151.71
8-1213-452-00-123-008-0-260	PCT 3 PARKS - WORKER'S COMP	1,881.24
	TOTAL BUDGET INCREASE (DECREASE)	$ 42,070.45

REASON: Pct. #3 Parks requested authorizatio to create two (2) permanent full-time Maintenance III Positions (slot no.'s 123-008-0014, -0015) at $ 27,040.00 each per year. Approved by CC on 06/10/08 (AI 9583).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-9780 **18.E.**

SIB Loan Agreement
CC REGULAR

Date: 06/17/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Pct. 1 & 2:
1. Discussion, consideration, and approval of State Infrastructure Bank (SIB) Loan Agreement between the State of Texas and Hidalgo County for pre-construction cost for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road in the amount of $911,009.00.
2. Authority for County Judge to sign the required documents: SIB Loan Agreement, Funding Disbursement Letter.
3. Approval and authorization for County Treasurer to establish the necessary accounts with Hidalgo County's depository bank as set forth in the SIB Loan Agreement.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Co. Treasuer will establish Debt Service Fund Accts to pay for the loan and acct for costs.

Breakdown: Mile 2 W. Rd. $127,495.50
Mile 6 W. Rd. $423,513.50
Nolana Loop $260,000.00
S. McColl Rd. $100,000.00
Total $911,009.00

Loan period is for 10 years @4% per year interest rate; start date of loan is 7-1-08. 1 payment made per year; annual loan payment $112,319.16.
Please refer to Exhibit C "Amortization Schedule" of SIB loan agreement and Funding Breakdown schedule.

Attachments

Link: SIB Loan funding
Link: SIB Loan Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 02:44 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/13/2008 07:41 AM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 03:05 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Sergio Cruz

Started On: 06/12/2008 01:34 PM

Final Approval Date: 06/13/2008

Department of Budget & Management
Strategic Planning Section

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7035 • www.co.hidalgo.tx.us/budget

SIB Loan Number S2008-003-06
Funding Breakdown

Mile 2 West Road		**$127,495.50**
Mile 6 West Road		**423,513.50**
Nolana Loop		**260,000.00**
South McColl Road		**100,000.00**
	Total	**$911,009.00**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK (SIB)
LOAN AGREEMENT

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and Hidalgo County, hereinafter called the "County", a political subdivision of the State of Texas authorized by law to construct, maintain, or finance a highway improvement project, and acting herein by and through its County Commissioner's Court.

W I T N E S S E T H

WHEREAS, Section 350 of the National Highway System Designation Act of 1995 (Public Law No. 104-59) authorizes states to establish a State Infrastructure Bank ("SIB") for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce State costs; and

WHEREAS, pursuant to this legislation, Transportation Code, Chapter 222, Subchapter D, created a SIB within the Texas Department of Transportation (TxDOT); and

WHEREAS, pursuant to that subchapter, the Texas Transportation Commission has adopted administrative rules implementing the subchapter and establishing eligibility criteria for an entity applying for financial assistance from the SIB, codified as Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6; and

WHEREAS, in accordance with 43 TAC §6.23, the County has submitted an application to borrow NINE HUNDRED ELEVEN THOUSAND, NINE DOLLARS AND NO CENTS ($911,009.00) from the SIB to pay for pre-construction costs for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road (the "Projects"); and

WHEREAS, the planned Projects include pre-construction costs for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road. The Projects are not on the state highway system but are eligible for federal-aid financing, and are included in the Statewide Transportation Improvement Program; and

WHEREAS, in accordance with 43 TAC §6.32(d)(1), a study of the social, economical, and environmental impact of the Project, consistent with the National Environmental Policy Act (42 U.S.C. §4321 et seq.), and Title 23, U.S.C. §109(h); and in compliance with the requirements of the department's environmental rules as stated in Chapter 2, Subchapter C of 43 TAC, will be conducted as part of the department's environmental assessment of the Projects. The Projects will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts; and

WHEREAS, in accordance with 43 TAC §6.32(e), the Texas Department of Transportation has reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC, Chapter 6; and

WHEREAS, the County Commissioner's Court, passed a County Commissioner's Court Resolution dated January 9, 2007, attached hereto and made a part of this financial assistance agreement as Exhibit A. The County Commissioner's Court Resolution authorizes the County to enter into a financial assistance agreement with the State for a loan in the amount of NINE HUNDRED ELEVEN THOUSAND, NINE DOLLARS AND NO CENTS ($911,009.00) to finance the cost of pre-construction costs for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 111373, dated May 29, 2008, attached hereto and made a part of this financial assistance agreement as Exhibit B, granted final approval of an application from the County to borrow NINE HUNDRED ELEVEN THOUSAND, NINE DOLLARS AND NO CENTS ($911,009.00) from the SIB. The State resolution authorized the Executive Director of the Texas Department of Transportation to enter into a financial assistance agreement with the County for the proposed pre-construction costs for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, to be kept and performed by all parties as hereinafter set forth, the State and the County do hereby mutually agree as follows:

A G R E E M E N T

Article 1. Definitions

When used herein, the following words and phrases shall have the meanings set forth below:

“Annual Expenditure Report” shall mean a report listing actual expenditures of SIB loan proceeds including the date of payment of the expenditure, the vendor name, a short description of services or products delivered, and the amount of the expenditure. The report shall also contain the beginning and ending balance of loan proceeds in the SIB loan Project Account. This report shall be submitted annually on the Payment Date until all loan proceeds have been spent and reported.

“Pledged Revenues” shall mean the County ad valorem tax revenues.

Article 2. Financial Assistance

A. The State will lend the County the amount of NINE HUNDRED ELEVEN THOUSAND, NINE DOLLARS AND NO CENTS ($911,009.00) to finance the actual project cost of pre-construction costs for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road, within the limits of the County as described in Article 3 of this Agreement. After final execution of this Agreement and within thirty (30) days of a written notification by the County to the State to transfer the SIB funds, the State will transfer the amount of NINE HUNDRED ELEVEN THOUSAND, NINE DOLLARS AND NO CENTS ($911,009.00) from the SIB to the County for deposit in the County's depository bank, First National Bank of Edinburg, Texas, into a Project Account to fund

the necessary Project funding costs as described in this Agreement. The Project Account shall be secured by the County pursuant to its depository agreement. The depository bank shall not commingle funds in the Project Account with any other funds held by the bank. If, during the course of this Agreement, the County changes its depository bank, the County shall cause the transfer of any remaining loan proceeds into an equivalent account in the new depository bank, subject to the same security and fund segregation requirements prescribed in this paragraph. The date the loan proceeds are deposited into the Project Account is hereinafter referred to as the "Deposit Date." The State will give notice to the County of the Deposit Date.

B. The amounts payable by the County under this Agreement are a special obligation of the County and shall be secured by and payable from a lien on and pledge of the Pledged Revenues. The Pledged Revenues are further pledged to the establishment and maintenance of the Debt Service Fund as hereinafter provided. Obligations under this Agreement are and will be secured by and payable only from the Pledged Revenues and are not secured by or payable from a mortgage or deed of trust on any real, personal or mixed properties constituting the Projects under this Agreement. Neither the State of Texas, nor any political corporation, subdivision, nor agency of the state of Texas, nor any member of the County Commissioner's Court of the County, either individually or collectively, shall be obligated to pay the principal of or the interest on the amounts payable under this Agreement.

C. The County hereby covenants and agrees that the loan will be secured by the ad valorem tax revenues to guarantee repayment of the financial assistance to the SIB, and that the State has a contractual right to and pledge of such revenue to guarantee repayment. The financial assistance is to be repaid over a period of ten (10) years at 4.00% interest per annum. Interest on the original amount of the loan shall accrue from the Deposit Date at the rate of 4.00% simple interest per annum, and, if not paid, shall compound at the rate of 4.00% per annum annually on the Deposit Date of each succeeding year. The compounded outstanding balance from time to time of the loan is hereinafter referred to as the "Outstanding Balance". Payment of the principal and interest on the Outstanding Balance of the loan shall commence one year from the Deposit Date, hereinafter referred to as the "Initial Payment Date". Principal and interest on the loan shall continue with payments being made on each succeeding year on the Initial Payment Date (each “Payment Date”), thereafter for nine (9) annual installments until the final Payment Date of the tenth (10^{th}) year after the Deposit Date (such date being referred to as the “Maturity Date”) when the Outstanding Balance shall be due and payable.

D. Funds from the Project Account shall only be drawn upon by the County to pay costs related to the project funding costs as described in this Agreement. All work performed in connection with the Projects shall be in accordance with all applicable policies of the State. All draws from the Project Account for costs related to the proposed Projects shall be in accordance with a requisition prepared by and/or approved by the County, and all such requisitions, and project costs shall be subject to the review and approval of the State.

E. The State will prepare and make a part of this financial assistance agreement as an attachment, Exhibit C, a principal and interest repayment schedule for the loan. Exhibit C is based upon the Deposit Date determined pursuant to Paragraph A of this Article, the Initial Payment Date, and the annual Payment Dates in each succeeding year as

described in Article 2, Paragraph C. The principal and interest repayment schedule shall provide for payment of the loan amount of NINE HUNDRED ELEVEN THOUSAND, NINE DOLLARS AND NO CENTS ($911,009.00) over a ten (10) year repayment period, and is subject to revision pursuant to the terms and conditions of this Agreement. The County shall make payments in accordance with the principal and interest repayment schedule attached herein as Exhibit C.

F. The County shall establish in its depository bank a SIB Loan Debt Service Account. Pledged Revenue of the County as described in Article 1 shall be deposited into this account by the County prior to each annual loan Payment Date. The County shall make one or more deposits to the credit of the SIB Loan Debt Service Account during this twelve month period until the balance of such account equals the "Annual Loan Payment" as determined by the principal and interest schedule attached herein as Exhibit C. On or before the Initial Payment Date as established in this Agreement and on or before each succeeding Payment Date thereafter, through the Maturity Date, the County shall cause its depository bank to transfer to the State the applicable Annual Loan Payment as set forth in the attached Exhibit C.

   i. Tax Levy Procedure. If in Article 1 of this Agreement, the County has pledged ad valorem taxes to secure and guarantee repayment of the financial assistance to the SIB, then during each year while the loan is outstanding and unpaid, the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the loan as such principal matures (but never less than 2% of the original principal amount of the loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

   ii. Effect of Pledge. Chapter 1208, Government Code, applies to the issuance of the loan and the pledge of the taxes granted by the County under subparagraph (i) above, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the loan is outstanding and unpaid such that the pledge of the taxes granted by the County under subparagraph (i) above is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owner of the Loan the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

G. The repayment of all or any portion of the Outstanding Balance of the loan shall not entitle the County to any subsequent advances from the State, nor shall the State have

any obligation to advance to or for the benefit of the County any amount in excess of the loan proceeds.

H. There shall be no penalty imposed by the State upon the County for any or partial early repayment of this SIB loan as outlined in the attached Exhibit C.

I. A late payment penalty (over 30 days past due date) will be added to the interest charged for that payment period and the ending balance will be adjusted. The SIB will adjust the current balance and will calculate the final loan payment accordingly.

Article 3. Project Description

The State will provide SIB financial assistance to the County for pre-construction costs for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road. Control-Section-Job (CSJ) numbers of the projects are 0921-02-168, 0921-02-169, 0921-02-070, and 0921-02-071.

Article 4. Project Responsibilities

A. The County is responsible for contracting for and funding all project costs as outlined in Article 2 of this Agreement, in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The State has certain review and approval rights and responsibilities related to the Projects as prescribed by this Agreement, including ensuring that the completion of the Projects are performed in compliance with all applicable laws, regulations, and policies.

B. All plans and specifications for the Projects shall be in compliance with the current editions of the TxDOT design and construction manuals, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the “Standard Specifications”), as they may apply. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

C. The actions and decisions regarding the Projects made by the State shall not be contestable by the County.

D. The County shall provide the State and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform activities required to execute the work, inspect the work, or aid otherwise in the prompt pursuit of the work. The County shall also provide the State, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor’s Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the County which are pertinent to the acquisition of the right-of-way or to its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the project accounting described in Article 5 of this Agreement.

Article 5. Project Accounting

A. The County shall account for all actual costs associated with the Projects using generally accepted state and federal accounting procedures. The County will make its accounting records available at reasonable times to the State for inspection during the Projects and upon their completion.

B. Commencing with the Initial Payment Date and annually on each succeeding Payment Date, the County shall provide to the State (one copy to the TxDOT District Office and

one copy to the TxDOT Finance Division) an accounting of the SIB loan proceeds expended ("Annual Expenditure Report"). The County will provide the Annual Expenditure Report on each Payment Date until all loan proceeds have been expended or as requested by TxDOT.

C. At the completion of the Projects, the State shall use generally accepted accounting procedures to determine the actual cost of the Projects. Excess funds will be applied to reduce the loan balance at the time of the final accounting, and the State shall provide the County with a revised principal and interest repayment schedule. If additional funds are needed, the County is responsible for any amount due for additional funds.

