

AI-9983

6.A.

**rescheduling of CC mtg of July 15th to July 11th
CC REGULAR**

Date: 07/08/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration, and action to reschedule the July 15, 2008 Commissioners Court meeting to Friday, July 11, 2008 due to lack of quorum while court members attend conference.

BACKGROUND

Judge will attend NACO Conference

Two Commissioners will be in Washington, DC at a conference

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 08:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 08:27 AM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 02:22 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 02:46 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	07/02/2008 04:03 PM	APRV

Form Started By: Monica Badillo

Started On: 07/01/2008 04:58 PM

Final Approval Date: 07/02/2008

AI-9946

8.A.

**HIDTA Task Force
CC REGULAR**

Date: 07/08/2008
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

Approval to authorize County Auditor to issue payment to the City of Mission Police Department in the amount of \$13,600.00 and the City of Pharr Police Department in the amount of \$6,971.77, pursuant to the Inter-local Governmental Agreement between the Hidalgo County HIDTA Task Force and the United States Immigration and Customs Enforcement and as part of the 2007 Grant number I7PSSP573Z between the County of Hidalgo and the Executive Office of the President Office of National Drug Control Policy.

BACKGROUND

The payments are to reimburse the Police Departments for overtime paid under the "Domestic Highway Enforcement" implemented by the United States Immigration and Customs Enforcement under the 2007 Grant number I7PSSP573Z.

The Interlocal Governmental Agreement between the Hidalgo County HIDTA Task Force and the United States Immigration and Customs Enforcement was approved by commissioners' court on January 22, 2008.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1291-412-00-270-010-7-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is \$27,200.00 as of 6/27/08.

Attachments

Link: Corrected ICE-Invoice
and Backup

Link: Copy of Interlocal
Agreement

Link: Copy of Award
Supplement

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	06/26/2008 03:49 PM	APRV
2	Dale Kennan	Dale Kennan	06/27/2008 08:46 AM	APRV
3	Auditor's Office	Becky Morales	07/01/2008 01:17 PM	APRV
4	Dale Kennan	Dale Kennan	07/01/2008 01:43 PM	APRV
5	Purchasing Department	Marty Salazar	07/01/2008 05:04 PM	APRV
6	Court Administrator	Angela Garcia	07/02/2008 01:31 PM	APRV

Form Started By: Nelda Olivarez

Started On: 06/26/2008 02:45 PM

Final Approval Date: 07/02/2008

DETAIL EXPENDITURE WORKSHEET

Award #: **I7PSSP573Z / U.S. Immigration and Customs Enforcement**
 Period: **June 1-30, 2008**
 Date: **June 26, 2008**

Code	Description	Amount This Period	Cumulative
PERSONNEL	Regular salary, including vacation and holiday, paid to agency employees	\$ -	
FRINGE	FICA, retirement, health, life, dental, other fringe benefits paid in accordance with agency policies	\$ -	
OVERTIME	Overtime pay to agency employees assigned to task force	\$ 20,571.78 ⁷	\$ 20,571.78 ⁷
TRAVEL	Operational (witness interview & managerial meetings), seminars, conferences/training/ local costs of travel in connection with above, including transportation, lodging, meals, and incidentals	\$ -	\$ -
FACILITIES	Lease of office space, warehouse, and other facilities, facility related services, including utilities (electricity, water, sewer, garbage), janitorial, alarm, and improvements/upgrades/ maintenance (repairs, fumigation)	\$ -	\$ -
SERVICES	All lease/rental of equipment, phones (local and long distance charges) pagers, radios, copiers, vehicles, computers, data lines, audio/visual, contractual services, compensation to workforce under contract for specific project, consultants <computer (planning, installation) investigative, litigation> insurance (planes, vehicles, professional), photo processing, repairs/maintenance (all except facilities)-service agreements, training/tuition (fees, course related books and supplies), postage and shipping, including courier service	\$ -	\$ -
EQUIPMENT	Communications equipment (audio, pagers, radios) office equipment (furniture, computer equipment, shredders, fax machines, copiers) surveillance equipment (specialized audio and phone equipment, lens, scopes, pen register, night vision equipment, etc), photographic and video equipment (cameras, lenses, etc.), transportation (vehicles, vans, planes, boats motorcycles, including accessories)	\$ -	\$ -
SUPPLIES	Books, directories, subscription to journals, vehicle fuel, lubricants, repair parts, uniforms, safety glasses, riot equipment, other (film)	\$ -	\$ -
OTHER COSTS	Purchase of evidence and information	\$ -	\$ -
		<u>\$ 20,571.78⁷</u>	<u>\$ 20,571.78⁷</u>

HIDALGO COUNTY HIDTA TASK FORCE

June 1-30, 2008

Award No. 17PSSP573 / ICE Overtime

8-1291-412-00-270-010-7-843 Description	Original Grant Award Budget	Grant Amendments	Amended Grant Award Dist Atty. Budget	June 2008	Total Project Expenditures	Unexpended Balance
Overtime						
<u>Mission Police Department</u>	13,600.00	0.00	13,600.00	13,600.00	13,600.00	0.00
F. Balli				273.94		
J. de la Garza				232.64		
C. Lopez				738.48		
C. Sanchez				877.67		
D. Garcia				668.00		
J. Gonzalez				592.43		
G. Longoria				208.11		
R. Velasquez				592.43		
R. Vela				599.52		
C. Piland				451.84		
A. Lopez				234.93		
J. Panlagua				476.37		
J. Ramon				291.52		
H. Flores				232.72		
R. Casarez				869.47		
R. Perez				741.14		
J. Macias				321.66		
J.A. Garica				354.32		
E. Latin				233.90		
A. Hernandez				435.58		
J. Cruz				241.88		
J. Tittle				283.47		
J. Saenz				224.22		
A. Hernandez				998.68		
M. Ramirez				788.72		
R. Cavazos				394.95		
J. Flores				789.90		
D. Castillo				216.76		
H. Fernandez				663.13		
R. Perez				255.99		
A. Garza				250.45		
less unauthorized expenditure				\$ (934.82)		
<u>Pharr Police Department</u>	13,600.00		13,600.00	6,971.78	6,971.78	6,628.22
Max Longoria				1,458.17		
Israel Ortiz				2,053.62		
Esteban Dimas				1,964.71		
Michael A. Perez				1,495.27		
B. FRINGE BENEFITS	27,200.00	0.00	27,200.00	20,571.78	20,571.78	6,628.22
TOTAL GRANT	\$ 27,200.00	\$ -	\$ 27,200.00	\$ 20,571.78	\$ 20,571.78	\$ 6,628.22

Available Balance from Sage Report
Purchase Orders
Difference

corrections as per
Talia Olvera @ HIDTA



U.S. Immigration and Customs Enforcement

Date: 13 June 2008

TO: Kim Cobb
THROUGH: Nelda Olivarez
FROM: William David Baer
SUBJECT: Domestic Highway Enforcement

On February 20, 2008 a proposal was presented to the Mission, Texas Police Department as well as the Pharr, Texas Police Department in reference to selecting a group of patrol officers within their departments to conduct traffic stops based on probable cause in their respective areas of jurisdiction. The purpose of these stops was to attempt to locate, through training and experience, narcotics, guns, ammo, and bulk currency being possessed or transported illegally in motor vehicles. The funding for these activities was to be paid by the individual police department and reimbursed by a grant proposed by the HIDTA Commander for the McAllen, Texas area. A total amount of \$27,200.00 was awarded to the McAllen ICE HIDTA group in support of the police departments overtime hours and other related activities such as controlled deliveries, travel, and training.

As of May 1, 2008, a total of approximately 300 man hours have been worked in support of Domestic Highway Enforcement by the local police departments. Their efforts on the highways have resulted in approx. 230 citations, 64 arrests, 10 seizures, and over 300 field contacts. Although none of the narcotics seizures were of a significant quantity to warrant prosecution on a federal level, all subjects found in possession were arrested and are facing local and state charges.

Please find attached to this memo all detailed activity reports provided to ICE McAllen from the local police departments as well as a summary sheet of the activities in the logs. Also, I have attached the Request for Reimbursement forms for each police department that has participated in Domestic Highway Enforcement and have been found eligible for reimbursement. Thank you for your attention in this matter. Please contact me if you have any questions regarding this information.

Sincerely,


William David Baer

ICE Special Agent
McAllen, TX
(956) 984-6953



REVISED 12/68

The Department of the Treasury
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCY
REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

TO: _____ ATF ☒ CUSTOMS _____ IRS _____ SECRET SERVICE

OCDET CASE# _____

YES

NO

TFF TRACKING NUMBER

OCDET CASE# _____

NAME OF AGENCY: Mission Police Department

TAX ID. NUMBER 746001738

ADDRESS: 1200 East 8th Street Mission, Texas 78572CONTACT PERSON: Robert Dominguez TELEPHONE NO: (956) 584-5101

DATES FOR WHICH THE REIMBURSEMENT IS REQUESTED:

FROM 03-26-08

TO: 04-06-08

OVERTIME EXPENSES

NAME OF OFFICER	TITLE	HOUR WORKED	HOURLY RATE	TOTAL

(See Attachments)

TOTAL OVERTIME AMOUNT REQUESTED

\$13,600.00

TOTAL NUMBER OF REGULAR HOURS WORKED DURING THIS BILLING PERIOD(S) ON CASES WHICH OVERTIME
WAS REQUESTED BY THE OFFICERS LISTED ABOVE. 200 HOURS

OTHER EXPENSES

PURPOSE AND OR TYPE OF EXPENSE	TOTAL

\$0.00

TOTAL OTHER EXPENSES REQUESTED

\$0.00

TOTAL REIMBURSEMENT REQUESTED

\$13,600.00

CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS ACCURATE AND REPRESENTS ACTUAL COSTS INCURRED BY THIS AGENCY

Mission Police Department Robert Dominguez Asst. Chief of Police

REQUESTING AGENCY

NAME

TITLE

SIGNATURE

DATE

TREASURY AGENT REVIEW

SIGNATURE

DATE

EOAF APPROVAL

DATE

EOAF APPROVAL

DATE

NOTE: OCDET CASES-A COPY OF THIS DOCUMENT SHALL BE SENT TO THE AGENCY CORE CITY COORDINATOR

STATE OF TEXAS §

COUTY OF HIDALGO §

**INTERLOCAL GOVERNMENTAL AGREEMENT
HIDALGO COUNTY HIDTA TASK FORCE
AND
UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT, (McALLEN)**

This Agreement is entered into by the **HIDALGO COUNTY HIDTA TASK FORCE** hereinafter referred to as “HIDTA” and the **UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT**, Special Agent in Charge, McAllen, Texas hereinafter referred to as “ICE” for the purpose of the reimbursement of costs incurred by ICE in providing resources to joint operations/task forces.

The Executive Office of the President, Office of National Drug Control Policy Office of National Drug Control Policy, awarded HIDTA \$27,200.00 of discretionary funds to satisfy the request(s) for the reimbursement of overtime and other law enforcement expenses incurred by ICE.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the Grant Agreement between the County of Hidalgo and the Executive Office of the President, Office of National Drug Control Policy, Award Number I7PSSP573Z.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of overtime.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE, McAllen under the Domestic Highway Enforcement (DHE) and other interdiction requests and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. ICE may request the reimbursement of overtime salary expenses directly related to work the Domestic Highway Enforcement and other interdiction requests, performed by its officer(s) assigned to this operation up to maximum amount of \$27,200.00.
2. As part of this Agreement, ICE shall provide HIDTA with the names, titles, four last digits of SSN's, badge or ID numbers, and hourly overtime wages of officer(s) assigned to the operation.
3. ICE may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

VI. PROGRAM AUDIT

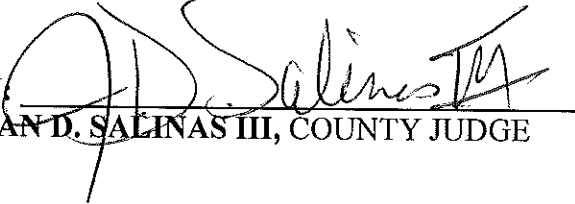
This Agreement and its provisions are subject to audits conducted pursuant of OMB Circular A-133, "Audits of State of Local Governments".

VII. REVISIONS

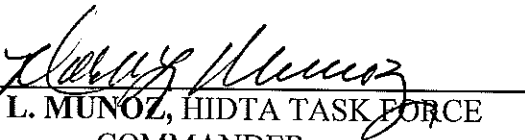
The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

Dated this _____ day of _____, 2008.

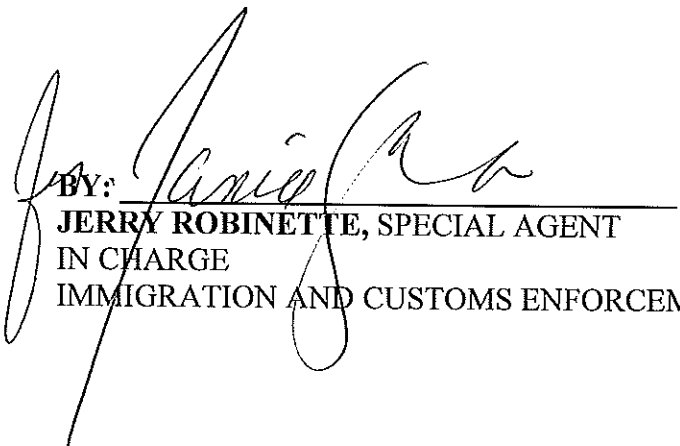
COUNTY OF HIDALGO

BY: 
JUAN D. SALINAS III, COUNTY JUDGE

1/30/08
DATE

BY: 
DORA L. MUNOZ, HIDTA TASK FORCE
COMMANDER

2-1-08
DATE

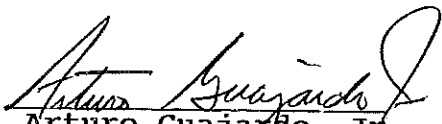
BY: 
JERRY ROBINETTE, SPECIAL AGENT
IN CHARGE
IMMIGRATION AND CUSTOMS ENFORCEMENT

DATE

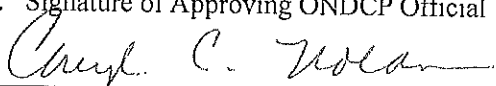
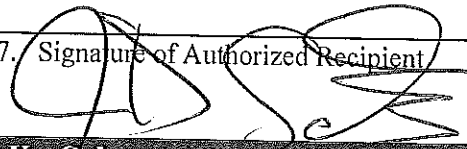
APPROVED AS TO FORM
Atlas & Hall, L.L.P.

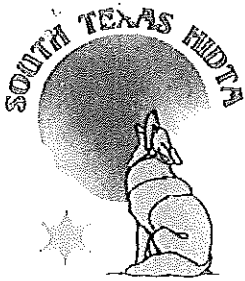
By: _____

Date: _____


Arturo Guajardo, Jr.
Hidalgo County Clerk

1/30/08
Date

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. ~~Ramon Garcia~~ Juan D. Salinas Hidalgo County Auditor's Office, District Attorneys PO Box 1356 100 N. Closter Edinburg, TX 78540 3rd Floor		4. Award Number: I7PSSP573Z	
		5. Project Period: 01/01/2007 to 12/31/2008 Budget Period: 01/01/2007 to 12/31/2008	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 09/19/2007	7. Action ☐ Initial ☒ Supplemental	
2. Subrecipient Name and Address	8. Supplement Number 1		
2A. Subrecipient IRS/Vendor No.	9. Previous Award Amount	\$697,314.00	
3. Project Title McAllen Initiative Initiative(s)	10. Amount of This Award	\$27,200.00	
	11. Total Award	\$724,514.00	
12. Special Conditions The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 110-5			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving ONDCP Official Cheryl C. Nolan Office of National Drug Control Policy		15. Typed Name and Title of Authorized Recipient Official Mr. ~~Ramon Garcia~~ Juan D. Salinas III Hidalgo County Auditor's Office Judge	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient  Date 3/17/08	
Agency Use Only			
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4		19. HIDTA AWARD	



SOUTHWEST BORDER – SOUTH TEXAS HIDTA
8600 WURZBACH ROAD, SUITE 802
SAN ANTONIO, TEXAS 78240
(210) 692-1532 – TELEPHONE
(210) 692-1891 – FACSIMILE
E-MAIL: STX_DIRECTOR@STX.HIDTA.NET

Jerry Robinette
Chair

Kenneth Crockett
Vice-Chair

Vernon Parker
Director

MEMBERS:

Cameron County
District Attorney

Drug Enforcement
Administration

Texas Department of
Public Safety

Federal Bureau of
Investigation

Hidalgo County
District Attorney

Immigration and Customs
Enforcement

Internal Revenue Service
– Criminal Investigations

Laredo Police Department

San Antonio Police
Department

Starr County
District Attorney

US Attorney's Office –
Southern District

US Attorney's Office –
Western District

US Border Patrol

US Marshall Service –
Southern District

October 22, 2007

Task Force Commanders/Directors

Starr County HIDTA Investigative Task Force

White Sands Task Force

South Texas HIDTA Del Rio Task Force

STX HIDTA McAllen Initiative, ICE-led Task Force

Eagle Pass SWB HIDTA Multi-Agency HIDTA Task Force

Colleagues:

Based on your Domestic Highway Enforcement (DHE) and interdiction requests submitted earlier this year, the Office of National Drug Control Policy awarded your task forces some discretionary funding. This funding is not to become part of your baseline.

Your request for funding focused on interdiction and associated enforcement efforts targeting Drug Trafficking Organizations and their operations within your area of responsibility. Specifically, your requests targeted the following:

- Starr County – You requested interdiction/enforcement funds to target the Gulf Cartel and Los Zetas and associated Gatekeepers. You projected interdiction operations using state and local LEA to disrupt the DTO using various highways, and farm to market roads leading away from the border. You have been awarded \$95,200.
- White Sands – You requested interdiction/enforcement funds to support STX HIDTA DHE operations as well as Operation Cash Flow and various Texas DPS Operations focusing on bulk cash smuggled in commercial and or passenger vehicles. Targeted DTO include the Gulf Cartel, Los Zetas, and associated Gatekeepers. You have been awarded \$81,600.
- Del Rio Task Force – You requested interdiction/enforcement funds to support DHE operations in specified locations around the Lake Amistad National recreational Area. Targets include various Sinaloa DTO and associated Gatekeepers. You have been awarded \$54,400.
- McAllen ICE-led Task Force – You requested interdiction/enforcement funds for a bulk currency smuggling project associated with multiple destination/originating cities across the nation. Targeted DTO include [REDACTED] You have been awarded \$27,200.

- Eagle Pass -- You requested interdiction/enforcement funds to target Sinaloa and Los Zetas active within your area of responsibility. Northbound and southbound bulk currency will be the focus. Participants will include K-9 officers. You have been awarded \$13,600.

You are requested to track the success and seizure results these funds afford your task force. Operations and the resultant seizures, arrests, controlled deliveries, etc. will be reported monthly until the funds are expended. Please submit a copy of report with each reimbursement for funds. Immediate results are not expected, as it is understood successes do not happen overnight within your operations. Negative reports are not required but would be appreciated.

Thank you for your continued support of the national counter-narcotics effort within the South Texas HIDTA.



Vernon P. Parker
Director

CF: All task forces/initiatives

FY 2007 - SWB South Texas HIDTA

Initiative Budget by Award Recipient

Initiative - DHE - McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office - I7PSSP573Z

Current Budget (Approved) (With Reprogramming)

ACCOUNT	Total	Hidalgo County Auditor's Office
Investigative - Law Enforcement Officer Overtime	27,200.00	27,200.00
Total Accounts	27,200.00	27,200.00

AI-9955

9.A.

**construction contract - La Joya Municipal Library
CC REGULAR**

Date: 07/08/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Presentation for discussion, consideration, and action to approve and award a construction contract to Del Angel Home Builders, the lowest qualified quote received, meeting all specifications and requirements for the City of La Joya Municipal Library. This project includes floor tiling and interior/exterior painting and any other appurtenances in the amount of \$9,995.00 utilizing Urban County Year 16 (2003), Public Facilities funds.

BACKGROUND

The City of La Joya requests authorization for the construction of new floor tiling and for Interior/Exterior painting and any other appurtenances related to the La Joya Municipal Library. Attached are the lowest quote, price quotation form and City of La Joya recommendation.

Vendor: Del Angel Home Builders

Amount: \$ 9,995.00

Funding Available: \$10,000.00 Year 16 (2003) City of La Joya Public Facilities

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. Funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Vendor: Del Angel Home Builders

Amount: \$ 9,995.00

Funding Available: \$10,000.00 Year 16 (2003) City of La Joya Public Facilities

Attachments

Link: [library constr project](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	06/27/2008 04:13 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 08:10 AM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:26 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:12 PM	APRV

5	Court Administrator	Angela Garcia	07/03/2008 07:50 AM	APRV
Form Started By: Estella Webber			Started On: 06/27/2008 02:15 PM	
Final Approval Date: 07/03/2008				

City of La Joya
Minutes of Special Meeting
Monday, May 19, 2008 @ 6:30pm

Notice is hereby given in accordance with S.B. 270 Chapter 277, Page Acts of the 61st Legislature of the State of Texas, 1969 that the following matters will be considered by the board of Alderman of the City of La Joya, Texas at said meeting.

AGENDA

1. Open Meeting and Determination of Quorum

Mayor William Leo called meeting to order at 6:15 pm.

Present to Wit:

*Mayor Pro-Tem, Mary Salinas
Angie Garza, Alderwoman
Isidro Casanova, Alderman
Roberto Jackson, Alderman
LeeRoy Alaniz, Alderman*

Others Present:

*Mike Alaniz, City Administrator
Julianita Sabala, City Secretary
Mauro Reyna, City Attorney*

2. Invocation

Mayor Pro-Tem, Mary Salinas led us in prayer

3. Approval or Disapproval of the Minutes for:

A) Regular Meeting of 04-14-2008

*Mayor Pro-Tem Mary Salinas stated corrections are to be made on line item 9 as follows:
Correction of name from George Salinas to George Gonzalez. Ms. Salinas also stated the statement quoted by Mayor Leo in regards to Rodolfo Farias was worded incorrectly. Mayor Leo's response was that his statement may have not been quoted word for word and that he may have even said more. After discussion, Alderman Lee Roy Alaniz made a motion to approve with corrections and clarifications made, Alderman Roberto Jackson second the motion, all in favor, motion carried unanimously.*

4. Citizen's Input

No input at this time

5. Discussion and action to approve a Memorandum of Understanding between the City of La Joya and the South Texas Chapter of the American Red Cross to be utilized for Emergency Management Plan.

After discussion, Mayor Pro-Tem Mary Salinas made a motion to approve, Alderman Isidro Casanova second the motion, all in favor, motion carried unanimously.

6. Discussion and action to approve Rural Emergency Services Contract between the City of La Joya and the County of Hidalgo, Texas.

No discussion was necessary for this item, Alderman Isidro Casanova made a motion to approve, Alderwoman Angie Garza second the motion, all in favor, motion carried unanimously.

7. Discussion and action to approve an agreement made and entered by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County " and the City of La Joya, a Municipal Corporation under the laws of the State of Texas, hereafter referred to as the "City".

No discussion was necessary for this item, Alderwoman Angie Garza made a motion to approve, Alderman Isidro Casanova second the motion, all in favor, motion carried unanimously.

8. Discussion and action to approve Del Angel Construction Company as the lowest bidder for the construction of the Floor Tile, Interior/Exterior painting and any other appurtenances related to La Joya Library in the amount of \$9,995.00.

Mr. Alaniz informed City Council of the lowest bidder in the amount of \$9,995.00 from Del Angel Construction. Other bidders were as follows; \$13,030.00 from El Con Construction and \$15,007.00 from RG Construction. After discussion Alderwoman Angie Garza made a motion to approve the lowest bidder, Alderman LeeRoy Alaniz second the motion, all in favor, motion carried unanimously.

9. Departmental Report:

a) Finance Department	e) Police Department	i) Water Plant
b) Municipal Court	f) Public Works	j) Fire Department
c) Municipal Library	g) Senior Citizens	k) Youth Services
d) Permit Department	h) Utilities	

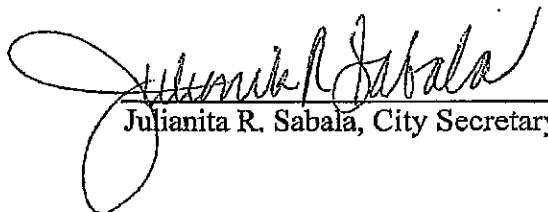
Mayor William Leo excused all department heads. All reports were submitted.

10. Adjournment

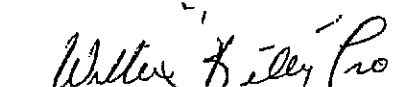
At approximately 6:27pm Mayor William Leo called meeting to adjourn, Alderman LeeRoy Alaniz made a motion to approve, Mayor Pro-Tem second the motion, all in favor, motion carried unanimously.

READ AND APPROVED ON THIS 9TH DAY OF JUNE, 2008

ATTEST


Julianita R. Sabala, City Secretary

CITY OF LA JOYA


Mayor William "Billy" Leo

JUN 16 2008

URBAN COUNTY PROGRAM COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: Del Angel Home Builders Person Contacted: Mr. Del Angel Phone: 956-458-1844

Item#	Quantity	Description	Amount
1	2,600 SF	Replace Tile 20" x 20 "	\$2,470.00
2	3,500 SF	Exterior & Interior Painting	\$7,525.00
		Total:	\$9,995.00

VENDOR #2

Name: El-Con Construction & Development Person Contacted: A. Constante Phone: 956-584-2492

Item#	Quantity	Description	Amount
1	2,600 SF	Replace Tile 20" x 20 "	\$2,600.00
2	3,500 SF	Exterior & Interior Painting	\$10,430.00
		Total:	\$13,030.00

VENDOR #3

Name: RG Const Person Contacted: R. Garza Phone: 956-239-1530

Item#	Quantity	Description	Amount
1	2,600 SF	Replace Tile 20" x 20 "	\$3,562.00
2	3,500 SF	Exterior & Interior Painting	\$11,445.00
		Total:	\$15,007.00

Recommendation: The City of La Joya recommends Del Angel Home Builders, the lowest quote received, as the vendor to render services for the Municipal Library in the City of La Joya.