D. 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 6. Project Termination

Should the Projects described in this Agreement be terminated for any reason, the County shall return any unexpended portion of the loan amount to the State, which shall recalculate the principal and interest repayment schedule attached herein as Exhibit C. The County is responsible for repaying expended amounts and the interest thereon as if the Projects had been completed.

Article 7. Default on Loan Payment

A. Should the County not repay the loan as set forth in Article 2 as stated above, the State shall declare the County in default. If the County fails to remit to the State the payments the County owes pursuant to this Agreement, the State will take no further action nor resume its obligations under this Agreement until such payments are no longer in default. The County shall also be responsible for reimbursing the State for all costs or other losses of funds resulting from any default or failure to perform by the County. The State shall provide the County with a revised principal and interest repayment schedule after the County cures any default for a loan payment.

B. The County acknowledges and agrees that the State has no adequate remedy at law to enforce this Agreement and therefore equitable relief (including mandatory injunctions requiring the County to perform its obligations hereunder) will be appropriate upon a default by the County under this Agreement.

Article 8. Indemnification

The County agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the County and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the County or any agent, employee, official, or contractor of the County. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 9. Termination

Including the provisions established herein, this Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of Article 6 of this Agreement;
B. If the State is unable to advance the proceeds of the loan to the County within the period prescribed in Article 2 of this Agreement, the County may terminate this Agreement by written notice to the State;
C. If the County is in default on a loan payment required under this Agreement, the State may declare the Agreement to be terminated, or may exercise any of the rights granted the State in Article 7 of this Agreement;
D. Upon repayment in full by the County of this SIB loan, and compliance by the County with all other requirements of this Agreement, the State shall execute and deliver to the County a certificate of payment, provided that, upon the execution and delivery of the certificate of payment by the State, this Agreement shall automatically terminate except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 10. Notices

All notices to either party by the other party required under this Agreement will be delivered personally or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

State:	**County:**
Texas Department of Transportation Attn: Chief Financial Officer 125 East 11th Street Austin TX 78701-2483	Hidalgo County Office of the County Judge 100 E. Cano, 2nd Floor Edinburg, TX 78539

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party hereto may change the above address by sending written notice of such change to the other party in the manner stated in Article 10.

Article 11. 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties.

Article 13. Successors and Assigns

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including, without limitation, any successor agency of a party. Other than as provided in the preceding sentence, each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 14. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the State and the County.

Article 15. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 16. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the State and the County, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

IN WITNESS WHEREOF, the State and the County have executed triplicate counterparts of this agreement.

HIDALGO COUNTY

By:_____ Date:_____
Juan D. Salinas, III
County Judge

ATTEST:

By:_____ Date:_____
Arturo Guajardo, Jr.
County Clerk

THE STATE OF TEXAS

Executed 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:_____ Date:_____
James M. Bass
Chief Financial Officer
Texas Department of Transportation

EXHIBIT A

RESOLUTION

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS, the State of Texas , and the County of Hidalgo acting by and through the Texas Department of Transportation and Hidalgo County Commissioner's Court, has deemed it necessary to meet the challenges of protecting and enhancing the community by making certain road improvements; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with the Local Governments; and

WHEREAS, Federal and State Laws require the County to meet certain contract standards relating to the management and administration of State and Federal Funds; and

WHEREAS, the State of Texas provides a State Infrastructure Bank (SIB) which is a revolving loan program to assist eligible applicants to access financial assistance for transportation projects and is a viable option for certain road projects and may provide for the best financing terms;

NOW THEREFORE BE IT RESOLVED that County staff, in cooperation with the County's financial advisor, Estrada Hinojosa & Company, Inc., is hereby authorized to submit one or more applications to the State Infrastructure Bank in an effort to obtain funding for certain road improvements. Should the SIB find that the County qualifies for financial assistance in the form of one or more low-interest loans; and should the County staff and the County's financial advisory deem these loans to be suitable alternatives to finance the County's road improvements; County staff shall seek the approval and authorization of Commissioner's Court with respect to executing the applicable loan agreement(s).

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the Hidalgo County Commissioner's Court, Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the 9th Day of January, 2007.

COUNTY OF HIDALGO COMMISSIONER'S COURT

J.D. Salinas, Hidalgo County Judge

Sylvia S. Handy, Commissioner, Pct. 1

Joe Flores, Commissioner, Pct. 3

Hector "Tito" Palacios, Commissioner, Pct. 2

Oscar Garza, Commissioner, Pct. 4

ATTEST:

By: Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION

HIDALGO County

MINUTE ORDER

PHARR District

On April 24, 2008, by Minute Order Number 111332, the Texas Transportation Commission (commission) granted preliminary approval of an application for financial assistance from Hidalgo County (county) to borrow $911,009 plus a 20 percent contingency from the State Infrastructure Bank (SIB) to pay pre-construction costs for the expansion of Mile 2 West, Mile 6 West, Nolana Loop, and South McColl Road in Hidalgo County (projects).

Pursuant to the commission's preliminary approval, the executive director implemented and completed negotiations and other actions authorized and required by commission rules. The executive director affirms that the necessary social, economic, and environmental impact studies have been completed, and that the Texas Department of Transportation (department) has approved those studies. The executive director recommends that the commission grant final approval of the SIB application for financial assistance.

The commission determines that providing financial assistance will protect the public safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB; and that the projects will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts.

IT IS THEREFORE ORDERED that the financial assistance application submitted by Hidalgo County to borrow $911,009 plus a 20 percent contingency from the State Infrastructure Bank is granted final approval. The executive director is directed and authorized to enter into the financial assistance agreement as negotiated with the county. The loan will be paid over a period of no more than 10 years at 4.00 percent interest per annum.

Submitted and reviewed by:

Chief Financial Officer

Recommended by:

Executive Director

111373 MAY 29 08

Minute Number | Date Passed

EXHIBIT C

STATE INFRASTRUCTURE BANK

Preliminary

Loan Amortization Schedule

Texas Department of Transportation

Finance Division
125 E. 11th Street
Austin, TX 78701

Loan Terms	
Loan Amount	$ 911,009.00
Annual Interest Rate	4.00 %
Loan Period in Years	10
Number of Payments Per Year	1
Estimated Start Date of Loan	7/1/2008
Optional Extra Payments	

Loan Summary	
Annual Loan Payment	$ 112,319.16
Scheduled Number of Payments	10
Actual Number of Payments	10
Total Early Payments	$ -
Total Principal	$ 911,009.00
Total Interest	$ 212,182.60

Year No.	Beginning Balance	Scheduled Payment	Total Payment	Principal	Interest	Ending Balance
1	$ 911,009.00	$ 112,319.16	112,319.16	$ 75,878.80	$ 36,440.36	$ 835,130.20
2	835,130.20	112,319.16	112,319.16	78,913.95	33,405.21	756,216.25
3	756,216.25	112,319.16	112,319.16	82,070.51	30,248.65	674,145.74
4	674,145.74	112,319.16	112,319.16	85,353.33	26,965.83	588,792.41
5	588,792.41	112,319.16	112,319.16	88,767.46	23,551.70	500,024.94
6	500,024.94	112,319.16	112,319.16	92,318.16	20,001.00	407,706.78
7	407,706.78	112,319.16	112,319.16	96,010.89	16,308.27	311,695.89
8	311,695.89	112,319.16	112,319.16	99,851.32	12,467.84	211,844.57
9	211,844.57	112,319.16	112,319.16	103,845.38	8,473.78	107,999.19
10	107,999.19	112,319.16	112,319.16	107,999.19	4,319.97	0.00

Created: 6/10/2008

Prepared by Jennifer Shaw, Finance Division
512-463-7836

AI-9791 **18.F.**

Off-System Bridge Replacement Projects
CC REGULAR

Date: 06/17/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, and approval to submit Economically Disadvantaged County Program applications for local participation reduction for the following off-system bridge replacement projects and authority for County Judge to sign the required documents:

1. CSJ:0921-02-150 Mile 5 North Road over Edinburg Main Canal, Str.# AA04-86-001
2. CSJ:0921-02-151 Schunior Road over Main Drain, Str.# AA03-71-001
3. CSJ:0921-02-153 Base Line Road over Arroyo Colorado, Str.# AA06-77-001
4. CSJ:0921-02-154 CR 629 (Old Military Road) over Drain, Str.# AA06-29-001
5. CSJ:0921-02-156 Palm Drive over Edinburg Main Canal, Str.# AA05-38-001
6. CSJ:0921-02-158 Sprague Road over Main Drain, Str.# AA03-83-001

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

This agenda item has no fiscal impact at this time (IC, 6-13-08).

Attachments

Link: EDC Applications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 03:00 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/13/2008 03:47 PM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 03:58 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Sergio Cruz — Started On: 06/13/2008 09:18 AM

Final Approval Date: 06/13/2008

FY 2008 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Melba Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** **or** NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** **YES** or **NO**

2 Population (2005 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-158
ESTIMATED LETTING DATE	January, 2011

On-System? (Circle as appropriate) **YES** **or** NO

LOCATION AND LIMITS - Give higway number with limits from and to

CR 383 (Sprague Road) over Main Drain

PROJECT SCOPE- Give type of work

Replacement of bridge and rehablitation of 150' of approach work to each end of bridge

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment -

1. Project Componet	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$63,750.00	10%		$6,375.00	
Construction	$425,000.00	10%		$42,500.00	
Construction Engineering	$55,250.00	10%		$5,525.00	
TOTAL	$544,000.00			$54,400.00	

Approved by _____ **Date** _____

FY 2008 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Melba Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** **or** NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** **YES** or **NO**

2 Population (2005 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-158
ESTIMATED LETTING DATE	January, 2011

On-System? (Circle as appropriate) **YES** **or** NO

LOCATION AND LIMITS - Give higway number with limits from and to

CR 486 (Mile 5 N. Road) over Edinburg Main Canal

PROJECT SCOPE- Give type of work

Replacement of bridge and rehablitation of 150' of approach work to each end of bridge

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment -

1. Project Componet	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$60,450.00	10%	$6,045.00	
Construction	$465,000.00	10%	$46,500.00	
Construction Engineering	$79,050.00	10%	$7,905.00	
TOTAL	$604,500.00		$60,450.00	

Approved by _____ **Date** _____

FY 2008 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Melba Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** **or** NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** **YES** **or** **NO**

2 Population (2005 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-151
ESTIMATED LETTING DATE	January, 2011

On-System? (Circle as appropriate) **YES** **or** NO

LOCATION AND LIMITS - Give higway number with limits from and to

CR 371 (Schunior Road) over Main Drain

PROJECT SCOPE- Give type of work

Replacement of bridge and rehablitation of 150' of approach work to each end of bridge

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment -

1. Project Componet	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$63,750.00	10%	$6,375.00	
Construction	$425,000.00	10%	$42,500.00	
Construction Engineering	$55,250.00	10%	$5,525.00	
TOTAL	$544,000.00		$54,400.00	

Approved by _____ **Date** _____

FY 2008 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Melba Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** **or** NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** **YES** or **NO**

2 Population (2005 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-153
ESTIMATED LETTING DATE	January, 2011

On-System? (Circle as appropriate) **YES** **or** NO

LOCATION AND LIMITS - Give higway number with limits from and to

CR 677 (Baseline Road) over Arroyo Colorado

PROJECT SCOPE- Give type of work

Replacement of bridge and rehablitation of 150' of approach work to each end of bridge

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment -

1. Project Componet	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$63,000.00	10%	$6,300.00	
Construction	$525,000.00	10%	$52,500.00	
Construction Engineering	$89,250.00	10%	$8,925.00	
TOTAL	$677,250.00		$67,725.00	

Approved by _____ **Date** _____

FY 2008 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Melba Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** or NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** **YES** or **NO**

2 Population (2005 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-151
ESTIMATED LETTING DATE	January, 2011

On-System? (Circle as appropriate) **YES** or NO

LOCATION AND LIMITS - Give higway number with limits from and to

CR 629 (Old Military Road) over Drain

PROJECT SCOPE- Give type of work

Replacement of bridge and rehablitation of 150' of approach work to each end of bridge

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment -

1. Project Componet	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$50,000.00	10%		$5,000.00	
Construction	$250,000.00	10%		$25,000.00	
Construction Engineering	$42,500.00	10%		$4,250.00	
TOTAL	$342,500.00			$34,250.00	

Approved by _____ **Date** _____

FY 2008 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Melba Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** **or** NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** **YES** or **NO**

2 Population (2005 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-156
ESTIMATED LETTING DATE	January, 2011

On-System? (Circle as appropriate) **YES** or NO

LOCATION AND LIMITS - Give higway number with limits from and to

CR 538 (Palm Drive) over Edinburg Main Canal

PROJECT SCOPE- Give type of work

Replacement of bridge and rehablitation of 150' of approach work to each end of bridge

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment -

1. Project Componet	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$62,400.00	10%		$6,240.00	
Construction	$480,000.00	10%		$48,000.00	
Construction Engineering	$81,600.00	10%		$8,160.00	
TOTAL	$624,000.00			$62,400.00	

Approved by _____ **Date** _____

AFFIDAVIT

The State of Texas,

County of _____

Before me, _____ , a notary public in and for the State of Texas, on this day personally appeared _____ , who being by me duly sworn, upon oath says:

I, _____ , representing the city/county of _____ , having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____ , this _____ day of _____ , _____, to certify which witness my hand and seal of office.

My commission expires _____ , _____.

_____

Official Signature

_____

Printed or stamped name of Notary

AI-9792 **18.G.**

Interdepartmental Transfer - Traffic Study
CC REGULAR

Date: 06/17/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Traffic Engineering:
Approval of 2008 interdepartmental transfer from County Wide Administration to Traffic Study (1100) in the amount of $60,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-X0-115-0XX-0-334
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-334 --> 8-1100-429-30-115-029-0-334 $60,000.00
Funds available as of 06/13/08.

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 03:02 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/13/2008 03:42 PM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 03:50 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Sergio Cruz — Started On: 06/13/2008 09:32 AM

Final Approval Date: 06/13/2008

DATE: June 17, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 8-1100-4XX-X0-115-0XX-0-334

SUBJECT: **Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 334	COUNTY WIDE ADMINISTRATION - ENGINEERING & ARCHITECTURAL	(60,000.00)
TO		
8-1100-429-30-115-029-0- 334	TRAFFIC ENGINEERING - ENGINEERING & ARCHITECTURAL	60,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **TO FUND TRAFFIC STUDY FOR 2010 FEDERAL HAZARD ELIMINATION FUNDING PROGRAM.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-9793 **18.H.**

Interdepartment Transfer - Courthouse Repairs/Renovations
CC REGULAR

Date: 06/17/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within C.O., 2006 - Buildings and Grounds (1336) from Courthouse Additional Parking (program 028) to Courthouse (program 010) in the amount of $190,141.67.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-41X-X0-220-0XX-0-X3X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1336-419-40-220-028-0-739 to 8-1336-412-00-220-010-0-431 in the amount of $190,141.67. Funding available for transfer as of 6/13/08.

Attachments

Link: INTERDEPT - COURTHOUSE (1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 10:12 AM	APRV
2	Dale Kennan	Dale Kennan	06/13/2008 11:24 AM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 02:42 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Sergio Cruz Started On: 06/13/2008 09:39 AM

Final Approval Date: 06/13/2008

DATE: June 17, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2006

SUBJECT: Interdepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1336-419-40-220-028-0- 739	C.O.,2006-B&G-COURTHOUSE ADDL PRK - OTHER STRUCTURE	(190,141.67)
TO		
8-1336-412-00-220-010-0- 431	C.O.,2006-BLDG & GRDS-CRTHSE-BLDG R&M SRV	190,141.67
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTERDEPARTMENTAL TRANSFER TO FUND RENOVATIONS TO THE COUNTY COURT HOUSE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-9805 **18.I.**

Interdepartmental Transfer - Co. Wide Adm to Different Departments
CC REGULAR

Date: 07/01/2008
Submitted By: Damaris San Miguel, 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 Various Departments (1100) in the amount of $648,869.22 to cover the Law Enforcement Step & Grade Pay Plan upgrade as follows:

Department Name	Amount
Sheriff	$500,000.00
Jail	$19,897.34
Constable Pct. 1	$18,783.45
Constable Pct. 2	$18,292.92
Constable Pct. 3	$29,507.57
Constable Pct. 4	$20,713.08
Constable Pct. 5	$18,032.05
Courthouse Parking Lot	$15,027.17
Sanitation Pct. 1	$2,742.68
Sanitation Pct. 3	$2,936.47
Co Clerk	$2,936.47

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-XX-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> Various Departments $955,584.97 Funds available as of 6-13-08.

Attachments

Link: Constable Pct. 1
Link: Constable Pct. 2
Link: Constable Pct. 3
Link: Constable Pct. 4
Link: Constable Pct. 5

Link: County Clerk
Link: Courthouse Parking Lot
Link: Jail
Link: Sanitation Pct. 1
Link: Sanitation Pct. 3
Link: SHERIFF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	06/13/2008 04:37 PM	APRV
2	Dina Trevino		06/13/2008 05:44 PM	NEW
Form Started By: Damaris San Miguel			Started On: 06/13/2008 03:50 PM	
Final Approval Date: 06/13/2008				

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Pct. 1

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(18,783.45)
TO			
8-1100-421-00-291-001-0 113	CONSTABLE PCT. 1	PERM. FULL TIME EMPLOYEES	15,460.90
8-1100-421-00-291-001-0 211	CONSTABLE PCT. 1	HEALTH INSURANCE	-
8-1100-421-00-291-001-0 212	CONSTABLE PCT. 1	LIFE INSURANCE	-
8-1100-421-00-291-001-0 220	CONSTABLE PCT. 1	FICA	1,182.76
8-1100-421-00-291-001-0 230	CONSTABLE PCT. 1	RETIREMENT	1,357.47
8-1100-421-00-291-001-0 250	CONSTABLE PCT. 1	UNEMPLOYMENT COMP.	77.30
8-1100-421-00-291-001-0 260	CONSTABLE PCT. 1	WORKER'S COMP.	705.02
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Pct. 2

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(18,292.92)
TO			
8-1100-421-00-292-001-0 113	CONSTABLE PCT. 2	PERM. FULL TIME EMPLOYEES	15,057.13
8-1100-421-00-292-001-0 211	CONSTABLE PCT. 2	HEALTH INSURANCE	-
8-1100-421-00-292-001-0 212	CONSTABLE PCT. 2	LIFE INSURANCE	-
8-1100-421-00-292-001-0 220	CONSTABLE PCT. 2	FICA	1,151.87
8-1100-421-00-292-001-0 230	CONSTABLE PCT. 2	RETIREMENT	1,322.02
8-1100-421-00-292-001-0 250	CONSTABLE PCT. 2	UNEMPLOYMENT COMP.	75.29
8-1100-421-00-292-001-0 260	CONSTABLE PCT. 2	WORKER'S COMP.	686.61
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Pct. 3

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(29,507.57)
TO			
8-1100-421-00-293-001-0 113	CONSTABLE PCT. 3	PERM. FULL TIME EMPLOYEES	24,288.06
8-1100-421-00-293-001-0 211	CONSTABLE PCT. 3	HEALTH INSURANCE	-
8-1100-421-00-293-001-0 212	CONSTABLE PCT. 3	LIFE INSURANCE	-
8-1100-421-00-293-001-0 220	CONSTABLE PCT. 3	FICA	1,858.04
8-1100-421-00-293-001-0 230	CONSTABLE PCT. 3	RETIREMENT	2,132.49
8-1100-421-00-293-001-0 250	CONSTABLE PCT. 3	UNEMPLOYMENT COMP.	121.44
8-1100-421-00-293-001-0 260	CONSTABLE PCT. 3	WORKER'S COMP.	1,107.54
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Pct. 4

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(20,713.08)
TO			
8-1100-421-00-294-001-0 113	CONSTABLE PCT. 4	PERM. FULL TIME EMPLOYEES	17,049.21
8-1100-421-00-294-001-0 211	CONSTABLE PCT. 4	HEALTH INSURANCE	-
8-1100-421-00-294-001-0 212	CONSTABLE PCT. 4	LIFE INSURANCE	-
8-1100-421-00-294-001-0 220	CONSTABLE PCT. 4	FICA	1,304.26
8-1100-421-00-294-001-0 230	CONSTABLE PCT. 4	RETIREMENT	1,496.92
8-1100-421-00-294-001-0 250	CONSTABLE PCT. 4	UNEMPLOYMENT COMP.	85.25
8-1100-421-00-294-001-0 260	CONSTABLE PCT. 4	WORKER'S COMP.	777.44
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Pct. 5

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(18,032.05)
TO			
8-1100-421-00-295-001-0 113	CONSTABLE PCT. 5	PERM. FULL TIME EMPLOYEES	14,842.42
8-1100-421-00-295-001-0 211	CONSTABLE PCT. 5	HEALTH INSURANCE	-
8-1100-421-00-295-001-0 212	CONSTABLE PCT. 5	LIFE INSURANCE	-
8-1100-421-00-295-001-0 220	CONSTABLE PCT. 5	FICA	1,135.45
8-1100-421-00-295-001-0 230	CONSTABLE PCT. 5	RETIREMENT	1,303.16
8-1100-421-00-295-001-0 250	CONSTABLE PCT. 5	UNEMPLOYMENT COMP.	74.21
8-1100-421-00-295-001-0 260	CONSTABLE PCT. 5	WORKER'S COMP.	676.81
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for County Clerk

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(2,936.47)
TO			
8-1100-415-40-180-001-0 113	COUNTY CLERK	PERM. FULL TIME EMPLOYEES	2,417.04
8-1100-415-40-180-001-0 211	COUNTY CLERK	HEALTH INSURANCE	-
8-1100-415-40-180-001-0 212	COUNTY CLERK	LIFE INSURANCE	-
8-1100-415-40-180-001-0 220	COUNTY CLERK	FICA	184.90
8-1100-415-40-180-001-0 230	COUNTY CLERK	RETIREMENT	212.22
8-1100-415-40-180-001-0 250	COUNTY CLERK	UNEMPLOYMENT COMP.	12.09
8-1100-415-40-180-001-0 260	COUNTY CLERK	WORKER'S COMP.	110.22
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Courthouse Parking Lot

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(15,027.17)
TO			
8-1100-419-40-220-003-0 113	COURTHOUSE PARKINGLOT	PERM. FULL TIME EMPLOYEES	12,369.06
8-1100-419-40-220-003-0 211	COURTHOUSE PARKINGLOT	HEALTH INSURANCE	-
8-1100-419-40-220-003-0 212	COURTHOUSE PARKINGLOT	LIFE INSURANCE	-
8-1100-419-40-220-003-0 220	COURTHOUSE PARKINGLOT	FICA	946.23
8-1100-419-40-220-003-0 230	COURTHOUSE PARKINGLOT	RETIREMENT	1,086.00
8-1100-419-40-220-003-0 250	COURTHOUSE PARKINGLOT	UNEMPLOYMENT COMP.	61.85
8-1100-419-40-220-003-0 260	COURTHOUSE PARKINGLOT	WORKER'S COMP.	564.03
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Jail

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(19,897.34)
TO			
8-1100-423-21-280-002-0 113	JAIL	PERM. FULL TIME EMPLOYEES	16,377.75
8-1100-423-21-280-002-0 211	JAIL	HEALTH INSURANCE	-
8-1100-423-21-280-002-0 212	JAIL	LIFE INSURANCE	-
8-1100-423-21-280-002-0 220	JAIL	FICA	1,252.90
8-1100-423-21-280-002-0 230	JAIL	RETIREMENT	1,437.97
8-1100-423-21-280-002-0 250	JAIL	UNEMPLOYMENT COMP.	81.89
8-1100-423-21-280-002-0 260	JAIL	WORKER'S COMP.	746.83
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Sanitation Pct. 1

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(2,742.68)
TO			
8-1100-432-00-121-001-0 113	SANITATION PCT. 1	PERM. FULL TIME EMPLOYEES	2,257.54
8-1100-432-00-121-001-0 211	SANITATION PCT. 1	HEALTH INSURANCE	-
8-1100-432-00-121-001-0 212	SANITATION PCT. 1	LIFE INSURANCE	-
8-1100-432-00-121-001-0 220	SANITATION PCT. 1	FICA	172.70
8-1100-432-00-121-001-0 230	SANITATION PCT. 1	RETIREMENT	198.21
8-1100-432-00-121-001-0 250	SANITATION PCT. 1	UNEMPLOYMENT COMP.	11.29
8-1100-432-00-121-001-0 260	SANITATION PCT. 1	WORKER'S COMP.	102.94
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Sanitation Pct. 3

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(2,936.47)
TO			
8-1100-432-00-123-001-0 113	SANITATION PCT. 3	PERM. FULL TIME EMPLOYEES	2,417.04
8-1100-432-00-123-001-0 211	SANITATION PCT. 3	HEALTH INSURANCE	-
8-1100-432-00-123-001-0 212	SANITATION PCT. 3	LIFE INSURANCE	-
8-1100-432-00-123-001-0 220	SANITATION PCT. 3	FICA	184.90
8-1100-432-00-123-001-0 230	SANITATION PCT. 3	RETIREMENT	212.22
8-1100-432-00-123-001-0 250	SANITATION PCT. 3	UNEMPLOYMENT COMP.	12.09
8-1100-432-00-123-001-0 260	SANITATION PCT. 3	WORKER'S COMP.	110.22
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: June 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Sheriff

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX-0- XXX

CONTACT PERSON: Dámaris SanMiguel **PHONE:** (956) 292-7025 Ext. 5410

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 ADM-	CONTINGENCY	(500,000.00)
TO			
8-1100-421-00-280-001-0 113	SHERIFF	PERM. FULL TIME EMPLOYEES	500,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund the Step & Grade Pay Plan upgrade apporved by CC 5/19/2008.