Requested by: Mike Alaniz 6/18/2008 Approved by: _____
Date Date

DEL ANGEL HOME BUILDERS
7719 Western View Dr.
Mission, Texas 78572
956-458-1844

PROPOSAL

February 25, 2008

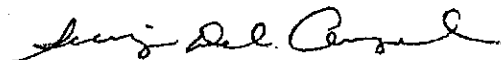
Submitted To:

CITY OF LA JOYA
P.O. BOX H
LA JOYA, TEXAS 78560

Project:

Replace Tile & Paint
INTERIOR / EXTERIOR
La Joya Municipal Library

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>AMOUNT</u>
1	Replace Tile 20x20	2,600	Sf	\$0.95	\$ 2,470.00
2	Paint Interior/Exterior	3,500	Sf	\$ 2.15	\$ 7,525.00
				Total	\$ 9,995.00

X 

EL - CON
CONSTRUCTION & DEVELOPMENT
P.O. BOX 52891 McALLEN, TX. 78505-2891
PH. (956) 584-2492

PROPOSAL

DATE: FEBRUARY 29, 2008

PROPOSAL No. 3177

SUBMITTED TO: CITY OF LA JOYA

**PROJECT: REPLACE TILE & PAINT
INT/EXT., CITY LIBRARY.**

**NAME: ATTN. MIKE ALANIZ
(CITY MANAGER)**

**ADDRESS: P.O. BOX "H"
LA JOYA, TX. 78560**

ITEM	DESCRIPTION	QTY.	UNIT	RATE	AMOUNT
1.-	REPLACE TILE 20" x 20"	2,600	Sf.	\$ 1.00	\$ 2,600.00
2.-	PAINT ITERIOR & EXTERIOR	3,500	Sf.	\$2.98	\$10,430.00
* THIS PRICES INCLUDE MATRIALS & LABOR.					
Thank You For Your Business.				TOTAL= \$13,030.00	

By: A. Constante

JUN 16 2008

RG CONST
242 AMADO CIR
RIO GRANDE CITY TX 78582

MAY 13 2008

ESTIMATE

CITY OF LA JOYA
LIBRARY PROJECT

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>AMOUNT</u>
1	Replace Tile 20x20	2,600	Sf	\$1.37	\$ 3,562.00
2	Paint Interior/Exterior	3,500	Sf	\$3.27	\$11,445.00
				Total	\$15,007.00

RENE GARZA
956-239-1530



JUN 16 2008

**CITY OF LA JOYA
P.O. BOX H
LA JOYA, TEXAS 78560
(956) 581-7002 FAX (956) 580-7000**

PROJECT: LA JOYA MUNICIPAL LIBRARY

The City of La Joya is soliciting bids for Municipal Library project as follows:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
2,600 SF	Replace Title 20" x 20"		
3,500 SF	Exterior & Interior Painting		

Grand Total: _____

**For more information please contact:
Mike Alaniz, City Administrator**

The City of La Joya reserves the right to refuse or deny any or all bids.

JUN 16 2008

AI-9992

9.B.

**ORCA Performance Amendment
CC REGULAR**

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

Requesting approval of a Resolution regarding Performance Amendment #1 to the Office of Rural Community Affairs (ORCA) 2007 Colonia EDAP Contract Grant #727145.

BACKGROUND

The Performance Amendment #1 reflects the final total improvements to be completed with the ORCA 2007 EDAP funds for the colonias located in City of Mercedes ETJ in Pct. #1.

Colonia Southern Valley had two (2) homes and the owners installed their own sewer improvement before we were awarded our grant. Therefore, the amendment will reduce the homes by two (2) and the number of colonias from four (4) to three (3).

Colonia Eastland Park sewer improvements will be reduced by four (4) homes due to the sewer force main not installed at Mile 1 1/2 East. City of Mercedes TWDB EDAP Project did not include the improvements for Mile 1/2 East.

The beneficiaries for ORCA Grant #727145 will be reduced by 21 people.

Attached please find the revised Exhibit A - Performance Statement.

Fiscal Impact

Attachments

Link: [resolution](#)

Link: [performance
amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 08:44 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 11:05 AM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:32 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:20 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 07:51 AM	APRV

Form Started By: Angela Garcia

Started On: 07/02/2008 08:25
AM

Final Approval Date: 07/03/2008

RESOLUTION

RESOLUTION OF THE COUNTY COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A CONTRACT PERFORMANCE STATEMENT AMENDMENT REQUEST FROM THE OFFICE OF RURAL COMMUNITY AFFAIRS (ORCA)- COMMUNITY DEVELOPMENT FUND CONTRACT BETWEEN THE COUNTY OF HIDALGO AND THE OFFICE OF RURAL COMMUNITY AFFAIRS CONTRACT NUMBER 727145.

WHEREAS, the County of Hidalgo entered into a contract with ORCA to provide assistance to four (4) colonias in Hidalgo County; and

WHEREAS, only three (3) will be completed with funds available; and

WHEREAS, the County of Hidalgo is requesting to reduce the number of colonias assisted to three (3) and reduce the number of household sewer improvements and beneficiaries.

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED BY THE HIDALGO COUNTY COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. That the Hidalgo County Commissioners' Court authorizes a Contract Performance Statement Amendment request to be submitted to ORCA to reduce the following activities:

To reduce the assisted colonias from four (4) to three (3), eliminating Colonia Southern Valley Estates from the Performance Statement.

To reduce the household sewer connections and septic tank remediation from fifty-one (51) to forty-five (45).

To reduce the beneficiaries from two hundred three (203) people to one hundred eighty-two (182) people.

2. The Hidalgo County Commissioners' Court directs and authorizes the Hidalgo County Judge to execute all necessary documents as may be required to initiate and process this contract amendment request.

PASSED AND APPROVED THIS 8th DAY OF JULY, 2008.

Juan D. Salinas, III, County Judge
Hidalgo County, Texas

ATTEST:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

Actual Caption:

Requesting approval of a Resolution for Performance Amendment # 1 to the Office of Rural Community Affairs (ORCA) 2007 Colonia EDAP Contract Grant # 727145.

REVISED

EXHIBIT A

CONTRACT NO. 727145

PERFORMANCE STATEMENT

Hidalgo County

Contractor shall carry out the following activities in the target area identified in its Community Development Fund/Community Development Supplemental Fund application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

Rehabilitation for Private Property (Sewer Service)

Contractor shall provide first-time public sanitary sewer service to ~~fifty-one~~ **forty-five (54)(45)** colonia households in ~~four~~ **three (4)(3)** colonias in the extra-territorial jurisdiction of the City of Mercedes in conjunction with the Texas Water Development Board (TWDB) Economically Distressed Areas Program (EDAP) wastewater improvement and expansion Project Number 10028. Contractor shall install approximately ~~fifty-one~~ **forty-five (54)(45)** sewer connections and decommission and fully mitigate ~~fifty-one~~ **forty-five (54)(45)** on-site sewer facilities (OSSF). TxCDBG funds may not be used to pay for the cost of yardlines or OSSF decommissioning on properties occupied by households that do not qualify as low-to-moderate income households.

Construction shall take place in the following locations.

Colonia	Colonia ID	Streets
Eastland Park	M1080236	Eastland Road, No Name Street and Mile ½ East
La Milpa	M1080388	Fresno Road
Sunrise	M1080718	Alovera Lane
~~Southern Valley Estates~~	~~M1080694~~	~~Anastacio Road~~

These activities shall benefit ~~two hundred three~~ **one hundred eighty-two (203)(182)** persons, of which ~~two hundred three~~ **one hundred eighty-two (203)(182)** or one hundred percent (100%) are of low to moderate income.

Administration

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

AI-9993

9.C.

**Senior Community Outreach Program
CC REGULAR**

Date: 07/08/2008

Submitted By: Rina Guerra, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Senior Community Outreach Program (Senior Services) in the amount of \$11,000.00 for Urban County Program Year 21(2008).

BACKGROUND

All funding will be utilized for the reimbursement of a stipend payment to volunteers who provide support services to needy adults who are frail, disabled, elderly, and terminally ill. (See the attached Exhibits)

Subrecipient: Senior Community Outreach Services

Individual Agreement Amount: City of Donna
\$7,500.00

City of Weslaco

\$3,500.00

Total Funding Amount:
\$11,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Senior Services in the amount of \$11,000.00 as of 07/02/08.

Attachments

Link: [statement of work](#)

Link: [Agreement](#)

Link: [e mail](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	07/02/2008 08:44 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 02:33 PM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:34 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:20 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 07:51 AM	APRV

Form Started By: Rina Guerra

Started On: 07/02/2008 08:28
AM

Final Approval Date: 07/03/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Donna CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years. Senior Companions will serve and assist eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

\$ 7,500.00 Awarded By: City of Donna

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Donna CDBG funds will be used to provide a small tax-free stipend of \$2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 2,831 hours per year.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light house keeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Donna CDBG funds will provide assistance for task of daily living to frail and older individuals who are found to be at-risk of losing their independence or self care.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Donna CDBG funds will benefit twenty-four (24) elderly clients and SCP Volunteers who are low income within the city limits of Donna, Texas.

Section VII List all of the locations with physical address where the service(s) will be provided.

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will be provide at the respective individual's home.

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Senior Companion Program @ \$2.65 per/hour	\$ 7,500.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 7,500.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	Stipend \$2.65 @ 315 hrs.	\$ 834.75
September	Stipend \$2.65 @ 315 hrs.	\$ 834.75
October	Stipend \$2.65 @ 315 hrs.	\$ 834.75
November	Stipend \$2.65 @ 315 hrs.	\$ 834.75
December	Stipend \$2.65 @ 315 hrs.	\$ 834.75
January	Stipend \$2.65 @ 315 hrs.	\$ 834.75
February	Stipend \$2.65 @ 315 hrs.	\$ 834.75
March	Stipend \$2.65 @ 315 hrs.	\$ 834.75
April	Stipend \$2.65 @ 311 hrs.	\$ 822.00
May		
TOTALS:	Stipend \$2.65 @ 2831 hrs.	\$ 7,500.00

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	In-Home Care Service
November	24	In-Home Care Service
December	24	In-Home Care Service
January	24	In-Home Care Service
February	24	In-Home Care Service
March	24	In-Home Care Service
April	24	In-Home Care Service
May		
Total:	24	Unduplicated

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Weslaco CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years. Senior Companions will serve and assist eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

\$ 3,500.00 Awarded By: City of Weslaco

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Weslaco CDBG funds will be used to provide a small tax-free stipend of \$2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 2,831 hours per year.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light house keeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Weslaco CDBG funds will provide assistance for task of daily living to frail and older individuals who are found to be at-risk of losing their independence or self care.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Weslaco CDBG funds will benefit twenty-four (24) elderly clients and SCP Volunteers who are low income within the city limits of Weslaco, Texas.

Section VII List all of the locations with physical address where the service(s) will be provided.

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will be provide at the respective individual's home.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Senior Companion Program @ \$2.65 per/hour	\$ 3,500.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 3,500.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	Stipend \$2.65 @ 148 hrs.	\$ 392.20
September	Stipend \$2.65 @ 148 hrs.	\$ 392.20
October	Stipend \$2.65 @ 148 hrs.	\$ 392.20
November	Stipend \$2.65 @ 148 hrs.	\$ 392.20
December	Stipend \$2.65 @ 148 hrs.	\$ 392.20
January	Stipend \$2.65 @ 148 hrs.	\$ 392.20
February	Stipend \$2.65 @ 148 hrs.	\$ 392.20
March	Stipend \$2.65 @ 148 hrs.	\$ 392.20
April	Stipend \$2.65 @ 137 hrs.	\$ 362.40
May		
TOTALS:	Stipend \$2.65 @ 1,321 hrs.	\$ 3,500.00

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	In-Home Care Service
November	24	In-Home Care Service
December	24	In-Home Care Service
January	24	In-Home Care Service
February	24	In-Home Care Service
March	24	In-Home Care Service
April	24	In-Home Care Service
May		
Total:	24	Unduplicated

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

Veronica Lopez

From: Linda Sandoval [lsandoval@bizrgv.rr.com]
Sent: Wednesday, July 02, 2008 1:35 PM
To: veronica.lopez@co.hidalgo.tx.us
Cc: Estella Webber
Subject: corrections on agendas
Attachments: Exhibit C pct 2.doc; Exhibit C San Juan.doc; Professional Service Agreement BLANK 2008.doc

As per our phone conversation, attached are the corrections. If there are any other questions, please let me know.

Agenda: San Juan Youth Program (see attached revised exhibits)

Agenda: 9993

Exhibit B2: \$7,500.00

Proposed expenditures will not exceed the total amount of \$7,500.00.

Exhibit B2: \$3,500.00

Proposed expenditures will not exceed the total amount of \$3,500.00

Agenda: Award to JE Saenz
see attached professional service agreement

Linda Sandoval
Program Coordinator
Urban County Program
1916 Tesoro Boulevard
Pharr Texas 78577
(956) 787-8127 ext. 111
fax: (956) 787-5291
lsandoval@bizrgv.rr.com



AI-10004

9.D.

**LRGVDC -Rio Metro Service
CC REGULAR**

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with LRGVDC-Rio Metro (Transportation Service) in the amount of \$99,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the payment of salaries of bus drivers who provide transportation services within Precinct #1, #2, #3 and #4 routes.

Subrecipient: LRGVDC-Rio Metro

Individual Agreement amounts:	Hidalgo County Precinct #1	\$55,000.00
	Hidalgo County Precinct #2	\$9,000.00
	Hidalgo County Precinct # 3	\$25,000.00
	<u>Hidalgo County Precinct # 4</u>	<u>\$10,000.00</u>
	Individual Funding Amount:	\$99,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Transportation Service in the amount of \$99,000.00 as of 07/02/08

Attachments

Link: [statement of work](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 01:33 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 04:00 PM	APRV
3	Auditor's Office	Linda Fong	07/03/2008 09:39 AM	APRV

4	Purchasing Department	Marty Salazar	07/03/2008 01:22 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 02:24 PM	APRV

Form Started By: Angela Garcia

Started On: 07/02/2008 09:12 AM

Final Approval Date: 07/03/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Will fund the salary for the 20 Rio Metro public transportation bus drivers serving Hidalgo County.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$55,000.00 Awarded By: Pct. #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Driver Salaries

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Urban Public Transportation for all of Hidalgo County.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
For Urban Public Transportation for all of Hidalgo County with the new Rio Metro Intercity Bus Routes and the New Rio Metro Career Link routes.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
All Mid/low Mod. General Public of Hidalgo County.

Section VII List all of the locations with physical address where the service(s) will be provided.
All the urbanized areas of Hidalgo County.

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Personnel (up to 20 Drivers), Salary, & Fringes pay rate from \$9.62 an hour to \$11.50 an hour.	\$ 55,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 55,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$15,000.00	Driver Salaries
August	\$10,000.00	Driver Salaries
September		
October		
November		
December		
January	\$15,000.00	Driver Salaries
February	\$15,000.00	Driver Salaries
March		
April		
May		
TOTALS:	\$55,000.00	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
August	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
September		
October		
November		
December		
January	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
February	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
March		
April		
May		
Total:	300-1000	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Will fund the salary for the 20 Rio Metro public transportation bus drivers serving Hidalgo County.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$9,000.00 Awarded By: Pct. #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Driver Salaries

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Urban Public Transportation for all of Hidalgo County.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
For Urban Public Transportation for all of Hidalgo County with the new Rio Metro Intercity Bus Routes and the New Rio Metro Career Link routes.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
All Mid/low Mod. General Public of Hidalgo County.

Section VII List all of the locations with physical address where the service(s) will be provided.
All the urbanized areas of Hidalgo County.

**Exhibit B-1
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Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Personnel (up to 20 Drivers), Salary, & Fringes pay rate from \$9.62 an hour to \$11.50 an hour.	\$ 9,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 9,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	\$9,000.00	Driver Salaries
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:	\$9,000.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
October		
November		
December		
January		
February		
March		
April		
May		
Total:	300-1000	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Will fund the salary for the 20 Rio Metro public transportation bus drivers serving Hidalgo County.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$25,000.00 Awarded By: Pct. #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Driver Salaries

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Urban Public Transportation for all of Hidalgo County.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
For Urban Public Transportation for all of Hidalgo County with the new Rio Metro Intercity Bus Routes and the New Rio Metro Career Link routes.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
All Mid/low Mod. General Public of Hidalgo County.

Section VII List all of the locations with physical address where the service(s) will be provided.
All the urbanized areas of Hidalgo County.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Personnel (up to 20 Drivers), Salary, & Fringes pay rate from \$9.62 an hour to \$11.50 an hour.	\$ 25,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 25,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October	\$15,000.00	Driver Salaries
November	\$10,000.00	Driver Salaries
December		
January		
February		
March		
April		
May		
TOTALS:	\$25,000.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
November	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
December		
January		
February		
March		
April		
May		
Total:	300-1000	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Will fund the salary for the 20 Rio Metro public transportation bus drivers serving Hidalgo County.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$10,000.00 Awarded By: Pct. #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Driver Salaries

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Urban Public Transportation for all of Hidalgo County.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
For Urban Public Transportation for all of Hidalgo County with the new Rio Metro Intercity Bus Routes and the New Rio Metro Career Link routes.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
All Mid/low Mod. General Public of Hidalgo County.

Section VII List all of the locations with physical address where the service(s) will be provided.
All the urbanized areas of Hidalgo County.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Personnel (up to 20 Drivers), Salary, & Fringes pay rate from \$9.62 an hour to \$11.50 an hour.	\$ 10,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December	\$10,000.00	Driver Salaries
January		
February		
March		
April		
May		
TOTALS:	\$10,000.00	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December	300-1000	Hidalgo County Public Transportation – Rio Metro Intercity Routes, Rio Metro Career Link Routes
January		
February		
March		
April		
May		
Total:	300-1000	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

Page 3 of 16

Revised June 2008

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness: _____

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-10002
Mujeres Unidas
CC REGULAR

9.E.

Date: 07/08/2008
Submitted By: Rina Guerra, BUDGET & MANAGEMENT
Submitted For: Urban County
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with Mujeres Unidas-Women Together (Battered & Abused Spouses) in the amount of \$33,500.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the payment of salaries for caseworker, shelter advocates, intake receptionist,, community education/professional trainer and outreach workers who provide crisis intervention and support services for victims of domestic violence.

Subrecipient:	Mujeres Unidas-Women Together
Individual Agreement amounts:	Hidalgo County Precinct #1
\$10,000.00	
	Hidalgo County Precinct #2
\$13,500.00	
	<u>Hidalgo County Precinct</u>
<u>#3</u> \$10,000.00	
Total	
Funding Amount:	\$33,500.00

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u> Urban Co. funds
<u>FUNDS AVAILABLE Y/N?:</u> yes	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Battered & Abused Spouses in the amount of \$33,500.00 as of 07/02/08.

Attachments

Link: statement of work
Link: Agreement

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	07/02/2008 01:33 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 03:49 PM	APRV
3	Auditor's Office	Linda Fong	07/03/2008 09:37 AM	APRV
4	Purchasing Department	Marty Salazar	07/03/2008 01:22 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 02:24 PM	APRV

Form Started By: Rina Guerra
Started On: 07/02/2008 09:08 AM

Final Approval Date: 07/03/2008

Exhibit A
STATEMENT OF WORK – PCT.1

Section I In summary, describe the services that the agency / organization provide to the community.

The mission of Women Together/Mujeres Unidas is to provide shelter and crisis intervention services for victims of family violence and sexual assault .

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 10,000 Awarded By: Pct.1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Funding awarded to Women Together/Mujeres Unidas from Pct. 1 will be utilized to pay a portion of the wages for a part-time intake clerk/receptionist in the Weslaco office.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
The intake receptionist will be responsible for answering the hotline and conducting the initial intake and screening of victims coming in for services. The intake receptionist will maintain all client files in a secure locked cabinet.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Victims of family violence and/or sexual assault will have accessible crisis intervention and shelter services. Many victims are low income and live in colonias and rural areas and lack the knowledge about services or transportation to receive services in McAllen.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
Last year we served 243 walk-in clients and answered 165 hot-line calls from the Weslaco Satellite Center. In addition, staff conducted 40 presentations in schools and community organization in the Mid-Valley. We anticipate this number will increase as people become aware that we have an office in Weslaco.

Section VII List all of the locations with physical address where the service(s) will be provided.
Services will be provided from the Mujeres Unidas Weslaco Satellite Office located at 111 E. 5th. St., Weslaco, TX.

Exhibit B-1
GRANT BUDGET
PCT - 1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
One (1) part-time intake receptionist to conduct initial contact and intake process for victims of family violence and sexual violence. 24 hrs per week x \$7.50	\$9,360
FICA for part-time intake receptionist (\$9,360 x 7.65%)	\$640
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET: \$76.04 will be paid from other source	\$ 10,000

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
PCT. 1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	833.33	Part-time intake clerk/receptionist
August 2008	833.33	Part-time intake clerk/receptionist
September 2008	833.33	Part-time intake clerk/receptionist
October 2008	833.33	Part-time intake clerk/receptionist
November 2008	833.33	Part-time intake clerk/receptionist
December 2008	833.33	Part-time intake clerk/receptionist
January 2009	833.33	Part-time intake clerk/receptionist
February 2009	833.33	Part-time intake clerk/receptionist
March 2009	833.33	Part-time intake clerk/receptionist
April 2009	833.33	Part-time intake clerk/receptionist
May 2009	833.33	Part-time intake clerk/receptionist
June 2009	833.37	Part-time intake clerk/receptionist
TOTALS:	\$10,000	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY
PCT. 1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009_ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
August 2008	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
September 2008	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
October 2008	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
November 2008	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
December 2008	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
January 2009	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
February 2009	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
March 2009	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
April 2009	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
May 2009	42	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
Total:	504	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Women Together/Mujeres Unidas, a non-profit agency has been in operation for 30 years.
Our mission is to provide shelter and crisis intervention services for victims of family violence and sexual assault.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 13.500 Awarded By: PCT. 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Funds will be used to pay a portion of wages and fringes for a part-time shelter advocate and a portion of the wages for the Community Education/Professional trainer.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Advocate will assist families residing in the emergency shelter facility with crisis intervention, counseling, emergency transportation and referrals to medical and social services in the community. The Community Education/Professional Trainer will provide community education and crisis counseling at the Family Justice Center.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
As a result of the award, victims will be able to have accessible services in emergency situations. The community will become more knowledgeable about issues related to family violence and/or sexual assault and the services available to them.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
616 Low-income residents of Pct. 2, will receive emergency shelter and crisis intervention services. Residents will also be provided with presentations and training on family violence and sexual assault issues and will become knowledgeable about the services available through the agency.

Section VII List all of the locations with physical address where the service(s) will be provided.
511 N. Cynthia, Mcallen, TX or 420 N. 21st St., McAllen, TX - Shelter location is confidential.

Exhibit B-1
GRANT BUDGET
PCT. 2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary for part-time Shelter Advocate wages @\$6,264; FICA @\$486 - \$6750	\$6,750
Salary for Community Education/Professional Trainer for precinct area: Wages @\$6,264; FICA @\$486 - \$6750	\$ 6,750
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$13,500

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
PCT. 2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
August 2008	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
September 2008	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
October 2008	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
November 2008	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
December 2008	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
January 2009	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
February 2009	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
March 2009	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
April 2009	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
May 2009	\$1,230	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
TOTALS:	\$13,500	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY
PCT. 2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
August 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
September 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
October 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
November 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
December 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
January 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
February 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
March 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
April 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
May 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Outreach, Community Education and Transitional Housing
Total:	616	

Initials _____

STATEMENT OF WORK

Section I

In summary, describe the services that the agency / organization provide to the community.

Women Together/Mujeres Unidas, a non-profit agency has been in operation for 30 years.
Our mission is to provide shelter and crisis intervention services for victims of family
violence or sexual assault.

Section II

State the CDBG grant amount awarded and state the name of awarding City / Pct.

\$ 10,000 Awarded By: PCT. 3

Section III

List the proposed type of expenditure(s) utilizing CDBG funds.

Funding will be used to pay a portion of wages and fringes for one part-time shelter advocate, a portion of will be used for the wages and fringes for the Community Education/Professional trainer.

Section IV

List the services that will be provided and how they will be performed as a result of CDBG funds.

Advocate will assist families residing at the shelter with crisis intervention, counseling, emergency transportation and referrals to medical and social services in the community. The Community Education/Professional Trainer will provide community education and crisis intervention at the Family Justice Center.

Section V

As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

As a result of the award, victims will be able to have accessible services in emergency situations. The community will become more knowledgeable about issues related to family violence and/or sexual assault and the services available to them.

Section VI

Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

520 Low-income residents of Pct. 3, will receive emergency shelter and crisis intervention services. Residents will also be provided with presentations and training on family violence and sexual assault issues and will become knowledgeable about the services available through the agency.

Section VII

List all of the locations with physical address where the service(s) will be provided.

511 N. Cynthia, McAllen, TX or 420 N. 21st St., McAllen, TX. Shelter location is confidential.

Exhibit B-1
GRANT BUDGET
PCT. 3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary for part-time Shelter Advocate No Health Ins. Is available for part time employees	\$ 5,000
Salary for Community Education/Professional Trainer for precinct area; to include Health Insurance	\$5,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$10,000

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
PCT. 3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
August 2008	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
September 2008	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
October 2008	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance;
November 2008	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
December 2008	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
January 2009	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
February 2009	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
March 2009	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
April 2009	\$909.09	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
May 2009	\$909.10	Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance
TOTALS:	\$10,000	

Exhibit C
SCHEDULE OF ACTIVITY
PCT. 3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
August 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
September 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
October 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
November 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
December 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
January 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
February 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
March 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
April 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
May 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Community Education, and Transitional Housing.
Total:	517	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness: _____

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-10001

9.F.

**Girls Scouts of South Texas
CC REGULAR**

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Girl Scouts of Greater South Texas (Youth Services) in the amount of \$ 8,770.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of membership fees, purchase minor supplies and mileage for staff. (See attached Exhibits).

Subrecipient: Girl Scouts of Greater South Texas

Individual Agreement amounts: City of San Juan \$2,200.00

Precinct No. 1 \$6,570.00

Total Funding Amount: \$ 8,770.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of \$8,770.00 as of 07/02/08

Attachments

Link: [Girl Scouts](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 01:30 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 03:38 PM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:40 PM	APRV
4	Purchasing Department		07/03/2008 07:51 AM	NEW
5	Court Administrator	Angela Garcia	07/03/2008 07:51 AM	APRV

Form Started By: Angela Garcia

Started On: 07/02/2008 09:07
AM

Final Approval Date: 07/03/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

An outreach program through schools, which provides activities for girls who would never have the opportunity to learn about the Girl Scouts Program. Girls will learn life skills such as math, self help skills as well as developing strong values based on decision making, to become resourceful leaders of tomorrow.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$6,570.00 Awarded By: PCT. 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Membership Dues \$4,000.00 for 400 girls, Supplies \$2,000.00 for activities, Mileage \$570.00 for Membership Executive

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

1.A Girl Scout staff will meet with the girls once a month at the Elementary Schools from the following ISD, Donna, Weslaco and Mercedes.

2.Girls will work on a variety of activities from the Girl Scouts Handbooks and earn badges upon the completion of a topic.

3.In addition, the Girls Scout Program provides a value based curriculum so that girls gain leadership skills, learn to make the right decisions that will affect their life, and learn to give back to the community.

4. Such topics that are discussed relate to health and nutrition, math, science, art, history and culture.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.

We will offer the Girl Scout program to the girls in Donna, Weslaco and Mercedes area who have not had an opportunity to join before. We have a new Girl Scout Program on Math and Leadership skills.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Beneficiaries are Low and Moderate income girls, 400 girls will be served, 51% low/moderate girls, in low/moderate residency area.