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-9804 **18.J.**

Fuel/gasoline expenditures
CC REGULAR

Date: 06/17/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Presentation, discussion, and appropriate action relating to 2008 current and projected fuel/gasoline expenditures.

BACKGROUND

Fiscal Impact

Attachments

Link: gasoline prices
Link: expenditure reports
Link: R & B expenditure report

Form Routing/Status

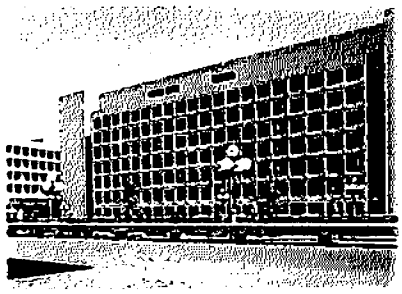
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 04:31 PM	APRV
2	Auditor's Office	Arcilia Duran	06/13/2008 04:37 PM	APRV
3	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Angela Garcia — Started On: 06/13/2008 03:48 PM

Final Approval Date: 06/13/2008

Energy Information Administration
Official Energy Statistics from the U.S. Government Glossary

search



Quick Facts about the

Energy Information Administration

What is the Energy Information Administration? The Energy Information Administration (EIA) - created by the Congress in 1977- is the statistical agency of the U.S. Department of Energy and is located in Washington, D.C. EIA's Administrator, Guy Caruso, oversees an organization of 370 people with an annual budget in Fiscal Year 2007 of $91 million.

What does EIA do? EIA is the Nation's premier source of unbiased energy data, analysis and forecasting. EIA provides this information to promote sound policy making, efficient energy markets, and public understanding about energy and its interaction with the economy and the environment. By law, EIA's products are prepared independently of Administration policy considerations. EIA neither formulates nor advocates any policy conclusions.

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Weekly Reports: This Week in Petroleum · Coal News and Markets · Natural Gas Weekly Update · Weekly Natural Gas Storage Report · Weekly Coal Production Report · Weekly Petroleum Status Report

Monthly Reports: Short-Term Energy Outlook · Natural Gas Monthly · Electric Power Monthly · Monthly Energy Review

Annual Reports: Annual Energy Outlook 2007 with Projections to 2030 · Annual Energy Review · International Energy Outlook · Natural Gas Annual · Annual Coal Report · Annual Emissions of Greenhouse Gases in the U.S

Special Reports: A Primer on Gasoline Prices · Analysis of Oil and Gas Production in the Arctic National Wildlife Refuge · State Energy Profiles · Residential Natural Gas Prices: What Consumers Should Know · Country Analysis Briefs

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Energy Dept. says oil, gas prices to stay high

Associated Press

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YAHOO! NEWS TOPIC PAGES

By H. JOSEF HEBERT, Associated Press Writer
Wed Jun 11, 1:41 PM ET

WASHINGTON - Motorists can expect gasoline prices around $4 gallon through next year, the Energy Department said Wednesday, with oil prices staying well above $100 a barrel.

ADVERTISEMENT

Crude oil prices are likely to average $126 a barrel in 2009, $4 higher than this year, as oil supplies and demand are expected to remain tight, Guy Caruso, head of the department's Energy Information Administration, told a House hearing.

Gasoline prices are likely to peak at $4.15 a gallon in August and won't go down much after that, the agency projected in a report. Gasoline was forecast to average $3.92 a gallon through 2009.

The agency said that the high price of gasoline has reduced expected demand for this summer, but not enough to dampen prices.

Caruso told House members that new auto fuel economy requirements and the increased use of ethanol and other alternative fuels are expected to produce "a substantial reduction" in oil use and oil imports over the next two decades.

Predicting future oil and gasoline prices is highly uncertain with the volatile global oil markets, Caruso acknowledged. The agency projects oil prices declining to $86 a barrel in 2010 and then increasing to $107 by 2015.

Overall U.S. oil consumption is expected decline over the next two decades because of the production of more fuel-efficient cars and the growing use of ethanol as a motor fuel, Caruso said. Both were required by Congress last December.

Crude prices, meanwhile, soared Wednesday well above Caruso's projections as his agency announced that U.S. oil inventories fell more than expected last week. Light, sweet crude for July delivery jumped $4.50 to nearly $136 a barrel on the New York Mercantile Exchange.

Oil inventories fell by 4.6 million barrels last week, a much larger amount than had been predicted by analysts.

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Crude Oil Outlook: Gasoline Prices Expected To Continue To Rise

Production. In 2008, total domestic crude oil output is projected to average 5.1 million bbl/d, the same as in 2006 and 2007 (U.S. Crude Oil Production). Production growth in the lower-48 and Federal Gulf of Mexico regions is expected to offset declines in Alaskan production. In 2009, total production is projected to average 5.3 million bbl/d, up 210,000 bbl/d from 2008. Federal Gulf of Mexico output is expected to rise 270,000 bbl/d due mostly to the Thunder Horse platform coming on-stream in late 2008 and the Tahiti platform beginning production in 2009, but declines are projected for Alaska and the lower-48 States. This projection includes an estimated expectation of hurricane-induced outage of about 11 million barrels for the offshore region in 2008 (see *Hurricane Outlook*). Fuel ethanol production is projected to increase from an annual average of 420,000 bbl/d in 2007, to 580,000 bbl/d in 2008 and 640,000 bbl/d in 2009.

Consumption. Total petroleum consumption of liquid fuels and other petroleum products averaged 20.7 million bbl/d in 2007, similar to 2006 (U.S. Petroleum Products Consumption Growth). Based on prospects for a weak economy and record high crude oil and product prices extending into next year, consumption is projected to shrink by 290,000 bbl/d in 2008, a sharper drop than the nearly 200,000 bbl/d projected in the previous *Outlook*. In 2009, total consumption is projected to rise by 140,000 bbl/d, somewhat less than the nearly 200,000 bbl/d increase projected in the previous *Outlook*.

Prices. WTI crude oil prices, which averaged $72 per barrel in 2007 (Crude Oil Prices), are projected to average $122 per barrel in 2008, up about $12 per barrel from the projection in last month's *Outlook*; and $126 per barrel in 2009, up more than $20 per barrel from the previous *Outlook*.

EIA projects that regular-grade motor gasoline retail prices, which averaged $2.81 per gallon in 2007, will average $3.78 per gallon this year, up more than 25 cents from last month's

Outlook. Gasoline prices are expected to continue to rise from $3.98 per gallon on June 2 to a monthly average price peak of $4.15 per gallon in August. This forecast reflects a sizable narrowing of refiner gasoline margins from those of last year because of weakness in gasoline demand and growth in ethanol supply. In 2009, regular-grade gasoline retail prices are projected to average $3.92 per gallon, 48 cents higher than projected in the previous *Outlook*.

Diesel fuel retail prices in 2008 and 2009 are projected to average $4.32 per gallon, up from $2.88 per gallon last year. This reflects strength in diesel demand, particularly in emerging markets, that has significantly increased the margins between diesel prices and crude oil costs from those of last year. Diesel fuel prices are projected to remain near the June 2 price of $4.71 per gallon over the next few months as refiner margins begin to weaken slightly, offsetting the projected rise in crude oil costs.

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Consumer Price Index - Average Price Data

Series Id: APU000074714
Area: U.S. city average
Item: Gasoline, unleaded regular, per gallon/3.785 liters

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1998	1.131	1.082	1.041	1.052	1.092	1.094	1.079	1.052	1.033	1.042	1.028	0.986	
1999	0.972	0.955	0.991	1.177	1.178	1.148	1.189	1.255	1.280	1.274	1.264	1.298	
2000	1.301	1.369	1.541	1.506	1.498	1.617	1.593	1.510	1.582	1.559	1.555	1.489	
2001	1.472	1.484	1.447	1.564	1.729	1.640	1.482	1.427	1.531	1.362	1.263	1.131	
2002	1.139	1.130	1.241	1.407	1.421	1.404	1.412	1.423	1.422	1.449	1.448	1.394	
2003	1.473	1.641	1.748	1.659	1.542	1.514	1.524	1.628	1.728	1.603	1.535	1.494	
2004	1.592	1.672	1.766	1.833	2.009	2.041	1.939	1.898	1.891	2.029	2.010	1.882	
2005	1.823	1.918	2.065	2.283	2.216	2.176	2.316	2.506	2.927	2.785	2.343	2.186	
2006	2.315	2.310	2.401	2.757	2.947	2.917	2.999	2.985	2.589	2.272	2.241	2.334	
2007	2.274	2.285	2.592	2.860	3.130	3.052	2.961	2.782	2.789	2.793	3.069	3.020	
2008	3.047	3.033	3.258	3.441									

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HIDALGO COUNTY

Department Of Budget & Management

Gasoline/Diesel Projected Expenditures for Year End

GENERAL FUND

As of June 17, 2008

$4.00 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 4.00	Available Balance as of June 2008	Estimated Funding Required For Year End
BLDG MINOR ST	$15,000.00	$15,000.00	$1,619.96	$323.99	106.33	744.32	$2,977.28	$5,000.00	$2,022.72
CO CLERK-GASOLINE/DIESEL	$10,000.00	$9,430.00	$1,358.96	$271.79	89.20	624.40	$2,497.60	$3,443.00	$945.40
CO CLERK RECORD ARCHAIVE-GASOLINE/DIESEL	$0.00	$10,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
CONSTABLE PCT.1-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,488.49	$697.70	228.98	1,602.85	$6,411.40	$1,983.00	($4,428.40)
CONSTABLE PCT.2-GASOLINE/DIESEL	$30,000.00	$30,000.00	$358.75	$71.75	23.55	164.83	$659.34	$0.00	($659.34)
CONSTABLE PCT.3-GASOLINE/DIESEL	$50,000.00	$50,000.00	$12,324.76	$2,464.95	808.98	5,662.84	$22,651.35	$31,165.00	$8,513.65
CONSTABLE PCT.4-GASOLINE/DIESEL	$30,000.00	$30,000.00	$7,344.43	$1,468.89	482.08	3,374.53	$13,498.13	$15,141.00	$1,642.87
CONSTABLE PCT.5-GASOLINE/DIESEL	$25,000.00	$25,000.00	$4,246.64	$849.33	278.74	1,951.20	$7,804.79	$82.85	($7,721.94)
CRTHSE PK LOT-GASOLINE/DIESEL	$7,000.00	$7,000.00	$1,078.10	$215.62	70.76	495.35	$1,981.41	$14.50	($1,966.91)
DBM-SAFETY DIV-GASOLINE/DIESEL	$20,000.00	$20,000.00	$4,258.62	$851.72	279.53	1,956.70	$7,826.80	$4,995.00	($2,831.80)
ELECTIONS DEPT-GASONLINE/DIESEL	$15,000.00	$15,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
EMERG SRVS-FM-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,832.49	$766.50	251.56	1,760.91	$7,043.63	$7,039.00	($4.63)
EMERG SRVS-EM-GASOLINE/DIESEL	$0.00	$38,000.00	$11,608.24	$2,321.65	761.95	5,333.62	$21,334.47	$20,019.11	($1,315.36)
GEN GOVT BLDG-GASOLINE/DIESEL	$45,000.00	$45,000.00	$8,528.34	$1,705.67	559.79	3,918.50	$15,674.01	$19,649.00	$3,974.99
HEALTH ADM-GASOLINE/DIESEL	$65,000.00	$65,000.00	$19,805.52	$3,961.10	1,300.00	9,100.01	$36,400.04	$2,448.00	($33,952.04)
JAIL-GASOLINE/DIESEL	$47,000.00	$47,000.00	$0.00	$0.00	-	-	$0.00	$37,000.00	$37,000.00
JUV DET HM-GASOLINE/DIESEL	$2,500.00	$5,500.00	$419.07	$83.81	27.51	192.55	$770.20	$993.97	$223.77
PLANNING DEPT-GASOLINE/DIESEL	$18,200.00	$18,093.97	$5,717.47	$1,143.49	375.29	2,627.00	$10,507.99	$67.05	($10,440.94)
PURCHASING-GASOLINE/DIESEL	$3,000.00	$3,000.00	$786.93	$157.39	51.65	361.57	$1,446.28	$811.00	($635.28)
SANITATION PCT.1-GASOLINE/DIESEL (BULK)	$140,000.00	$140,000.00	$25,747.00	$5,149.40	1,689.99	11,829.93	$47,319.72	103,877.73	$56,558.01
SANITATION PCT.2-GASOLINE/DIESEL	$39,000.00	$37,000.00	$18,760.40	$3,752.08	1,231.40	8,619.81	$34,479.24	$2,246.95	($32,232.29)
SANITATION PCT.3-GASOLINE/DIESEL	$35,000.00	$35,500.00	$9,840.00	$1,968.00	645.88	4,521.17	$18,084.67	$9,677.50	($8,407.17)
SANITATION PCT.4-GASOLINE/DIESEL	$45,500.00	$45,500.00	$27,757.00	$5,551.40	1,821.92	12,753.46	$51,013.85	$15,713.00	($35,300.85)
SHERIFF-GASOLINE/DIESEL	$1,290,000.00	$1,306,000.00	$539,726.52	$107,945.30	35,426.75	247,987.24	$991,948.97	$535,618.07	($456,330.90)
TAX OFF-GASOLINE/DIESEL	$6,000.00	$6,000.00	$242.57	$48.51	15.92	111.45	$445.81	$5,344.00	$4,898.19
TX AGRILIFE EXT-GASOLINE/DIESEL	$6,600.00	$6,600.00	$1,106.06	$221.21	72.60	508.20	$2,032.80	$3,466.00	$1,433.20
	$1,988,800.00	**$2,053,623.97**	**$709,956.32**	**$141,991.26**	**46,600.35**	**326,202.44**	**$1,304,809.78**	**$845,794.73**	**($459,015.05)**