Section VII List all of the locations with physical address where the service(s) will be provided.

This is the first year in this School Districts, so in August when schools begins we will contact the low/moderate schools that will open the doors to the Girl Scouts Program; Donna Elementary Schools, Weslaco Elementary Schools, Mercedes Elementary Schools

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Membership Dues 400 Girls at \$10.00 per girl 200 in Donna, 125 Weslaco, 75 in Mercedes	\$ 4,000.00
Supplies (400 girls @\$5.00 per girl) Includes 2 badges/patches and supplies needed	\$ 2,000.00
Mileage (@42cents) Membership Executive	\$ 570.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 6,570.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	\$00.00	Out of Schools
August 2008	\$00.00	Begin preliminary contacts
September 2008	\$00.00	Contact Principals
October 2008	\$00.00	Recruitment of Girls
November 2008	\$1,200.00	Implementation of program Membership, Supplies, Mileage
December 2008	\$2,000.00	Implementation of program Membership, Supplies, Mileage
January 2009	\$1,400.00	Implementation of program Membership, Supplies, Mileage
February 2009	\$1,370.00	Implementation of program Membership, Supplies, Mileage
March 2009	\$ 00.00	Continuation of Program
April 2009	\$00.00	Continuation of Program
May 2009	\$600.00	Awards Ceremony Supplies and Mileage
TOTALS:	\$6,570.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	None	None
August	None	None
September	None	None
October	None	Speaking to girls/Recruitment
November	75	Registration and Implementation of Program
December	275	Registration and Implementation of Program
January	400	Registration and Implementation of Program
February	400	Implementation of Program
March	400	Implementation of Program
April	400	Implementation of Program
May	400	Awards Ceremony
Total:	400	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

An outreach program through schools, which provides activities for girls who would never have the opportunity to learn about the Girl Scouts Program. Girls will learn life skills such as math, self help skills as well as developing strong values based on decision making, to become resourceful leaders of tomorrow.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$2,200.00 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Membership Dues: \$1,200.00 for 120 girls, Handbooks: \$840.00 for activities Badges: \$160.00 for Earned at completion of activities

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
A Girl Scout staff will meet with the girls once a month at the San Juan Elementary Schools.
Girls will work on a variety of activities from the Girl Scouts Handbooks and earn badges upon the completion of a topic.
In addition, the Girls Scout Program provides a value based curriculum so that girls gain leadership skills, learn to make the right decisions that will affect their life, and learn to give back to the community.
Such topics that are discussed relate to Math and Leadership Skills.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.

We will offer the Girl Scout program to the girls in San Juan ISD area who have not had an opportunity to join before. We have a new Girl Scout Program on Math and Leadership skills.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Beneficiaries are Low and Moderate income girls, 120 girls will be served,
51% low/moderate girls, in low/moderate residency area.

Section VII List all of the locations with physical address where the service(s) will be provided.

We will provide service to the girls at the Elementary Schools in the San Juan low and Moderate-income areas and the Boys and Girls Club of San Juan.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Membership Dues 120 Girls at \$10.00 per girl	\$ 1,200.00
Handbooks	\$ 840.00
Badges	\$ 160.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 2,200.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 8 - 200 9 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	\$00.00	Out of Schools
August 2008	\$00.00	Begin preliminary contacts Contact Principals
September 2008	\$00.00	Waiting for School arrangements
October 2008	\$00.00	Sending forms to parents
November 2008	\$300.00	Implementation of program Membership, Handbooks and Badges
December 2008	\$510.00	Implementation of program Membership, Handbooks and Badges
January 2009	\$510.00	Implementation of program Membership, Handbooks and Badges
February 2009	\$510.00	Implementation of program Membership, Handbooks and Badges
March 2009	\$ 210.00	Implementation of program Membership, Handbooks and Badges
April 2009	\$00.00	Implementation of program Membership, Handbooks and Badges
May 2009	\$160.00	Implementation of program Membership, Handbooks and Badges
TOTALS	\$2,200.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	None	None
August	None	None
September	None	None
October	None	Speaking to girls/Recruitment
November	30	Registration and Implementation of Program
December	60	Registration and Implementation of Program
January	90	Registration and Implementation of Program
February	120	Implementation of Program
March	120	Implementation of Program
April	120	Implementation of Program
May	120	Awards Ceremony
Total:	120	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-10000

9.G.

**Mid Valley Boys & Girls Club
CC REGULAR**

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Mid Valley Boys & Girls Club (Youth Services) in the amount of \$72,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for recreational leaders, unit directors and purchase recreational equipment/supplies. (See the attached Exhibits).

Subrecipient: Mid Valley Boys & Girls Club

Individual Agreement amounts: Hidalgo County Precinct #1 \$10,000.00
City of Weslaco \$42,000.00

Total Funding for the Weslaco Unit: \$52,000.00

Total Agreement amounts: Hidalgo County Precinct #1 \$10,000.00
City of Donna \$10,000.00

Total Funding for the Donna Unit: \$20,000.00

Total Agreement Amount: \$72,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of \$72,000.00 as of 07/02/08.

Attachments

Link: [statement of work](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	07/02/2008 01:27 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 03:28 PM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:39 PM	APRV
4	Purchasing Department		07/03/2008 07:51 AM	NEW
5	Court Administrator	Angela Garcia	07/03/2008 07:51 AM	APRV

Form Started By: Angela Garcia
Started On: 07/02/2008 09:00 AM

Final Approval Date: 07/03/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide Guidance in behavior and promote, computer, social education, vocational character development in boys and Girls. Provide Community wide sports programs such as, Flag Foot ball, Volleyball, Basketball, Baseball , Enhance leadership skills, Provide opportunities for career explorations, Provide a highly enriched remedial program which concentrates in tutoring, arts & crafts, outdoor sports and environmental education, Provide Preventative programs such as" Smart Moves "which deals with alcohol abuse, Drug Abuse, pregnancy prevention, Violence and gang prevention, school dropouts, Provide Guidance and counseling for the youth who are referred to Club for the community

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$10,000.00 Awarded By: Weslaco Pct 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Recreational Leaders, , Unit Directors, Social Security Taxes
Library, game room, arts & crafts , educational and sport supplies

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Promote membership, Expend the number of members participating daily, Help at risk youth realize their potential growth and development , Extend services to teens, Teen outreach program, Violence prevention program, and on the job training

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Tutoring and "Smart Moves" programs daily at all sites, Sports program Flag football , Volleyball, Basketball, and base ball for 5-12 yr olds, Provide guidance and counseling

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
At risk youth 5-18 years of age
Low to income children
80 Weslaco Rural members

Section VII List all of the locations with physical address where the service(s) will be provided.
Gonzalez Elementary -3801 N 5 ½ W, Mary Hoge Middle School -2302 N International Blvd, Silva Elementary - 1001 W. Mile 10, Weslaco, Texas 78596

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Program Coordinator, Recreational Leaders,	\$8,640.00
Supplies (Flag Football, Baseball, Basketball, Volleyball equipment, Library, arts & crafts, game room and computer supplies	\$699.04
Social Security Taxes	\$660.96
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		Salaries & Fringe Benefits
August		Salaries & Fringe Benefits
September	1550.16	Salaries & Fringe Benefits
October	1550.16	Salaries & Fringe Benefits Equipment and supplies
November	1550.16	Salaries & Fringe Benefits
December		Salaries & Fringe Benefits
January		Salaries & Fringe Benefits
February	2249.20	Salaries & Fringe Benefits
March	1550.16	Salaries & Fringe Benefits
April	1550.16	Salaries & Fringe Benefits
May		Salaries & Fringe Benefits
TOTALS:	10,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	60	Five Service Core Areas
August	10	Five Service Core Areas
September	0	Five Service Core Areas
October	0	Five Service Core Areas
November	0	Five Service Core Areas
December	10	Five Service Core Areas
January	0	Five Service Core Areas
February	0	Five Service Core Areas
March	0	Five Service Core Areas
April	0	Five Service Core Areas
May	0	Five Service Core Areas
Total:	80	Five Service Core Areas

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide Guidance in behavior and promote, computer, social education, vocational character development in Boys and Girls. Provide Community wide sports programs such as, Flag Football, Volleyball, Basketball, Baseball , Enhance leadership skills, Provide opportunities for career explorations, Provide a highly enriched remedial program which concentrates in tutoring, arts & crafts, outdoor sports and environmental education, Provide Preventative programs such as" Smart Moves "which deals with alcohol abuse, Drug Abuse, pregnancy prevention, Violence and gang prevention, school dropouts, Provide Guidance and counseling for the youth who are referred to Club for the community

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$42,000.00 Awarded By: City of Weslaco

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Sport Coordinator (1) Attend/Clerk/program Leader (1) Recreational Leaders (10), , Unit Directors (2), Social Security Taxes, library, game room, arts & crafts , educational and sport supplies

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Promote membership, Expend the number of members participating daily, Help at risk youth realize their potential growth and development , Extend services to teens, Teen outreach program, Violence prevention program, and on the job training

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Tutoring and "Smart Moves" programs daily at all sites, Sports program Flag football , Volleyball, Basketball, and base ball for 5-12 yr olds, Provide guidance and counseling

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
At risk youth 5-18 years of age
Low to income children
80 Weslaco Rural members

Section VII List all of the locations with physical address where the service(s) will be provided.
Horton Elementary -103 S Iowa , Clecker-Heald -1610 W. Sugarcane Rd, Central – 506 E Sixth St

Initials _____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries for Unit Director (for direct services), Attendance Clerk/Program leader, Sport Coordinator, Recreational Leaders, Officials to include fringe benefits	\$38,154.27
Supplies (Flag Football, Baseball, Basketball, Volleyball equipment, Library, arts & crafts, game room and computer and sports supplies	\$685.14
Social Security Taxes	\$3,160.59
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 42,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		Salaries & Fringe Benefits
August	3976.47	Salaries & Fringe Benefits
September	3976.47	Salaries & Fringe Benefits
October	4919.97	Salaries & Fringe Benefits Equipment and supplies
November	4234.83	Salaries & Fringe Benefits
December	3976.47	Salaries & Fringe Benefits
January	3976.47	Salaries & Fringe Benefits
February	4234.83	Salaries & Fringe Benefits
March	4234.83	Salaries & Fringe Benefits
April	4234.83	Salaries & Fringe Benefits
May	4234.83	Salaries & Fringe Benefits
TOTALS:	\$42,000	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	200	Five Service Core Areas
August	100	Five Service Core Areas
September	100	Five Service Core Areas
October	20	Five Service Core Areas
November	50	Five Service Core Areas
December	100	Five Service Core Areas
January	25	Five Service Core Areas
February	25	Five Service Core Areas
March	130	Five Service Core Areas
April	25	Five Service Core Areas
May	25	Five Service Core Areas
Total:	800	Five Service Core Areas

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide Guidance in behavior and promote, computer, social education, vocational character development in boys and Girls. Provide Community wide sports programs such as, Flag Football, Volleyball, Basketball, Baseball , Enhance leadership skills, Provide opportunities for career explorations, Provide a highly enriched remedial program which concentrates in tutoring, arts & crafts, outdoor sports and environmental education, Provide Preventative programs such as" Smart Moves "which deals with alcohol abuse, Drug Abuse, pregnancy prevention, Violence and gang prevention, school dropouts, Provide Guidance and counseling for the youth who are referred to Club for the community

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$10,000.00 Awarded By: Pct. 1 Donna

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Sport Coordinator, Recreational Leaders, Attend Clerk, Unit Directors, Social Security Taxes Library, game room, arts & crafts , educational and sport supplies

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Promote membership, Expend the number of members participating daily, Help at risk youth realize their potential growth and development , Extend services to teens, Teen outreach program, Violence prevention program, and on the job training

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Tutoring and "Smart Moves" programs daily at all sites, Sports program Flag football , Volleyball, Basketball, and base ball for 5-12 yr olds, Provide guidance and counseling

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
At risk youth 5-18 years of age
Low to income children
100 City of Donna members

Section VII List all of the locations with physical address where the service(s) will be provided.
Boys and Girls Club Donna - 307 Miller Ave, Donna Texas 78537

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Program Coordinator, Recreational Leaders,	\$5,280.00
Supplies(Flag Football, Baseball, Basketball, Volleyball equipment, Library, arts & crafts, game room and computer supplies	\$4,316.08
Social Security Taxes	\$403.92
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$516.72	Salaries & Fringe Benefits
August	\$516.72	Salaries & Fringe Benefits
September	\$516.72	Salaries & Fringe Benefits
October	\$4832.80	Salaries & Fringe Benefits Equipment and supplies
November	\$516.72	Salaries & Fringe Benefits
December	\$516.72	Salaries & Fringe Benefits
January	\$516.72	Salaries & Fringe Benefits
February	\$516.72	Salaries & Fringe Benefits
March	\$516.72	Salaries & Fringe Benefits
April	\$516.72	Salaries & Fringe Benefits
May	\$516.72	Salaries & Fringe Benefits
TOTALS:	10,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 8 - 200 9 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	60	Five Service Core Areas
August	10	Five Service Core Areas
September	0	Five Service Core Areas
October	0	Five Service Core Areas
November	0	Five Service Core Areas
December	10	Five Service Core Areas
January	0	Five Service Core Areas
February	0	Five Service Core Areas
March	0	Five Service Core Areas
April	0	Five Service Core Areas
May	0	Five Service Core Areas
Total:	80	Five Service Core Areas