$4.25 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 4.25	Available Balance as of June 2008	Estimated Funding Required For Year End
BLDG MINOR ST	$15,000.00	$15,000.00	$1,619.96	$323.99	106.33	744.32	$3,163.36	$5,000.00	$1,836.64
CO CLERK-GASOLINE/DIESEL	$10,000.00	$9,430.00	$1,358.96	$271.79	89.20	624.40	$2,653.70	$3,443.00	$789.30
CO CLERK RECORD ARCHAIVE-GASOLINE/DIESEL	$0.00	$10,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
CONSTABLE PCT.1-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,488.49	$697.70	228.98	1,602.85	$6,812.12	$1,983.00	($4,829.12)
CONSTABLE PCT.2-GASOLINE/DIESEL	$30,000.00	$30,000.00	$358.75	$71.75	23.55	164.83	$700.55	$0.00	($700.55)
CONSTABLE PCT.3-GASOLINE/DIESEL	$50,000.00	$50,000.00	$12,324.76	$2,464.95	808.98	5,662.84	$24,067.06	$31,165.00	$7,097.94
CONSTABLE PCT.4-GASOLINE/DIESEL	$30,000.00	$30,000.00	$7,344.43	$1,468.89	482.08	3,374.53	$14,341.77	$15,141.00	$799.23
CONSTABLE PCT.5-GASOLINE/DIESEL	$25,000.00	$25,000.00	$4,246.64	$849.33	278.74	1,951.20	$8,292.59	$82.85	($8,209.74)
CRTHSE PK LOT-GASOLINE/DIESEL	$7,000.00	$7,000.00	$1,078.10	$215.62	70.76	495.35	$2,105.25	$14.50	($2,090.75)
DBM-SAFETY DIV-GASOLINE/DIESEL	$20,000.00	$20,000.00	$4,258.62	$851.72	279.53	1,956.70	$8,315.98	$4,995.00	($3,320.98)
ELECTIONS DEPT-GASONLINE/DIESEL	$15,000.00	$15,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
EMERG SRVS-FM-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,832.49	$766.50	251.56	1,760.91	$7,483.86	$7,039.00	($444.86)
EMERG SRVS-EM-GASOLINE/DIESEL	$0.00	$38,000.00	$11,608.24	$2,321.65	761.95	5,333.62	$22,667.88	$20,019.11	($2,648.77)
GEN GOVT BLDG-GASOLINE/DIESEL	$45,000.00	$45,000.00	$8,528.34	$1,705.67	559.79	3,918.50	$16,653.63	$19,649.00	$2,995.37
HEALTH ADM-GASOLINE/DIESEL	$65,000.00	$65,000.00	$19,805.52	$3,961.10	1,300.00	9,100.01	$38,675.04	$2,448.00	($36,227.04)
JAIL-GASOLINE/DIESEL	$47,000.00	$47,000.00	$0.00	$0.00	-	-	$0.00	$37,000.00	$37,000.00
JUV DET HM-GASOLINE/DIESEL	$2,500.00	$5,500.00	$419.07	$83.81	27.51	192.55	$818.33	$993.97	$175.64
PLANNING DEPT-GASOLINE/DIESEL	$18,200.00	$18,093.97	$5,717.47	$1,143.49	375.29	2,627.00	$11,164.73	$67.05	($11,097.68)
PURCHASING-GASOLINE/DIESEL	$3,000.00	$3,000.00	$786.93	$157.39	51.65	361.57	$1,536.67	$811.00	($725.67)
SANITATION PCT.1-GASOLINE/DIESEL (BULK)	$140,000.00	$140,000.00	$25,747.00	$5,149.40	1,689.99	11,829.93	$50,277.21	103,877.73	$53,600.52
SANITATION PCT.2-GASOLINE/DIESEL	$39,000.00	$37,000.00	$18,760.40	$3,752.08	1,231.40	8,619.81	$36,634.19	$2,246.95	($34,387.24)
SANITATION PCT.3-GASOLINE/DIESEL	$35,000.00	$35,500.00	$9,840.00	$1,968.00	645.88	4,521.17	$19,214.97	$9,677.50	($9,537.47)
SANITATION PCT.4-GASOLINE/DIESEL	$45,500.00	$45,500.00	$27,757.00	$5,551.40	1,821.92	12,753.46	$54,202.22	$15,713.00	($38,489.22)
SHERIFF-GASOLINE/DIESEL	$1,290,000.00	$1,306,000.00	$539,726.52	$107,945.30	35,426.75	247,987.24	$1,053,945.78	$535,618.07	($518,327.71)
TAX OFF-GASOLINE/DIESEL	$6,000.00	$6,000.00	$242.57	$48.51	15.92	111.45	$473.68	$5,344.00	$4,870.32
TX AGRILIFE EXT-GASOLINE/DIESEL	$6,600.00	$6,600.00	$1,106.06	$221.21	72.60	508.20	$2,159.85	$3,466.00	$1,306.15
	$1,988,800.00	**$2,053,623.97**	**$709,956.32**	**$141,991.26**	**46,600.35**	**326,202.44**	**$1,386,360.39**	**$845,794.73**	**($540,565.66)**

HIDALGO COUNTY

Department Of Budget & Management

Gasoline/Diesel Projected Expenditures for Year End

GENERAL FUND

As of June 17, 2008

$4.50 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 4.50	Available Balance as of June 2008	Estimated Funding Required For Year End
BLDG MINOR ST-GASOLINE/DIESEL	$15,000.00	$15,000.00	$1,619.96	$323.99	106.33	744.32	$3,349.44	$5,000.00	$1,650.56
CO CLERK-GASOLINE/DIESEL	$10,000.00	$9,430.00	$1,358.96	$271.79	89.20	624.40	$2,809.80	$3,443.00	$633.20
CO CLERK RECORD ARCHAIVE-GASOLINE/DIESEL	$0.00	$10,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
CONSTABLE PCT.1-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,488.49	$697.70	228.98	1,602.85	$7,212.83	$1,983.00	($5,229.83)
CONSTABLE PCT.2-GASOLINE/DIESEL	$30,000.00	$30,000.00	$358.75	$71.75	23.55	164.83	$741.75	$0.00	($741.75)
CONSTABLE PCT.3-GASOLINE/DIESEL	$50,000.00	$50,000.00	$12,324.76	$2,464.95	808.98	5,662.84	$25,482.77	$31,165.00	$5,682.23
CONSTABLE PCT.4-GASOLINE/DIESEL	$30,000.00	$30,000.00	$7,344.43	$1,468.89	482.08	3,374.53	$15,185.40	$15,141.00	($44.40)
CONSTABLE PCT.5-GASOLINE/DIESEL	$25,000.00	$25,000.00	$4,246.64	$849.33	278.74	1,951.20	$8,780.38	$82.85	($8,697.53)
CRTHSE PK LOT-GASOLINE/DIESEL	$7,000.00	$7,000.00	$1,078.10	$215.62	70.76	495.35	$2,229.09	$14.50	($2,214.59)
DBM-SAFETY DIV-GASOLINE/DIESEL	$20,000.00	$20,000.00	$4,258.62	$851.72	279.53	1,956.70	$8,805.15	$4,995.00	($3,810.15)
ELECTIONS DEPT-GASONLINE/DIESEL	$15,000.00	$15,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
EMERG SRVS-FM-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,832.49	$766.50	251.56	1,760.91	$7,924.09	$7,039.00	($885.09)
EMERG SRVS-EM-GASOLINE/DIESEL	$0.00	$38,000.00	$11,608.24	$2,321.65	761.95	5,333.62	$24,001.28	$20,019.11	($3,982.17)
GEN GOVT BLDG-GASOLINE/DIESEL	$45,000.00	$45,000.00	$8,528.34	$1,705.67	559.79	3,918.50	$17,633.26	$19,649.00	$2,015.74
HEALTH ADM-GASOLINE/DIESEL	$65,000.00	$65,000.00	$19,805.52	$3,961.10	1,300.00	9,100.01	$40,950.04	$2,448.00	($38,502.04)
JAIL-GASOLINE/DIESEL	$47,000.00	$47,000.00	$0.00	$0.00	-	-	$0.00	$37,000.00	$37,000.00
JUV DET HM-GASOLINE/DIESEL	$2,500.00	$5,500.00	$419.07	$83.81	27.51	192.55	$866.47	$993.97	$127.50
PLANNING DEPT-GASOLINE/DIESEL	$18,200.00	$18,093.97	$5,717.47	$1,143.49	375.29	2,627.00	$11,821.48	$67.05	($11,754.43)
PURCHASING-GASOLINE/DIESEL	$3,000.00	$3,000.00	$786.93	$157.39	51.65	361.57	$1,627.06	$811.00	($816.06)
SANITATION PCT.1-GASOLINE/DIESEL (BULK)	$140,000.00	$140,000.00	$25,747.00	$5,149.40	1,689.99	11,829.93	$53,234.69	103,877.73	$50,643.04
SANITATION PCT.2-GASOLINE/DIESEL	$39,000.00	$37,000.00	$18,760.40	$3,752.08	1,231.40	8,619.81	$38,789.14	$2,246.95	($36,542.19)
SANITATION PCT.3-GASOLINE/DIESEL	$35,000.00	$35,500.00	$9,840.00	$1,968.00	645.88	4,521.17	$20,345.26	$9,677.50	($10,667.76)
SANITATION PCT.4-GASOLINE/DIESEL	$45,500.00	$45,500.00	$27,757.00	$5,551.40	1,821.92	12,753.46	$57,390.58	$15,713.00	($41,677.58)
SHERIFF-GASOLINE/DIESEL	$1,290,000.00	$1,306,000.00	$539,726.52	$107,945.30	35,426.75	247,987.24	$1,115,942.59	$535,618.07	($580,324.52)
TAX OFF-GASOLINE/DIESEL	$6,000.00	$6,000.00	$242.57	$48.51	15.92	111.45	$501.54	$5,344.00	$4,842.46
TX AGRILIFE EXT-GASOLINE/DIESEL	$6,600.00	$6,600.00	$1,106.06	$221.21	72.60	508.20	$2,286.90	$3,466.00	$1,179.10
	$1,988,800.00	**$2,053,623.97**	**$709,956.32**	**$141,991.26**	**46,600.35**	**326,202.44**	**$1,467,911.00**	**$845,794.73**	**($622,116.27)**

$5.00 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 5.00	Available Balance as of June 2008	Estimated Funding Required For Year End
BLDG MINOR ST-GASOLINE/DIESEL	$15,000.00	$15,000.00	$1,619.96	$323.99	106.33	744.32	$3,721.60	$5,000.00	$1,278.40
CO CLERK-GASOLINE/DIESEL	$10,000.00	$9,430.00	$1,358.96	$271.79	89.20	624.40	$3,122.00	$3,443.00	$321.00
CO CLERK RECORD ARCHAIVE-GASOLINE/DIESEL	$0.00	$10,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
CONSTABLE PCT.1-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,488.49	$697.70	228.98	1,602.85	$8,014.25	$1,983.00	($6,031.25)
CONSTABLE PCT.2-GASOLINE/DIESEL	$30,000.00	$30,000.00	$358.75	$71.75	23.55	164.83	$824.17	$0.00	($824.17)
CONSTABLE PCT.3-GASOLINE/DIESEL	$50,000.00	$50,000.00	$12,324.76	$2,464.95	808.98	5,662.84	$28,314.18	$31,165.00	$2,850.82
CONSTABLE PCT.4-GASOLINE/DIESEL	$30,000.00	$30,000.00	$7,344.43	$1,468.89	482.08	3,374.53	$16,872.66	$15,141.00	($1,731.66)
CONSTABLE PCT.5-GASOLINE/DIESEL	$25,000.00	$25,000.00	$4,246.64	$849.33	278.74	1,951.20	$9,755.98	$82.85	($9,673.13)
CRTHSE PK LOT-GASOLINE/DIESEL	$7,000.00	$7,000.00	$1,078.10	$215.62	70.76	495.35	$2,476.76	$14.50	($2,462.26)
DBM-SAFETY DIV-GASOLINE/DIESEL	$20,000.00	$20,000.00	$4,258.62	$851.72	279.53	1,956.70	$9,783.51	$4,995.00	($4,788.51)
ELECTIONS DEPT-GASONLINE/DIESEL	$15,000.00	$15,000.00	$0.00	$0.00	-	-	$0.00	$10,000.00	$10,000.00
EMERG SRVS-FM-GASOLINE/DIESEL	$22,000.00	$22,000.00	$3,832.49	$766.50	251.56	1,760.91	$8,804.54	$7,039.00	($1,765.54)
EMERG SRVS-EM-GASOLINE/DIESEL	$0.00	$38,000.00	$11,608.24	$2,321.65	761.95	5,333.62	$26,668.09	$20,019.11	($6,648.98)
GEN GOVT BLDG-GASOLINE/DIESEL	$45,000.00	$45,000.00	$8,528.34	$1,705.67	559.79	3,918.50	$19,592.51	$19,649.00	$56.49
HEALTH ADM-GASOLINE/DIESEL	$65,000.00	$65,000.00	$19,805.52	$3,961.10	1,300.00	9,100.01	$45,500.05	$2,448.00	($43,052.05)
JAIL-GASOLINE/DIESEL	$47,000.00	$47,000.00	$0.00	$0.00	-	-	$0.00	$37,000.00	$37,000.00
JUV DET HM-GASOLINE/DIESEL	$2,500.00	$5,500.00	$419.07	$83.81	27.51	192.55	$962.75	$993.97	$31.22
PLANNING DEPT-GASOLINE/DIESEL	$18,200.00	$18,093.97	$5,717.47	$1,143.49	375.29	2,627.00	$13,134.98	$67.05	($13,067.93)
PURCHASING-GASOLINE/DIESEL	$3,000.00	$3,000.00	$786.93	$157.39	51.65	361.57	$1,807.85	$811.00	($996.85)
SANITATION PCT.1-GASOLINE/DIESEL (BULK)	$140,000.00	$140,000.00	$25,747.00	$5,149.40	1,689.99	11,829.93	$59,149.66	103,877.73	$44,728.07
SANITATION PCT.2-GASOLINE/DIESEL	$39,000.00	$37,000.00	$18,760.40	$3,752.08	1,231.40	8,619.81	$43,099.05	$2,246.95	($40,852.10)
SANITATION PCT.3-GASOLINE/DIESEL	$35,000.00	$35,500.00	$9,840.00	$1,968.00	645.88	4,521.17	$22,605.84	$9,677.50	($12,928.34)
SANITATION PCT.4-GASOLINE/DIESEL	$45,500.00	$45,500.00	$27,757.00	$5,551.40	1,821.92	12,753.46	$63,767.31	$15,713.00	($48,054.31)
SHERIFF-GASOLINE/DIESEL	$1,290,000.00	$1,306,000.00	$539,726.52	$107,945.30	35,426.75	247,987.24	$1,239,936.21	$535,618.07	($704,318.14)
TAX OFF-GASOLINE/DIESEL	$6,000.00	$6,000.00	$242.57	$48.51	15.92	111.45	$557.27	$5,344.00	$4,786.73
TX AGRILIFE EXT-GASOLINE/DIESEL	$6,600.00	$6,600.00	$1,106.06	$221.21	72.60	508.20	$2,541.00	$3,466.00	$925.00
	$1,988,800.00	**$2,053,623.97**	**$709,956.32**	**$141,991.26**	**46,600.35**	**326,202.44**	**$1,631,012.22**	**$845,794.73**	**($785,217.49)**

HIDALGO COUNTY

Department Of Budget & Management

Gasoline / Diesel Projected Expenditures for Year End

ROAD & BRIDGE

As of June 17, 2008

$4.00 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 4.00	Available Balance as of June 2008	Estimated Funding Required For Year End
CO SHOP	$8,593.92	$13,292.92	$1,727.71	$345.54	113.40	793.83	$3,175.31	$255.80	($2,919.51)
ROW DEPT	$20,000.00	$20,000.00	$7,414.32	$1,482.86	486.66	3,406.65	$13,626.58	$8,087.24	($5,539.34)
PCT. 1 R&B	$300,000.00	$300,000.00	$53,305.18	$10,661.04	3,498.86	24,492.04	$97,968.17	$195,936.74	$97,968.57
PCT. 2 RD ADM	$2,000.00	$1,000.00	$0.00	$0.00	-	-	$0.00	$1,000.00	$1,000.00
PCT. 2 R&B	$152,595.00	$152,595.00	$67,963.32	$13,592.66	4,461.00	31,226.99	$124,907.97	$53,207.83	($71,700.14)
PCT. 3 R&B	$180,000.00	$300,500.00	$172,987.31	$34,597.46	11,354.60	79,482.19	$317,928.76	$111,668.96	($206,259.80)
PCT. 4 R&B	$160,500.00	$160,500.00	$80,991.42	$16,198.28	5,316.14	37,212.99	$148,851.97	$9,422.86	($139,429.11)
	$823,688.92	**$947,887.92**	**$384,389.26**	**$76,877.85**	**25,230.67**	**176,614.69**	**$706,458.76**	**$379,579.43**	**($326,879.33)**

$4.25 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 4.25	Available Balance as of June 2008	Estimated Funding Required For Year End
CO SHOP	$8,593.92	$13,292.92	$1,727.71	$345.54	113.40	793.83	$3,373.77	$255.80	($3,117.97)
ROW DEPT	$20,000.00	$20,000.00	$7,414.32	$1,482.86	486.66	3,406.65	$14,478.24	$8,087.24	($6,391.00)
PCT. 1 R&B	$300,000.00	$300,000.00	$53,305.18	$10,661.04	3,498.86	24,492.04	$104,091.18	$195,936.74	$91,845.56
PCT. 2 RD ADM	$2,000.00	$1,000.00	$0.00	$0.00	-	-	$0.00	$1,000.00	$1,000.00
PCT. 2 R&B	$152,595.00	$152,595.00	$67,963.32	$13,592.66	4,461.00	31,226.99	$132,714.72	$53,207.83	($79,506.89)
PCT. 3 R&B	$180,000.00	$300,500.00	$172,987.31	$34,597.46	11,354.60	79,482.19	$337,799.31	$111,668.96	($226,130.35)
PCT. 4 R&B	$160,500.00	$160,500.00	$80,991.42	$16,198.28	5,316.14	37,212.99	$158,155.22	$9,422.86	($148,732.36)
	$823,688.92	**$947,887.92**	**$384,389.26**	**$76,877.85**	**25,230.67**	**176,614.69**	**$750,612.44**	**$379,579.43**	**($371,033.01)**

$4.50 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 4.50	Available Balance as of June 2008	Estimated Funding Required For Year End
CO SHOP	$8,593.92	$13,292.92	$1,727.71	$345.54	113.40	793.83	$3,572.23	$255.80	($3,316.43)
ROW DEPT	$20,000.00	$20,000.00	$7,414.32	$1,482.86	486.66	3,406.65	$15,329.90	$8,087.24	($7,242.66)
PCT. 1 R&B	$300,000.00	$300,000.00	$53,305.18	$10,661.04	3,498.86	24,492.04	$110,214.19	$195,936.74	$85,722.55
PCT. 2 RD ADM	$2,000.00	$1,000.00	$0.00	$0.00	-	-	$0.00	$1,000.00	$1,000.00
PCT. 2 R&B	$152,595.00	$152,595.00	$67,963.32	$13,592.66	4,461.00	31,226.99	$140,521.47	$53,207.83	($87,313.64)
PCT. 3 R&B	$180,000.00	$300,500.00	$172,987.31	$34,597.46	11,354.60	79,482.19	$357,669.86	$111,668.96	($246,000.90)
PCT. 4 R&B	$160,500.00	$160,500.00	$80,991.42	$16,198.28	5,316.14	37,212.99	$167,458.47	$9,422.86	($158,035.61)
	$823,688.92	**$947,887.92**	**$384,389.26**	**$76,877.85**	**25,230.67**	**176,614.69**	**$794,766.11**	**$379,579.43**	**($415,186.68)**

$5.00 PRICE PER GALLON

Department Name	2008 Budget Approved	2008 Adjusted Budget	Expenditures as of May 2008	Est. Monthly Expenditues	Est. Gallons per Month @ 3.047	Est. Gallons For Year End	Cost of Gallons For Year End @ 5.00	Available Balance as of June 2008	Estimated Funding Required For Year End
CO SHOP	$8,593.92	$13,292.92	$1,727.71	$345.54	113.40	793.83	$3,969.14	$255.80	($3,713.34)
ROW DEPT	$20,000.00	$20,000.00	$7,414.32	$1,482.86	486.66	3,406.65	$17,033.23	$8,087.24	($8,945.99)
PCT. 1 R&B	$300,000.00	$300,000.00	$53,305.18	$10,661.04	3,498.86	24,492.04	$122,460.21	$195,936.74	$73,476.53
PCT. 2 RD ADM	$2,000.00	$1,000.00	$0.00	$0.00	-	-	$0.00	$1,000.00	$1,000.00
PCT. 2 R&B	$152,595.00	$152,595.00	$67,963.32	$13,592.66	4,461.00	31,226.99	$156,134.97	$53,207.83	($102,927.14)
PCT. 3 R&B	$180,000.00	$300,500.00	$172,987.31	$34,597.46	11,354.60	79,482.19	$397,410.95	$111,668.96	($285,741.99)
PCT. 4 R&B	$160,500.00	$160,500.00	$80,991.42	$16,198.28	5,316.14	37,212.99	$186,064.96	$9,422.86	($176,642.10)
	$823,688.92	**$947,887.92**	**$384,389.26**	**$76,877.85**	**25,230.67**	**176,614.69**	**$883,073.46**	**$379,579.43**	**($503,494.03)**

AI-9807 **18.K.**

2009 Annual Budget Calendar
CC REGULAR

Date: 06/17/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Presentation, discussion, and appropriate action on the proposed 2009 Annual Budget Calendars and the Budget Process

BACKGROUND

Fiscal Impact

Attachments

Link: 2009 Budget Outline

Link: 2009 Budget Process Calendar

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 04:51 PM	APRV
2	Erika Reyna	Erika Reyna	06/13/2008 04:57 PM	APRV
3	Auditor's Office	Arcilia Duran	06/13/2008 05:12 PM	APRV
4	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Angela Garcia Started On: 06/13/2008 03:57 PM

Final Approval Date: 06/13/2008

COUNTY OF HIDALGO, TEXAS

2009 BUDGET OUTLINE

Department of
Budget & Management

Training

The Department of Budget and Management will provide training to all departments on how to operate the Budget Application Program (BAP) and familiarize with Budget Polices and Procedures

Budget Request

All County Departments are responsible for entering their budget request for the 2009 budget year into BAP (Budget Application Program).

Budget Recommendation

The Budget Officer has responsibility for submitting a 2009 Proposed Budget to Commissioners' Court. Budget Division staff tabulate, compile, and analyze all departmental requests and prepare all necessary reports and/or data for use during Commissioners' Court budget workshops and/or deliberations.

Departmental Meetings

The Department of Budget and Management will meet with departments to review budget requests and to negotiate recommended budget levels. Requests exceeding the recommended level that cannot be negotiated will be identified as budget issues for Commissioner's Court resolution.

Workshops

Commissioners Court and the Budget Officer will conduct budget workshops to address budget issues, to develop proposals for employee benefits, to determine cost of living salary adjustments, and to address requests for new positions and for position reclassifications.

Budget Adoption

Commissioners Court is responsible for approving (adopting) the annual budget. Prior to the adoption of the budget, the Commissioners Court will review the recommended budget and revise, alter, increase or decrease budget items as it deems necessary in view of the needs of the County and the available resources.

Important Budget Dates

Training	6/19
Request Entry	6/23
Request Due Date	6/30
Departmental Meetings	7/14
Workshops	7/29
Proposed Budget	9/16
Adoption of Budget	9/23

The county files a copy of the proposed budget with the County Clerk and the County Auditor. The proposed budget will be available for review by the citizens of Hidalgo County.