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide Guidance in behavior and promote, computer, social education, vocational character development in boys and Girls. Provide Community wide sports programs such as, Flag Football, Volleyball, Basketball, Baseball , Enhance leadership skills, Provide opportunities for career explorations, Provide a highly enriched remedial program which concentrates in tutoring, arts & crafts, outdoor sports and environmental education, Provide Preventative programs such as" Smart Moves "which deals with alcohol abuse, Drug Abuse, pregnancy prevention, Violence and gang prevention, school dropouts, Provide Guidance and counseling for the youth who are referred to Club for the community

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$10,000.00 Awarded By: City of Donna

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Sport Coordinator, Recreational Leaders, Attend Clerk, Unit Directors, Social Security Taxes Library, game room, arts & crafts , educational and sport supplies

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Promote membership, Expend the number of members participating daily, Help at risk youth realize their potential growth and development , Extend services to teens, Teen outreach program, Violence prevention program, and on the job training

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Tutoring and "Smart Moves" programs daily at all sites, Sports program Flag football , Volleyball, Basketball, and base ball for 5-12 yr olds, Provide guidance and counseling

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
At risk youth 5-18 years of age
Low to income children
100 City of Donna members

Section VII List all of the locations with physical address where the service(s) will be provided.
Boys and Girls Club Donna - 307 Miller Ave, Donna Texas 78537

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Program Coordinator, Recreational Leaders,	\$6,380.00
Supplies(Flag Football, Baseball, Basketball, Volleyball equipment, Library, arts & crafts, game room and computer supplies	\$3,131.93
Social Security Taxes	\$488.07
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 __ - 2009 __ For the Months of...	<u>Estimated Amount</u> Of Expenditures	Type of Budgeted Expenditures
July	\$624.37	Salaries & Fringe Benefits
August	\$624.37	Salaries & Fringe Benefits
September	\$624.37	Salaries & Fringe Benefits
October	\$3756.30	Salaries & Fringe Benefits Equipment and supplies
November	\$624.37	Salaries & Fringe Benefits
December	\$624.37	Salaries & Fringe Benefits
January	\$624.37	Salaries & Fringe Benefits
February	\$624.37	Salaries & Fringe Benefits
March	\$624.37	Salaries & Fringe Benefits
April	\$624.37	Salaries & Fringe Benefits
May	\$624.37	Salaries & Fringe Benefits
TOTALS:	10,000	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	50	Five Service Core Areas
August	5	Five Service Core Areas
September	0	Five Service Core Areas
October	0	Five Service Core Areas
November	0	Five Service Core Areas
December	10	Five Service Core Areas
January	0	Five Service Core Areas
February	0	Five Service Core Areas
March	0	Five Service Core Areas
April	0	Five Service Core Areas
May	0	Five Service Core Areas
Total:	65	Five Service Core Areas

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

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Revised June 2008

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by ENTITY of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to ENTITY:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to SUBRECIPIENT:

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

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

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

Assignment. This Agreement shall not be assignable by SUBRECIPIENT. ENTITY may assign this Agreement without the consent of SUBRECIPIENT.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-9999

9.H.

**Boys & Girls Club - Alamo
CC REGULAR**

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Boys & Girls Club of Alamo - San Juan (Youth Services) in the amount of \$53,500.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for recreational leaders, unit director and for the purchase of recreational equipment/supplies. (See the attached Exhibits).

Subrecipient: Boys & Girls Club of Alamo-San Juan

Individual Agreement amounts: Hidalgo County Precinct #1 \$30,000.00

Hidalgo County Precinct #2 \$13,500.00

City of San Juan \$10,000.00

Total Funding Amount: \$53,500.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of \$53,500.00 as of 07/02/08.

Attachments

Link: [Agreement](#)

Link: [Statement of Work](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Veronica Lopez	07/02/2008 01:25 PM	APRV
2		Veronica Lopez	Veronica Lopez	07/03/2008 08:41 AM	APRV

3	Auditor's Office	Linda Fong	07/03/2008 09:33 AM	APRV
4	Purchasing Department	Marty Salazar	07/03/2008 01:22 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 02:24 PM	APRV

Form Started By: Angela Garcia

Started On: 07/02/2008 08:58 AM

Final Approval Date: 07/03/2008

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I
Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly reimbursement requests as approved on Exhibit B-2 Schedule of Payment due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide services in the areas of Character & Leadership Development, Education & Career development, the Arts, Sports, Fitness, & Recreation, Health & Life Skills. _____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 30,000.00 Awarded By: Precinct 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for the following positions; Program Director, Year-round Program Leaders, Unit Director, Summer Program Leaders, and Equipment. _____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

The Youth Development Strategy will be implemented within every program. Staff will plan and implemented youth development programs in all core areas. Small group & large group activities will be implemented. One-to-one mentoring sessions will be held with at risk members. _____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Provide affordable afterschool and summer youth development programs as well as youth sports leagues this includes special events on weekends.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

All Youth ages 6-18 years of age especially those from disadvantaged circumstances. Youths who would not have the opportunity to participate in U.I.L. sports programs. Programs will work with low and low /moderate income residents. A minimum of 85 youth members from Precinct 1 & City of Alamo. _____

Section VII List all of the locations with physical address where the service(s) will be provided.

501 North 13th Street Alamo, TX, and 733 North Alamo Rd. Alamo, TX, _____

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries - Program Director (including benefits 7.65%)	\$ 12,000.00
Salaries –Program Leaders (including benefits 7.65%)	\$ 13,000.00
Salaries - Unit Director (including benefits 7.65%- summer)	\$ 3,600.00
Equipment – Game tables, chairs, tables, Games, Art supplies, sports supplies, uniforms	\$ 1,400.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 30,000.00

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 4,000.00	Program Salaries/Equipment
August	\$3,000.00	Program Salaries/Equipment
September	\$ 2,555.00	Program Salaries/Equipment
October	\$2,555.00	Program Salaries/Equipment
November	\$ 2,555.00	Program Salaries/Equipment
December	\$2,560.00	Program Salaries/Equipment
January	\$ 2,555.00	Program Salaries/Equipment
February	\$2,555.00	Program Salaries/Equipment
March	\$ 2,555.00	Program Salaries/Equipment
April	\$ 2,555.00	Program Salaries/Equipment
May	\$ 2,555.00	Program Salaries/Equipment
TOTALS:	\$ 30,000.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	20	Youth Development
August	15	Youth Development
September	5	Youth Development
October	3	Youth Development
November	2	Youth Development
December	13	Youth Development
January	15	Youth Development
February	5	Youth Development
March	3	Youth Development
April	2	Youth Development
May	2	Youth Development
Total:	85	Youth Development

Initials _____

Page 11 of 17
Revised June 2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide services in the areas of Character & Leadership Development, Education & Career development, the Arts, Sports, Fitness, & Recreation, Health & Life Skills.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 10,000.00 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for the following positions; Program Director, Year-round Program Leaders, Unit Director, Summer Program Leaders, and Equipment.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

The Youth Development Strategy will be implemented within every program. Staff will plan and implemented youth development programs in all core areas. Small group & large group activities will be implemented. One-to-one mentoring sessions will be held with at risk members.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Provide affordable afterschool and summer youth development programs as well as youth sports leagues this includes special events on weekends.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

All Youth ages 6-18 years of age especially those from disadvantaged circumstances.
Youths who would not have the opportunity to participate in U.I.L. sports programs.
Programs will work with low and low /moderate income residents. A minimum of 30 youth members from Precinct 2 & City of San Juan.

Section VII List all of the locations with physical address where the service(s) will be provided.

501 North 13th Street Alamo, TX, and 715 South Standard, San Juan, TX.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries - Program Director (including benefits 7.65%) \$11.70/hr 45-70 hours per pay period 24pp 7/08-5/09	\$ 4,000.00
Salaries – 2 Program Leader (including benefits 7.65%) \$7.00/hr 45-80 hour per pay period 24 pp 7/08-5/09	\$ 2,750.00
Salaries - Unit Director (including benefits 7.65%- summer) \$9.00/hr 80 hours per pay period 5 pp 7/08	\$ 2,000.00
Salaries -Program Leaders (including benefits 7.65% summer) \$6.55/hr 80 hour per pay period 2 pp 7/08	\$ 1,000.00
Equipment – Game tables, chairs, tables, Games, Art supplies, sports supplies, uniforms	\$ 250.00
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 8 - 200 9 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 2,500.00	Program Salaries/Equipment
August	\$ 0	Program Salaries/Equipment
September	\$ 0	Program Salaries/Equipment
October	\$ 0	Program Salaries/Equipment
November	\$ 0	Program Salaries/Equipment
December	\$ 500.00	Program Salaries/Equipment
January	\$ 500.00	Program Salaries/Equipment
February	\$ 1,500.00	Program Salaries/Equipment
March	\$ 1,500.00	Program Salaries/Equipment
April	\$ 1,500.00	Program Salaries/Equipment
May	\$ 2,000.00	Program Salaries/Equipment
TOTALS:	\$ 10,000.00	

Initials _____

Exhibit C SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	10	Youth Development
August	5	Youth Development
September	8	Youth Development
October	2	Youth Development
November	2	Youth Development
December	2	Youth Development
January	2	Youth Development
February	2	Youth Development
March	2	Youth Development
April	2	Youth Development
May	2	Youth Development
Total:	30	Youth Development

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide services in the areas of Character & Leadership Development, Education & Career development, the Arts, Sports, Fitness, & Recreation, Health & Life Skills.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 13,500.00 Awarded By: Precinct 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for the following positions: Program Director, Year-round Program Leaders, Unit Director, Summer Program Leaders, and Equipment.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

The Youth Development Strategy will be implemented within every program. Staff will plan and implemented youth development programs in all core areas. Small group & large group activities will be implemented. One-to-one mentoring sessions will be held with at risk members.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Provide affordable afterschool and summer youth development programs as well as youth sports leagues this includes special events on weekends.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

All Youth ages 6-18 years of age especially those from disadvantaged circumstances.
Youths who would not have the opportunity to participate in U.I.L. sports programs.
Programs will work with low and low /moderate income residents. A minimum of 39 youth members from Precinct 2 & City of San Juan.

Section VII List all of the locations with physical address where the service(s) will be provided.

501 North 13th Street Alamo, TX, and 715 South Standard, San Juan, TX.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries - Program Director (including benefits 7.65%) \$11.70/hr 45-70 hours per pay period 24pp 7/08-5/09	\$ 4,500.00
Salaries – 2 Program Leaders (including benefits 7.65%) \$7.00/hr 45-80 hour per pay period 24 pp 7/08-5/09	\$ 4,250.00
Salaries - Unit Director (including benefits 7.65%- summer) \$9.00/hr 80 hours per pay period 5 pp 7/08	\$3,400.00
Salaries -Program Leaders (including benefits 7.65% summer) \$6.55/hr 80 hour per pay period 2 pp 7/08	\$1,100.00
Equipment – Game tables, chairs, tables, Games, Art supplies, sports supplies, uniforms	\$ 250.00
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 13,500.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 3,000.00	Program Salaries/Equipment
August	\$ 1,000.00	Program Salaries/Equipment
September	\$ 750.00	Program Salaries/Equipment
October	\$ 1,000.00	Program Salaries/Equipment
November	\$ 1,000.00	Program Salaries/Equipment
December	\$ 1,250.00	Program Salaries/Equipment
January	\$ 1,500.00	Program Salaries/Equipment
February	\$ 1,000.00	Program Salaries/Equipment
March	\$ 1,000.00	Program Salaries/Equipment
April	\$ 1,000.00	Program Salaries/Equipment
May	\$1,000.00	Program Salaries/Equipment
TOTALS:	\$ 13,500.00	

Initials _____

Exhibit C SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	20	Youth Development
August	10	Youth Development
September	1	Youth Development
October	1	Youth Development
November	1	Youth Development
December	1	Youth Development
January	1	Youth Development
February	1	Youth Development
March	1	Youth Development
April	1	Youth Development
May	1	Youth Development
Total:	39	Youth Development

Initials _____

Account No 1100-412-00-032-001-0-602

Accounting Period 13

Period

YTD

212211

pq 01 -1 1 1

Acct. Year 13

Previous Year Info.

Description MASTER CRT II-PAPER SUPPLIES

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

Checks

All < > > >

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	500.00	500.00	.00	.00	500.00
YTD	500.00	500.00	.00	.00	500.00
PRE	.00	.00	.00	.00	.00
TOT	500.00	500.00	.00	.00	500.00

AI-9998

9.I.

**Boys & Girls Club
CC REGULAR**

Date: 07/08/2008

Submitted By: Rina Guerra, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Boys & Girls Club of Edinburg- RGV (Youth Services) for the San Carlos, Brewster and Hargill units in the amount of \$45,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for recreational leaders, program leaders, program coordinator, unit coordinator, program supervisor and the purchase of minor equipment and supplies to implement youth programs. (See the attached Exhibits)

Subrecipient: **Boys & Girls Club of Edinburg- RGV-San Carlos,
Hargill and Brewster Units**

Individual Agreement amounts:
\$45,000.00

Hidalgo County Precinct #4

Total Funding Amount:
\$45,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of \$45,000.00 as of 07/02/08.

Attachments

Link: [statement of work](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1 Budget & Management Veronica Lopez 07/02/2008 01:24 PM

APRV

2	Veronica Lopez	Veronica Lopez	07/02/2008 01:53 PM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:37 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 10:39 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 07:51 AM	APRV

Form Started By: Rina Guerra

Started On: 07/02/2008 08:57 AM

Final Approval Date: 07/03/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide positive alternatives for youth 2). Provide supervised programs for youth ages six (6) to eighteen (18) years of age in this community 3) Expand and enhance youth development services in the community 4) collaborated effort with the Boys & Girls Clubs of America, City of Edinburg, Edinburg Consolidated School District, Hidalgo County Precinct 4 United Way of South Texas and the Lower Rio Grande Valley Development Council to acquire funding for this unit.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

\$ 45,000.00 Awarded By: Precinct #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & Supplies

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

1.) Serve 225 youth ages of six (6) to eighteen (18) years of age as registered club members. 2). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth in year round Sports, fitness and Recreation 3). Involve 75 San Carlos, 75 Hargill and 75 Brewster in year round in Character & Leadership Development 4). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth year round in Health and Life Skills 5). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth year round in Education and Career Development 6). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth year round in the Arts.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

The services provided through the Boys & Girls Clubs of Edinburg Rio Grande Valley, San Carlos Unit, Hargill and Brewster Longhorn Unit is to serve 225 youth between the ages of six (6) to eighteen (18) years during the year and summer. These youth are primarily for low-income families.

Section VII List all of the locations with physical address where the service(s) will be provided.

All activities will be conducted at the San Carlos Unit, Brewster Longhorn Unit and Hargill School. The San Carlos Unity is located at 6th Street and east 107 in San Carlos. The Brewster Unit is located at Rt 3 Box 1010 in San Manuel, Linn. Hargill School is located at 4th and Wilson Street in Hargill These youth will also participate in Edinburg activities for league play, field trips, and special events.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
SALARIES: Position (1) Program Coordinator 2 San Carlos 20 hours x 9.10 per hour x 52 weeks @ 100%= \$9464.00 Fringe Benefits: Fica @ .0765= \$723.99 (7/1/08 – 5/30/09) Position (2) Program Leader San Carlos 20 hours x 6.55 per hour x 52 weeks @ 100%= \$6812.00 x 2 = \$13625.00 Fringe Benefits: Fica @ .0765= \$521.12 x 2 = \$1042.24 (6/1/08-5/30/08) Total \$24855.23 – will only ask for \$15,000.00	\$15,000.00 – Salaries \$0.00 - Supplies
SALARIES: Position (1) Program Coord. 20 hours x 8.06 per hour x 52 weeks @ 100%= \$8382.40 Fringe Benefits: Fica @ .0765= \$641.25 (7/1/08-5/30/08) Position (2) Program Leader Brewster 15 hours x 6.55 per hour x 52 weeks @ 100%= \$5109.00 x 2 = \$10,218.00 Fringe Benefits: Fica @ .0765= \$390.84 x 2 = \$781.68 (7/1/08-5/30/08) Supplies (T-shirt , art and craft, and recreation and sports supplies) = \$1500.00 Total \$21,523.33 – will only ask for \$15,000.00	\$13,500.00- Salaries \$1,500.00- Supplies
SALARIES: Position (1) <u>Program Leader Hargill</u> 30hours x 6.55 per hour x 52 weeks @ 100%= \$10218.00 (6/1/08-5/30/08) Fringe Benefits: Fica @ .0765= \$781.68 SALARIES: Position (1) <u>Program Leader Hargill</u> 15 hours x 6.55 per hour x 10 weeks @ 100%= \$982.50 (6/1/08-8/30/08) Fringe Benefits: Fica @ .0765= \$75.16 Supplies (T-shirt , art and craft, and recreation and sports supplies) = \$2942.66	\$12,057.34 Salaries \$2,942.66 Supplies
TOTAL GRANT BUDGET:	\$ 45,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$3823.39	Salary Position San Carlos, Brewster and Hargill
August	\$3823.39	Salary Position San Carlos, Brewster and Hargill
September	\$3823.39	Salary Position San Carlos, Brewster and Hargill
October	\$3823.39	Salary Position San Carlos, Brewster and Hargill
November	\$3823.39	Salary Position San Carlos, Brewster and Hargill
December	\$3823.39	Salary Position San Carlos, Brewster and Hargill
January	\$3823.39	Salary Position San Carlos, Brewster and Hargill
February	\$3823.39	Salary Position San Carlos, Brewster and Hargill
March	\$3823.39	Salary Position San Carlos, Brewster and Hargill
April	\$6,766.15	Salary Position San Carlos, Brewster and Hargill Supplies Hargill & Brewster
May	\$3823.34	Salary Position San Carlos, Brewster and Hargill
TOTALS:	\$45,000.00	

Initials _____

Exhibit C SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
August	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
September	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
October	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
November	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
December	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
January	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
February	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
March	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
April	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
May	75 San Carlos 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
Total:	225	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I
Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by ENTITY of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to ENTITY:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to SUBRECIPIENT:

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

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

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

Assignment. This Agreement shall not be assignable by SUBRECIPIENT. ENTITY may assign this Agreement without the consent of SUBRECIPIENT.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

Exhibit D
RECORDS & REPORTS

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly reimbursement requests as approved on Exhibit B-2 Schedule of Payment due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-9997

9.J.

City of Edcouch

CC REGULAR

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting final approval of the negotiated professional services contract with J.E. Saenz & Associates, Inc., in the amount of \$3,850.00 utilizing Year 20 (2007) Urban County Program Water/Sewer Improvements project in the City of Edcouch as previously authorized for negotiations by Commissioners' Court on April 29, 2008.

BACKGROUND

The City of Edcouch has negotiated a best and final professional services contract with J.E. Saenz & Associates, Inc. for the amount of \$3,850.00 for 2007 Water/Sewer Improvements project. See Attached scope of services.

Contract Amount: \$ 3,850.00

Funds Available: \$ 35,000.00 Year 20 (2007) Water/Sewer Improvements

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. Funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 20 (2007) Water/Sewer Improvements in the amount of \$35,000.00

Attachments

Link: [letter](#)

Link: [Service Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 11:15 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 02:44 PM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:36 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:23 PM	APRV

5 Court Administrator Angela Garcia 07/03/2008 07:51 AM APRV
Form Started By: Angela Garcia Started On: 07/02/2008 08:56
AM
Final Approval Date: 07/03/2008



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

June 24, 2008

Hidalgo County Urban County
Diana Serna
1916 Tesoro Blvd.
Pharr, Texas 78577

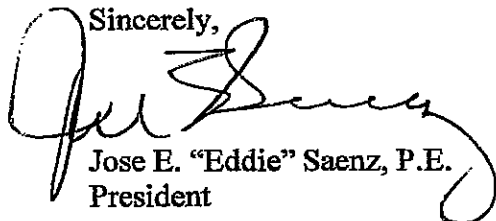
RE: City of Edcouch
Sewer Improvements Year 20

Ms. Serna,

Please accept this as our Best and Final Offer (BAFO) in connection with the City of Edcouch, 2007 Sewer Improvements. Our negotiated and final fee with the City of Edcouch is \$3,850.00.

If you should have any questions you may contact us at your convenience.

Sincerely,



Jose E. "Eddie" Saenz, P.E.
President

JES/rs/aa

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

JUN 24 2008

EXHIBIT "B"**SCOPE OF SERVICES****SEWER IMPROVEMENTS YEAR 20****CITY OF EDCOUCH**

The City of Edcouch (City) is prepared to implement a sewer improvement plan that will ensure the development of four existing manholes. The resulting manhole improvements will allow enhanced roadway conditions and upgrade to the system in order to meet increased flow conditions.

J.E. Saenz & Associates, Inc., will prepare a sewer improvement plan and review existing data (provided by the City) to accommodate the manhole upgrades. The major concern is the failing conditions of the existing brick manholes.

This plan will include:

- 1) Survey topography of locations
- 2) Specifications and drawings for the proposed manholes
- 3) Bid Soliciting
- 4) Conduct bid opening
- 5) Recommendation to the board
- 6) Periodic observations of the project
- 7) Review invoices submitted by contractor
- 8) Provide asbuilts drawings

A preliminary sewer improvement plan will be submitted and will be reviewed with city officials. Any comments received will be incorporated and the final draft will be prepared for construction plans.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

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info@jesaenz.com

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

Part I - Professional Services Agreement

This Agreement, entered into this ____ day of _____, 200__ by and between Hidalgo County, a political subdivision of the State of Texas, joined by the _____, (hereinafter called the "Party") and _____ duly authorized Engineer, herein acting by (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed _____ Project Account(s) # _____. (See Exhibit A)

2.1 Preliminary Phase

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

- l. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party of _____ six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV REIMBURSABLE EXPENSES

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V THE PARTY'S RESPONSIBILITIES

The Party will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and other data relative to design and construction of the Project.
- 5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of \$_____ for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

- 16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
 - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
 - c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
 - d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
 - e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

- 16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII WARRANTY

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

**SECTION XIX
EFFECTIVE DATE**

The effective date of this contract shall be _____. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20__.

Signature: _____
(Engineer)

Firm Name: _____

Address: _____

City/ST/ZIP: _____

FED ID #/SS #: _____

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the ____ day of _____, 20__, by

_____ of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

Notary - Signature

WITNESS:

COUNTY OF HIDALGO

**Diana R. Serna, Director
Urban County Program**

EXHIBIT A SCOPE OF SERVICES

SEE ATTACHED.

AI-9996

9.K.

**San Juan Youth Program
CC REGULAR**

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the San Juan Youth Program (Youth Services) in the amount of \$14,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of umpire fees, purchase of uniforms and recreational equipment/supplies. (See the attached Exhibits)

Subrecipient: San Juan Youth Program

Individual Agreement amounts: Hidalgo County Precinct #2 \$9,000.00

City of San Juan \$5,000.00

Total Funding Amount: \$14,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. Funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of \$14,000.00 as of 07/02/08.

Attachments

Link: [Agreement](#)

Link: [Statement of Work](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 11:15 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 02:56 PM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 03:35 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:23 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 07:51 AM	APRV

Form Started By: Angela Garcia

Started On: 07/02/2008 08:51
AM

Final Approval Date: 07/03/2008

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

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

Initials _____

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Learn baseball skills, exercise, training, teamwork, and family and community involvement.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 5,000 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Purchase of uniforms.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Will be promoting fitness as well as learning how to play baseball.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Will be able to provide one more team to each division and we will be able to offer winter league baseball.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
Will be serving approximately 400 children, low income, between the ages of 4-15yrs old living within the San Juan and surrounding areas.

Section VII List all of the locations with physical address where the service(s) will be provided.
1419 S. San Antonio Ave. San Juan, TX

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
BASEBALL UNIFORMS	\$ 5,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 5,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March	\$ 4,000.00	UNIFORMS
April		
May	\$1,000.00	UNIFORMS
TOTALS:	\$ 5,000.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March	250	BASEBALL
April	50	BASEBALL
May		
Total:	300	

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Learn baseball skills, exercise, training, teamwork, and family and community involvement.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 9,000 Awarded By: _____ Pct # 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Salary for umpires, uniforms, and trophies.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Will be promoting fitness as well as learning how to play baseball.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Will be able to provide one more team to each division and we will be able to offer winter league baseball.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Will be serving approximately 400 children, low income, between the ages of 4-15yrs old living within the San Juan and surrounding areas.

Section VII List all of the locations with physical address where the service(s) will be provided.

1419 S. San Antonio Ave. San Juan, TX

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
UNIFORMS	\$ 300.00
UMPIRE FEES	\$ 7,000.00
TROPHIES	\$ 1,700.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 9,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the Months of...	<u>Estimated Amount</u> Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October	\$600.00	UNIFORMS/UMPIRE FEES
November	\$150.00	UMPIRE FEES
December	\$500.00	TROPHIES/UMPIRE FEES
January		
February		
March	\$ 1,200.00	UMPIRE FEES
April	\$ 2,600.00	UMPIREE FEES
May	\$3,950.00	UMPIRE FEES/TROPHIES
TOTALS:	\$ 9,000.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October	100	BASEBALL
November	50	BASEBALL
December	50	BASEBALL
January		
February		
March	75	BASEBALL
April	50	BASEBALL
May		BASEBALL
Total:	325	

AI-10008

10.A.

**TX Agri-Life Extension Services
CC REGULAR**

Date: 07/08/2008

Submitted By: Patti Loya, TEXAS COOP. EXTENSION

Department: TEXAS COOP. EXTENSION

Agenda Area: Texas Cooperative Extension

Information

CAPTION

Discussion, consideration, acceptance and approval of claim/invoice with authority for auditor to issue payment to:

1. Ivan's Automotive in the amount of \$279.20 for maintenance and repairs to County Vehicle (2002 Ford Econo Van)

BACKGROUND

VIN # 1FTRX17W22NA62928

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-461-00-380-001-0-681

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 7/03/2008 \$934.40

Attachments

Link: [claim back-up](#)

Link: [back-up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 10:36 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	07/03/2008 02:25 PM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Patti Loya
Started On: 07/02/2008 10:31 AM

Final Approval Date: 07/03/2008

Ivan's Automotive
2245 S Closner
Edinburg, Texas 78539
956 380-0555

June 5, 2008

Hidalgo County Auditor's Office
Hidalgo County Administration Building
2808 South Highway 281
Edinburg, Texas 78539

Re: Invoice #46662, 2002 Ford Van Econoline 150

To Whom It May Concern:

The following information is provided to inform you that an estimate was issued by Ivan's Automotive on May 14, 2008, to Hidalgo County Extension Service for repair work on a 2002 Ford Van Econoline 150 4.2 VIN# 1FMRE11262HA49041.

The actual work on this vehicle was started on May 15, 2008 and was picked up on May 19, 2008.