Hidalgo County

2009 Budget Process Calendar

Departmental

Begin Date	Due Date	Action / Activity	Responsible Department/s
17-Jun	17-Jun	SEND 2009 BUDGET PREPARATION BULLETIN TO ALL DEPARTMENTS	DEPARTMENT OF BUDGET & MANAGEMENT
19-Jun	20-Jun	2009 BUDGET APPLICATION PROGRAM (BAP) BUDGET PREPARATION TRAINING	DEPARTMENT OF BUDGET AND MANAGEMENT /ALL DEPARTMENTS
23-Jun	27-Jun	2008 BUDGET PREPARATION AND DATA ENTRY ON BAP	ALL DEPARTMENTS
27-Jun	27-Jun	COMPLETION AND SUBMITTAL OF 2009 BUDGET REQUESTS	ALL DEPARTMENTS
14-Jul	14-Jul	DEVELOP 2009 PRELIMINARY REVENUE ESTIMATES	DEPARTMENT OF BUDGET & MANAGEMENT
22-Jul	22-Jul	BUDGET WORKSHOP - 2009 ESTIMATED REVENUES/DEBT SERVICE	DEPARTMENT OF BUDGET & MANAGEMENT
30-Jun	14-Jul	COMPILE, REVIEW AND ANALYZE DEPARTMENTAL BUDGET REQUESTS	DEPARTMENT OF BUDGET & MANAGEMENT
14-Jul	25-Jul	NEGOTIATE PRELIMINARY 2009 BUDGETS AND IDENTIFY DEPARTMENTAL BUDGET ISSUES - **DEPARTMENTAL MEETINGS**	DEPARTMENT OF BUDGET AND MANAGEMENT /ALL DEPARTMENTS
29-Jul	29-Jul	BUDGET WORKSHOP - DEPARTMENTAL BUDGET ISSUES	DEPARTMENT OF BUDGET AND MANAGEMENT/ALL DEPARTMENTS
29-Jul	29-Jul	BUDGET WORKSHOP - PROPOSED EMPLOYEE BENEFITS - INS. COLA	DEPARTMENT OF BUDGET & MANAGEMENT
5-Aug	5-Aug	BUDGET WORKSHOP - RECLASSIFICATIONS, ALLOWANCES, LAW ENF. STEP/GRADE	DEPARTMENT OF BUDGET & MANAGEMENT
6-Aug	22-Aug	DEVELOP 2009 PRELIMINARY BUDGET	DEPARTMENT OF BUDGET & MANAGEMENT
26-Aug	26-Aug	COMMISSIONER'S COURT BUDGET WORKSHOP - PRESENTATION OF ESTIMATED 2009 REVENUES AND DEPARTMENTAL REQUESTS	DEPARTMENT OF BUDGET & MANAGEMENT

AI-9717 **19.A.**

subrogration of claim

CC REGULAR

Date: 06/17/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on assignment of health insurance claim subrogation - Acct.#1991635568196.

BACKGROUND

Fiscal Impact

Attachments

Link: claim

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/11/2008 08:22 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/12/2008 08:00 AM	APRV
3	Auditor's Office		06/12/2008 08:00 AM	NEW
4	Purchasing Department		06/12/2008 08:00 AM	
5	Court Administrator (Originator)		06/12/2008 08:00 AM	
Form Started By: Monica Badillo			Started On: 06/10/2008 03:00 PM	
Final Approval Date: 06/12/2008				

MUTUAL of OMAHA
Begin today.

Secure Mailbox

? HELP

VIEW MESSAGE

SUBJECT: client legal notification Cano N 1991635568196
FROM: Cathy.Smith@mutualofomaha.com
TO: fred.reyna@co.hidalgo.tx.us
SENT: Mon 09 Jun 2008 09:47:55 CDT
EXPIRES: Wed 09 Jul 2008 09:47:55 CDT

Reply Reply to All

Hello Fred.
Please review and advise how Hidalgo County would like this handled. You may prefer to handle this locally yourselves, rather than have Accent handle, but you will need to let us know. Thanks!

ACCENT CLIENT/ LEGAL NOTIFICATION REQUEST

Account Number: 1991635568196

Insured: Guadalupe Cano Jr.
Patient: Nicolas Cano-Deceased Date of
Accident: 11/7/2007
Group #: G000970A Hidalgo County-cancelled 2-1-08 12 months
run-out Type of Accident: MVA
ID #

Attorney/ Adjuster (Phone) #: Michael Jolly 713-237-8383
Requesting: Legal Referral
Current Amount: $296,763.29
Total Settlement Amount: not yet settled
Type of Plan: Self Funded ERISA

Detail/ History of case: On November 7, 2007, the dependent, Nicolas Cano, was involved in a motor vehicle accident where he was riding his motorcycle and was struck by the tort vehicle, a pharmacy truck that ran a stop sign. There is clear liability and two policies, one worth $250,000.00 and the other worth 1 million. The patient died as a result of his injuries eleven days after the accident. As a result of the hospitalization due to this accident the health insurance paid claims totaling $296,763.29.

Issue: The parent's of the patient are divorced and the mother is filing in

probate court for the estate of the patient, that attorney is trying to put an end to any claims made on the estate. The attorney of the mother will go before a judge who will be informed that there is a subrogation claim. They will then do notice by publication, which means the courts will place an ad in the local paper that will notify Accent so there could be a claim filed. They will do this in the local paper in Texas even though Accent and Mutual of Omaha are out of state.

Recommendation: Mr. Jolly, the attorney for the policy holder and deceased patient, suggested that Accent hire their own counsel to become part of the probate hearing. The Hidalgo County probate court is in Edinburg, Texas. Cause # P32600. The name of the case is Re: Estate if Nicholas Guadalupe Cano.

Cathy Smith
Customer Service Specialist
Woodward Health Care Service Center
cathy.smith@mutualofomaha.com
Phone 580-571-8539
Fax 580-256-2324

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AI-9810 **19.B.**

Security Services

CC REGULAR

Date: 06/17/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion and appropriate action to extend existing contracted Security Services to the South Tower Community Resource Center.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Angela Garcia	Started On: 06/13/2008 05:13 PM
Final Approval Date: 06/13/2008	

AI-9767 **20.D.**

SWEPI LP V. RAILROAD COMMISSION
CC REGULAR

Date: 06/17/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. D-1-GNO6-003322, SWEPI L.P. v. Railroad Commission

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 02:49 PM	APRV
2	Auditor's Office	Arcilia Duran	06/12/2008 02:57 PM	APRV
3	Purchasing Department	Marty Salazar	06/12/2008 06:18 PM	APRV
4	Court Administrator	Angela Garcia	06/13/2008 07:48 AM	APRV

Form Started By: Angela Garcia Started On: 06/12/2008 09:07 AM

Final Approval Date: 06/13/2008

AI-9800 **20.E.**

Personnel Action
CC REGULAR

Date: 06/17/2008
Submitted By: Valde Guerra, COMMISSIONERS' COURT EXEC. OFFICER
Department: COMMISSIONERS' COURT EXEC. OFFICER
Agenda Area: Closed Session

Information

CAPTION

Dismissal of Hidalgo County Elections Administrator.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 01:55 PM	APRV
2	Auditor's Office	Arcilia Duran	06/13/2008 02:04 PM	APRV
3	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Valde Guerra — Started On: 06/13/2008 11:50 AM

Final Approval Date: 06/13/2008

AI-9808 **20.F.**

Cause No.: CL-08-1217-D

CC REGULAR

Date: 06/17/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No.: CL-08-1217-D; Jay Willis, Individually and d/b/a Sandpiper Resort L.C. vs County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Norma Silva Started On: 06/13/2008 04:27 PM

Final Approval Date: 06/13/2008

AI-9768 **21.D.**

SWEPI L.P. v. Railroad Commission
CC REGULAR

Date: 06/17/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Steve Crain
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No. D-1-GNO6-003322, SWEPI L.P. v. Railroad Commission

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/12/2008 03:45 PM	APRV
2	Auditor's Office	Arcilia Duran	06/12/2008 03:49 PM	APRV
3	Purchasing Department	Marty Salazar	06/12/2008 06:18 PM	APRV
4	Court Administrator	Angela Garcia	06/13/2008 07:48 AM	APRV

Form Started By: Angela Garcia Started On: 06/12/2008 09:12 AM

Final Approval Date: 06/13/2008

AI-9790 **21.E.**

UPL

CC REGULAR

Date: 06/17/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Steve Crain

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

1. Termination of UPL Escrow Representative Agreement.
2. Termination of UPL Escrow Agreement.
3. Agreement to terminate Hidalgo County UPL Indigent Care Affiliation Agreement.
4. Amendment of UPL Escrow Agreement.
5. Hidalgo County UPL Indigent Care Affiliation Agreement.

BACKGROUND

Fiscal Impact

Attachments

Link: Item A back-up

Link: Item B back-up

Link: Item C back-up

Link: Item D back-up

Link: Item E back-up

Form Routing/Status

Form Started By: Angela Garcia	Started On: 06/13/2008 09:03 AM
Final Approval Date: 06/13/2008	

TERMINATION OF ESCROW REPRESENTATIVE AGREEMENT

THIS TERMINATION OF THE ESCROW REPRESENTATIVE AGREEMENT ("Termination") is made and entered into this ___ day of June, 2008, by and among the hospitals listed below (collectively, the "Affiliated Hospitals") and Hidalgo County ("County").

WITNESSETH

Recitals. The County and the Affiliated Hospitals have entered into the Hidalgo County Escrow Representative Agreement dated December 28, 2006, as amended on April 24, 2007 (together, the "Escrow Representative Agreement"). The County and the Affiliated Hospitals desire to terminate the Escrow Agreement and, as a result, terminate the Escrow Representative Agreement.

NOW THEREFORE, in consideration of the recitals and other consideration, the parties agree as follows:

1. *Termination of Escrow Representative Agreement*. The County and the Affiliated Hospitals hereby terminate the Escrow Representative Agreement as of the date set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

COUNTY:

HIDALGO COUNTY

By_____
The Honorable J.D. Salinas
County Judge

AFFILIATED HOSPITALS:

DOCTORS HOSPITAL AT RENAISSANCE

By_____
Lawrence Gelman, MD, Chief Executive Officer

EDINBURG REGIONAL MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

KNAPP MEDICAL CENTER

By_____
James A. Summersett III, Chief Executive Officer

McALLEN MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

MISSION REGIONAL MEDICAL CENTER

By_____
Javier Iruegas, Chief Executive Officer

COLUMBIA RIO GRANDE HEALTHCARE, L.P., D/B/A RIO GRANDE REGIONAL HOSPITAL
By: Rio Grande Regional Hospital, Inc., its general partner

By_____
Maura Walsh, Senior Vice President

72308

TERMINATION OF ESCROW AGREEMENT

This **Termination of the Escrow Agreement** (the "Termination") is entered as of the __ day of June, 2008 ("Effective Date") by and between Hidalgo County (the "County"), McAllen Medical Center, Edinburg Regional Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center, Knapp Medical Center, and Doctor's Hospital at Renaissance (collectively the "Affiliated Hospitals"), and First National Bank, a national bank ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Affiliated Hospitals, the County, and the Escrow Agent have previously entered into the Escrow Agreement ("Escrow Agreement"), effective December 29, 2006;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the receipt and adequacy of which are for all purposes acknowledged and confessed herein, the parties hereby agree as follows:

1. This Termination serves to terminate the Escrow Agreement in its entirety as of the Effective Date.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the date set forth above.

COUNTY: **COUNTY OF HIDALGO, TEXAS**

By_____
The Honorable J.D. Salinas
County Judge

AFFILIATED HOSPITALS:

DOCTORS HOSPITAL AT RENAISSANCE

By_____
Lawrence Gelman, MD, Chief Executive Officer

EDINBURG REGIONAL MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

KNAPP MEDICAL CENTER

By_____
James A. Summersett III, Chief Executive Officer

McALLEN MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

MISSION REGIONAL MEDICAL CENTER

By_____
Javier Iruegas, Chief Executive Officer

COLUMBIA RIO GRANDE HEALTHCARE, L.P., D/B/A RIO GRANDE REGIONAL HOSPITAL
By: Rio Grande Regional Hospital, Inc., its general partner

By_____
Maura Walsh, Senior Vice President

ESCROW AGENT: **FIRST NATIONAL BANK**

By_____
Eddie Leal, Senior Vice President

#72305

AGREEMENT TO TERMINATE
HIDALGO COUNTY
INDIGENT CARE AFFILIATION AGREEMENT

This Termination Agreement (this "Agreement") is made and entered into by and by and among Hidalgo County ("County"), McAllen Medical Center, Edinburg Regional Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center, Knapp Medical Center, and Doctors Hospital at Renaissance (together, the "Affiliated Hospitals")

RECITALS

WHEREAS, the Affiliated Hospitals and the County entered into the Hidalgo County Indigent Care Affiliation Agreement effective January 1, 2005 (the "Affiliation Agreement"); and

WHEREAS, the County and the Affiliated Hospitals desire to terminate the Affiliation Agreement.

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

ARTICLE I

On the terms set forth herein, the County and the Affiliated Hospitals mutually agree to terminate the Affiliation Agreement, effective as of June __, 2008 (the "Effective Date").

ARTICLE II

The County and the Affiliated Hospitals shall have no continuing obligations under the Affiliation Agreement, including any obligations accruing prior to the date of termination and any obligations or agreements that expressly extend beyond the Effective Date.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By_____
J.D. Salinas, County Judge

AFFILIATED HOSPITALS:

DOCTORS HOSPITAL AT RENAISSANCE

By_____
Lawrence Gelman, MD, Chief Executive Officer

EDINBURG REGIONAL MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

KNAPP MEDICAL CENTER

By_____
James A. Summersett III, Chief Executive Officer

McALLEN MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

MISSION REGIONAL MEDICAL CENTER

By_____
Javier Iruegas, Chief Executive Officer

COLUMBIA RIO GRANDE HEALTHCARE, L.P.,
DBA RIO GRANDE REGIONAL HOSPITAL
By: Rio Grande Regional Hospital, Inc., its general partner

By_____
Maura Walsh, Senior Vice President

GL-LAW-#72328

AMENDMENT OF ESCROW AGREEMENT

This **Amendment of the Escrow Agreement** (the "Amendment") is entered as of the __ day of June, 2008 ("Effective Date") by and between Hidalgo County (the "County"), McAllen Medical Center, Edinburg Regional Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center, Knapp Medical Center, and Doctor's Hospital at Renaissance (collectively the "Affiliated Hospitals"), and First National Bank, a national bank ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Affiliated Hospitals, the County, and the Escrow Agent have previously entered into the Escrow Agreement ("Escrow Agreement"), effective December 29, 2006;

WHEREAS, the parties desire to amend the terms of the Escrow Agreement as set forth below;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the receipt and adequacy of which are for all purposes acknowledged and confessed herein, the parties hereby agree as follows:

1. Section 7(c) of the Escrow Agreement is hereby revised to read as follows:

   "(c) Upon termination, the Escrow Agent shall remove all restrictions on County's distribution of funds held in the Escrow Account."

2. Section 20 of the Escrow Agreement is hereby revised to read as follows:

   "20. *Termination*. This Agreement shall terminate upon the written agreement of the parties."

[Remainder of this Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the date set forth above.

COUNTY: **COUNTY OF HIDALGO, TEXAS**

By_____
The Honorable J.D. Salinas
County Judge

AFFILIATED HOSPITALS:

DOCTORS HOSPITAL AT RENAISSANCE

By_____
Lawrence Gelman, MD, Chief Executive Officer

EDINBURG REGIONAL MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

KNAPP MEDICAL CENTER

By_____
James A. Summersett III, Chief Executive Officer

McALLEN MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

MISSION REGIONAL MEDICAL CENTER

By_____
Javier Iruegas, Chief Executive Officer

COLUMBIA RIO GRANDE HEALTHCARE, L.P., D/B/A RIO GRANDE REGIONAL HOSPITAL
By: Rio Grande Regional Hospital, Inc., its general partner

By_____
Maura Walsh, Senior Vice President

ESCROW AGENT: **FIRST NATIONAL BANK**

By_____
Eddie Leal, Senior Vice President

#72342

HIDALGO COUNTY INDIGENT CARE AFFILIATION AGREEMENT

This Hidalgo County Indigent Care Affiliation Agreement (the "Agreement") is entered into as of the ___ day of June, 2008 ("Effective Date"), by and among Hidalgo County ("County"), McAllen Medical Center, Edinburg Regional Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center, Knapp Medical Center, and Doctor's Hospital at Renaissance whose addresses are listed in Section 6.3 of this Agreement (together, the "Affiliated Hospitals").

R E C I T A L S:

WHEREAS, the Affiliated Hospitals and the County collectively provide over $50 million in uncompensated care to indigent persons annually, which comprises approximately 100% of the uncompensated care to indigent persons provided by hospitals in Hidalgo County;

WHEREAS, the State's under-funding of, and reductions in eligibility for, Medicaid increases the volumes of indigent persons who rely on hospital emergency room services as the source of primary healthcare and shifts the burden for indigent care to the Affiliated Hospitals, the County, and local community;

WHEREAS, the County and Affiliated Hospitals recognize that the State will continue to under-fund the Texas Medicaid program and that the indigent numbers in the community will continue to grow;

WHEREAS, the County and Affiliated Hospitals desire to ensure that indigent persons have access to and receive quality hospital services;

WHEREAS, the County and Affiliated Hospitals recognize that they need to cooperate to ensure their ability to deliver cost efficient healthcare services to indigent patients in Hidalgo County; and

WHEREAS, the County and Affiliated Hospitals recognize that it is in the County's best interest to access federal funding for indigent persons to which Affiliated Hospitals are entitled under Medicaid supplemental payment principles;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Indigent Care Collaborative" means the mechanism employed by the Affiliated Hospitals and the County to assess opportunities to improve indigent services identified in the community.

1.2 "Hidalgo UPL" means the Hidalgo County Medicaid supplemental payment program developed for the Affiliated Hospitals in Hidalgo County pursuant to Texas Medicaid State Plan Amendment No. 05-001.

2.0 INDIGENT CARE COLLABORATION

Improving Access to Healthcare for Indigent. The Indigent Care Collaborative will assess the healthcare for indigent persons residing in the community through participation in the upper payment limit program.

3.0 REPRESENTATIONS AND WARRANTIES

3.1 **Affiliated Hospital Representations and Warranties.** Each Affiliated Hospital independently represents and warrants that:

a. It is a Texas corporation or partnership, duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects;

b. There is no agreement to condition the amount transferred by the County nor the amount of Medicaid supplemental payments on the amount of indigent care an Affiliated Hospital has provided or will provide;

c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by the County nor the amount of any Medicaid supplemental payment the Affiliated Hospital might receive;

d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospitals; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated intergovernmental transfer ("IGT") from the County has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals;

e. The County has not received and will not receive refunds of payments the County made or makes to the Affiliated Hospitals for any purpose in consideration for an IGT by the County to fund Medicaid supplemental payments;

f. The execution, delivery, and performance by the Affiliated Hospital of this Agreement are within the Affiliated Hospital's powers, are not in contravention of any other instruments governing the Affiliated Hospital and have been duly authorized and approved by the Board of Directors of the Affiliated Hospital as and to the extent required by applicable law;

g. Neither the Affiliated Hospital, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances which may result in the exclusion of the Affiliated Hospital, or any of its representatives, from participation in Federal health care programs; and

h. This Agreement has been duly and validly executed and delivered by the Affiliated Hospital.

3.2 **County Representations and Warranties.** The County represents and warrants that:

a. It is a body politic and a political subdivision of the State of Texas, duly established and created pursuant to the Texas Constitution with all requisite power and authority to enter into this Agreement in all respects;

b. There is no agreement to condition the amount transferred by the County nor the amount of Medicaid supplemental payments on the amount of indigent care an Affiliated Hospital has provided or will provide;

c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by the County nor the amount of any Medicaid supplemental payment the Affiliated Hospital might receive;

d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospitals; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated IGT from the County has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals;

e. The County has not received and will not receive refunds of payments the County made or makes to the Affiliated Hospitals for any purpose in consideration for an IGT by the County to fund Medicaid supplemental payments;

f. The execution, delivery, and performance by the County of this Agreement are within the County's powers, are not in contravention of any other instruments governing the County, and have been duly authorized and approved by the Commissioners Court of the County as and to the extent required by applicable law;

g. This Agreement has been duly and validly executed by the County; and

h. The County receives ad valorem tax revenues from property owners in the County.

4.0 OBLIGATIONS OF THE AFFILIATED HOSPITALS

4.1 **Agreement to Collaborate with the County.** The Affiliated Hospitals agree to work cooperatively with the County and one another to improve access to health care for indigent persons.

4.2 **Documentation.** The Affiliated Hospitals agree to provide the County documentation that demonstrates the amount and types of health care (including indigent health care and Medicaid services historically provided in the community) as requested by the County, but no more frequently than quarterly.

4.3 **Compliance with State and Federal Law.** The Affiliated Hospitals agree to retain qualified professionals to ensure Health Care Services are provided in compliance with applicable laws.

4.4 **Indigent Care Program Participation.** At all times during the term of this Agreement, each Affiliated Hospital shall use its best efforts to maintain its qualifications for participation in the Medicaid and Medicare programs.

4.5 **Compliance with HIPAA.** To the extent applicable to this Agreement, the Affiliated Hospitals agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Affiliated Hospitals agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the Affiliated Hospitals agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, an Affiliated Hospital shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. Each

Affiliated Hospital will also indemnify and hold the other Affiliated Hospitals and the County harmless if any amount of reimbursement is denied or disallowed because of the Affiliated Hospital's failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If the Affiliated Hospital carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42 U.S.C. § 1395x(v)(1) and the regulations thereto.

5.0 OBLIGATIONS OF THE COUNTY

5.1 **Agreement to Cooperate with the Affiliated Hospitals.** The County agrees to work cooperatively with the Affiliated Hospitals to improve access to health care for indigent persons.

5.2 **No Condition on Medicaid Funding**. The County agrees that it will not condition the amount to which it funds the non-federal share of supplemental payments on a specified or required minimum amount of prospective indigent care.

5.3 **Retrospective Evaluation of Services**. The County may retrospectively evaluate the amount and impact of the Affiliated Hospitals' indigent care delivery and can rely on such historical information in determining whether and to what degree it will provide an IGT and/or set aside government funds in an escrow account in the future.

5.4 **Documents Publicly Available**. The County agrees to make publicly available any documentation utilized in connection with intergovernmental transfers of funds.

5.5 **Use of Ad Valorem Tax Revenues**. To the extent the County decides to provide funding for the Medicaid upper payment limit program, the County agrees to use its ad valorem tax revenues for such funding.

5.6 **Compliance with HIPAA.** The County agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The County agrees not

to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the County agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the County shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. The County will also indemnify and hold the Affiliated Hospitals harmless if any amount of reimbursement is denied or disallowed because of the County's failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If the County carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a twelve (12) month period with a related individual or organization, the County agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42 U.S.C. § 1395.

6.0 GENERAL PROVISIONS

6.1 **Admission of New Affiliated Hospitals.** Upon the prior written consent of the Affiliated Hospitals, the County may amend this Agreement to add one or more Affiliated Hospitals. A copy of any such amendment shall be provided to each party to this Agreement at the address set forth in Section 6.3 below.

6.2 **Term and Termination.** Any party may terminate its participation in this Agreement by providing notice to all other parties ninety (90) days prior to the beginning of the State Fiscal Year on September 1st. So long as the County does not elect to terminate this Agreement, its provisions shall continue for the remaining Affiliated Hospitals upon termination by any hospital.

6.3 **Notices.** All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, by overnight carrier, by email, or by United States mail, postage prepaid, registered or certified mail, addressed to the parties as follows:

County: Hidalgo County
100 E. Cano 2nd Floor
P.O. Box 1356
Edinburg, Texas 78539
Attn: County Judge

Affiliated Hospitals:

Doctors Hospital at Renaissance
5501 South McColl
Edinburg, Texas 78539
Attn: Chief Executive Officer

Edinburg Regional Medical Center
1102 West Trenton Road
Edinburg, Texas 78539
Attn: Chief Executive Officer

Knapp Medical Center
1401 East Eighth Street
Weslaco, TX 78596
Attn: Chief Executive Officer

McAllen Medical Center
1401 East Trenton Road
Edinburg, TX 78539
Attn: Chief Executive Officer

Mission Regional Medical Center
900 S. Bryan Road
Mission, TX 78572-6613
Attn: Chief Executive Officer

Rio Grande Regional Hospital
101 East Ridge Road
McAllen, Texas 78503
Attn: Chief Executive Officer

With a Copy to:

Gjerset & Lorenz, LLP
2801 Via Fortuna, Suite 500
Austin, Texas 78746
Attn: James E. Gjerset

6.4 **Relationships between the Parties.** No party hereto is an agent or employee of any other party.

6.5 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Affiliated Hospitals understand that the County is a political subdivision of the State of Texas and governed by certain statutes applicable thereto.

6.6 **Assignment.** No party may assign any right, obligation, or responsibility under this Agreement except to a successor in interest.

6.7 **No Third Party Beneficiary.** The parties to this Agreement do not intend to establish any third party beneficiary relationships by virtue of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the date set forth above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By_____
J.D. Salinas, County Judge

AFFILIATED HOSPITALS:

DOCTORS HOSPITAL AT RENAISSANCE

By_____
Lawrence Gelman, MD, Chief Executive Officer

EDINBURG REGIONAL MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

KNAPP MEDICAL CENTER

By_____
James A. Summersett III, Chief Executive Officer

McALLEN MEDICAL CENTER

By_____
Douglas A. Matney, Group Director

MISSION REGIONAL MEDICAL CENTER

By_____
Javier Iruegas, Chief Executive Officer

COLUMBIA RIO GRANDE HEALTHCARE, L.P.,
DBA RIO GRANDE REGIONAL HOSPITAL
By: Rio Grande Regional Hospital, Inc., its general partner

By_____
Maura Walsh, Senior Vice President

#71873v2

AI-9801 **21.F.**

Personnel Action
CC REGULAR

Date: 06/17/2008
Submitted By: Valde Guerra, COMMISSIONERS' COURT EXEC. OFFICER
Department: COMMISSIONERS' COURT EXEC. OFFICER
Agenda Area: Open Session

Information

CAPTION

Dismissal of Hidalgo County Elections Administrator.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/13/2008 01:55 PM	APRV
2	Auditor's Office	Arcilia Duran	06/13/2008 02:04 PM	APRV
3	Purchasing Department		06/13/2008 05:44 PM	NEW

Form Started By: Valde Guerra — Started On: 06/13/2008 11:50 AM

Final Approval Date: 06/13/2008

AI-9809 **21.G.**

Cause No.: CL-08-1217-D

CC REGULAR

Date: 06/17/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No.: CL-08-1217-D; Jay Willis, Individually and d/b/a Sandpiper Resort, L.C. vs County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Norma Silva Started On: 06/13/2008 04:31 PM

Final Approval Date: 06/13/2008