Respectfully,

Ivan's Automotive



Ivan Keith Weaver

RECEIVED BY
COUNTY CLERK
2008 JUN 6 AM 11 10

IVAN'S AUTOMOTIVE

2245 S. CLOSNER
EDINBURG, TX 78539
380-0555



No. 48552

P.O. # 603751

Texas Cooperative Extension Service

NAME: Hidalgo County Extension DATE: 5-14-08 AM

ADDRESS: Brad Colson PHONE: 330-3208 PM

YEAR AND MAKE: 2002 Ford Van MODEL: Econoline MOTOR OR SERIAL NO.: 150 4.2 PHONE: YES NO

SPEEDOMETER: 080724 LICENSE: 824-672 PROMISED: Order Written By:

Lubricate ☐ Change Oil ☐ Oil Filter ☐ Air Filter ☐ Gas Filter ☐ Emission Control Service ☐ AMOUNT:

LP 824-672 02 Econoline V# 9041

Check A/C, Remove Rear Evaporator housing & case to replace rear expansion valve, evacuate & recharge 168.00

Change Oil & Filter 10.50

RECEIVED BY: JP

MAY 19 2008

HIDALGO COUNTY

APPROVED BY: Patricia Lopez

DATE: 5/14/08

P.O. # 603751



Purchase Order

COUNTY OF HIDALGO

PO#: 603751

DATE: 05/19/08

Page No 1 Of 1

VENDOR: 179442 REQ:00132573
FAX (956)383-3527 Email:
Phone:(956)380-0555
IVAN'S AUTOMOTIVE
2245 S. CLOSNER
EDINBURG TX 78539

BUYER: BRAD
SHIP TO: TEXAS COOPERATIVE EXTENSION
410 N. 13TH AVE
EDINBURG TX 78541

Vendor Acct:

CONTACT:
SITE: TEXAS COOPERATIVE EXTENSION
Contract No:

Special Instructions:

1764

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	Repair Exp Valve	37.40	37.40
1	EACH	O rings	5.00	5.00
1	EACH	Freon	29.97	29.97
1	EACH	oil filter	5.50	5.50
7	EACH	motor oil	2.69	18.83
1	EACH	A/C remove Evaporator housing & case to replace re exp valve, evacunt & recharge	168.00	168.00
1	EACH	Change oil & filter	10.50	10.50
1	EACH	Enviro fee	4.00	4.00
		Repairs & maintenance for the 2002 Ford Econoline Van, L.P. 824-672. VIN: 1FTRX17W22NA62928		
		CONFIRMING ORDER; DO NOT DUPLICATE		
		Total		279.20

		For Hidalgo County use only		
		8-1100-461-00-380-001-0-434		279.20
		Approved		

Authorized by:

Martín L. Salazar



410 N. 13th Avenue
Edinburg, Texas 78541
(956)383-1026 – Phone
(956)383-1735 – Fax

July 3, 2008

MEMORANDUM

To: Marty Salazar
County Purchasing Agent

From: Brad Cowan
County Extension Agent – Agriculture
Hidalgo County
AgriLife Extension Hidalgo County Department Head

Subj.: Ivan's Automotive
Invoice No.: 46662
Purchase Order No.: 603751
VIN 1FMRE11262HA49041

The 2002 Econoline Van, License Plate Number 824-672, needed the air conditioner repaired. Vehicle was taken to Hacienda Ford and Ivan's Automotive for bids. The estimate for this repair at Hacienda Ford was approximately \$750.00 and Ivan's Automotive's was \$279.20.

The vehicle was left at Ivan's Automotive for the estimate on May 14, 2008. Date entered for requisition number 00132573 was May 15, 2008, and approved on May 19, 2008; purchase order number 603751, in the amount of \$279.20. The actual work on this vehicle was started on May 15, 2008 and pickup on May 19, 2008.

There was an urgent need for the repair of the vehicle because it was to be used by five staff members to travel to Laredo on May 20, 2008, to attend a mandatory meeting.

Should you have any questions or need further information, please do not hesitate to call me.

BC/pgl

Quan.	PART NO. & DESCRIPTION	AMOUNT
	REAR Exp Valve	37.40
	O-Rings & Gasket	5.00
	FREON	29.97
	Oil Filter	5.50
	Motor Oil	18.83

AUTOMOTIVE

2245 S. CLOSNER
EDINBURG, TX 78539
380-0555



No 46562

PO# 603751

Texas Cooperative Extension Service

NAME	DATE	A.M.
Hidalgo County Extension	5-14-08	P.M.
ADDRESS	PHONE	
Brad Crown	330-3208	
YEAR AND MAKE	MODEL	MOTOR OR SERIAL NO.
2002 Ford Van	Econoline 150	4.2
SPEEDOMETER	LICENSE	PROMISER
080724	824-672	
Order Written By		

Label	Change	Oil	Air	Cher	Emission	AMOUNT
cut	Oil	Filter	Filter	Filter	Control	

LP 824-672 02 Econoline V# 9041

Check A/C, Remove Rear Evaporator
housing & Case to Replace Rear
Expansion Valve, Evacuate & Recharge 168.00

Change Oil & Filter 10.50

RECEIVED BY

MAY 19 2008

HIDALGO COUNTY
TX COOPERATIVE EXT.

APPROVED BY: Patricia Lopez

DATE: 5/14/08

P.O.# 60375

RECEIVED
COUNTY

TIRES, TUBES AND ACCESSORIES

OUTSIDE REPAIRS

GALS. GAS @		Total Labor	178.50
QTS. OIL @		Body Work and Outside Repairs	
LBS. GREASE @		Total Parts	96.70
TOTAL		Tire, Gas, Oil and Grease	
NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.		Environmental Fee	4.00
		SUB-TOTAL	279.20
		TAX	
		TOTAL	279.20

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck, or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto.

x

Ivan's Automotive
2245 S Closner
Edinburg, Texas 78539
956 380-0555

June 5, 2008

Hidalgo County Auditor's Office
Hidalgo County Administration Building
2808 South Highway 281
Edinburg, Texas 78539

Re: Invoice #46662, 2002 Ford Van Econoline 150

To Whom It May Concern:

The following information is provided to inform you that an estimate was issued by Ivan's Automotive on May 14, 2008, to Hidalgo County Extension Service for repair work on a 2002 Ford Van Econoline 150 4.2 VIN# 1FMRE11262HA49041.

The actual work on this vehicle was started on May 15, 2008 and was picked up on May 19, 2008.

Respectfully,

Ivan's Automotive



Ivan Keith Weaver

RECEIVED BY
COUNTY CLERK
2008 JUN 6 AM 11 10

4-H AND YOUTH DEVELOPMENT



April 15, 2008

MEMO TO: All District 12 County Faculty**SUBJECT:** District 12 Spring 4-H Faculty Meeting
May 20-22, 2008 • Embassy Suites Hotel • Laredo, Texas

The annual District 12 Spring 4-H Faculty Meeting will be held on May 20-22, 2008 at the Embassy Suites Hotel in Laredo. All Extension Agents are expected to attend this annual meeting. The tentative agenda has been attached for your use and reference.

There will be a \$45.00 registration fee per person to cover the cost of meeting rooms, refreshments and other meeting expenses. Registration will be online through the Texas AgriLife Extension Conference Services website at <http://agrilifeevents.tamu.edu> and will be open between April 18 and May 12. Do NOT send money or registration forms to the District Office. There will be no onsite registration. All registrations must be completed online by May 12, 2008.

A block of rooms has been reserved at the Embassy Suites Hotel at the rate of \$85.00 for single occupancy and \$130.00 for double occupancy. You will need to make your own reservations before May 10 at which time all rooms will be released and rates will increase to their normal amount. You can contact the hotel at (956)723-9100 or toll free at 1-800-362-2779. Information about the hotel can be found at <http://embassysuites.com> and select the Laredo location. As a service of the hotel, a full complimentary cooked-to-order breakfast will be provided each morning.

Each county is asked to develop a one-page report that highlights your county's 4-H enrollment expansion needs, your response, and any results in the following two areas:

- (A) Club Enrollment
- (B) Curriculum Enrichment and Special Interest

Reports should clearly describe steps taken with measured results. Do not bring a copy of a flyer, brochure, or previously generated report. Each county should bring copies for all agents (40) and be prepared to give a brief oral report.

There will be time scheduled for all professional associations (TAE4HA, ESP, TEAFCS, and TCAAA) to meet. Please contact your district representative about specific agendas and details.

This is your authorization to travel to Laredo, Texas on May 20-22, 2008 and charge your expenses to your regular travel account.

If you have any questions, please do not hesitate to contact us.

Sincerely,

((ORIGINAL SIGNED BY RJS / LHS))

Ruben J. Saldaña, Ed.D.
District Extension Administrator
South District 12

Luis H. Saldaña
Regional Program Director - 4-H
South Region

RJS/LHS:lg

South District 12 4-H
2401 E. Highway 83
Weslaco, Texas 78596-8398

Tel. 956.968.5581
Fax. 956.969.5630
<http://d124-h.tamu.edu>

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

AgriLIFE EXTENSION

Texas A&M System

District 12 Spring 4-H Faculty Meeting

May 20—22, 2008 • Embassy Suites • Laredo, Texas

AGENDA

Tuesday, May 20, 2008

1:00 p.m.	Begin arrival
2:00 p.m.	Registration
2:30 p.m.	Personal Financial Management (<i>Joyce Cavanagh</i>)
4:15 p.m.	Break
4:30 p.m.	Local 4-H Opportunities Update & Trends (<i>Luis Saldaña</i>)
5:15 p.m.	Outreach Highlights (<i>South Cluster</i>)
5:30 p.m.	Adjourn

Wednesday, May 21, 2008

8:00 a.m.	Cluster Meetings ★ Planning & Evaluation for 2007-2008 District 4-H Events ★ Cluster Reports
9:30	Outreach Highlights (<i>North Cluster</i>)
9:45	Break
10:00 a.m.	Marketing to 4-H Youth (<i>Luis Saldaña</i>)
11:30 a.m.	Monthly Reporting (<i>Ruben Saldaña</i>)
11:00 a.m.	Concurrent ANR/FCS RPD Update Sessions ★ ANR Agents with ANR-RPD (<i>Monty Dozier</i>) ★ FCS Agents with FCS-RPD (<i>Elaine Fries</i>) ★ 4-H Agents with 4-H RPD for D12 4-H Council Planning Meeting (<i>Luis Saldaña</i>)
12:00 p.m.	Lunch - Mexican Buffet
1:00 p.m.	Outreach Highlights (<i>West Cluster</i>)
1:30 p.m.	Expanding the Quality Local 4-H Experience ★ Overview (<i>Luis Saldaña</i>) ★ Strengthening Clubs (<i>Gayle Hall</i>) ★ Engaging Volunteers (<i>Monty Dozier</i>) ★ Summary and Questions (<i>Luis Saldaña</i>)
5:30 p.m.	Adjourn

Thursday, May 22

8:00 a.m.	4-H Enrollment & Planning for a Quality 4-H Club Experience (<i>Luis Saldaña</i>)
8:45 a.m.	Cluster Meetings ★ Planning for 2008-2009 District 4-H Events ★ Cluster Reports
10:15 a.m.	Break
10:30 a.m.	Outreach Highlights (<i>East Cluster</i>)
11:00 a.m.	Administrative Items (<i>Ruben Saldaña</i>)
12:00 p.m.	Adjourn—Have a Safe Trip Home





Purchase Order

COUNTY OF HIDALGO

PO#: 603199

DATE: 05/07/08

Page No 1 Of 1

VENDOR: 252468

REQ:00132019

Email:

Phone: (956)383-1615

HACIENDA FORD

3010 W. UNIVERSITY

EDINBURG TX 78539

Vendor Acct:

BUYER: BRAD

SHIP TO: TEXAS COOPERATIVE EXTENSION

410 N. 13TH AVE

EDINBURG TX 78541

CONTACT:

SITE: TEXAS COOPERATIVE EXTENSION

Contract No:

Special Instructions:

1756

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER		
		Maintenance & repairs to county Econoline 2002 Van, L.P.'s 824-672, VIN 1FMRE11262HA49041 FOR A/C AND WINDSHIELD WIPER LINE.	300.00	300.00
		CONFIRMING ORDER; DO NOT DUPLICATE		
		Total		300.00

		For Hidalgo County use only		
		8-1100-461-00-380-001-0-434	300.00	
		Approved		

Authorized by:



Purchase Order

COUNTY OF HIDALGO

PO#: 603751

DATE: 05/19/08

Page No 1 Of 1

VENDOR: 179442

REQ:00132573

FAX: (956) 383-3527

Email:

Phone: (956) 380-0555

IVAN'S AUTOMOTIVE

2245 S. CLOSNER

EDINBURG TX 78539

BUYER: BRAD

SHIP TO: TEXAS COOPERATIVE EXTENSION

410 N. 13TH AVE

EDINBURG TX 78541

Vendor Acct:

CONTACT:

SITE: TEXAS COOPERATIVE EXTENSION

Contract No:

Special Instructions:

1764

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
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4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	Repair Exp Valve	37.40	37.40
1	EACH	O rings	5.00	5.00
1	EACH	Freon	29.97	29.97
1	EACH	oil filter	5.50	5.50
1	EACH	motor oil	2.69	18.83
7	EACH	A/C remove Evaporator housing & case to replace re exp	168.00	168.00
1	EACH	valve, evacunt & recharge	10.50	10.50
1	EACH	Change oil & filter	4.00	4.00
1	EACH	Enviro fee		
		Repairs & maintenance for the 2002 Ford Econoline Van,		
		L.P. 824-672. VIN: 1FTRX17W22NA62928		
		CONFIRMING ORDER; DO NOT DUPLICATE		
		Total		279.20

		For Hidalgo County use only		
		8-1100-461-00-380-001-0-434		279.20
		Approved		

Authorized by:

Requisition Entry/Approval - FOENT01B

02/15/08 11:30 am

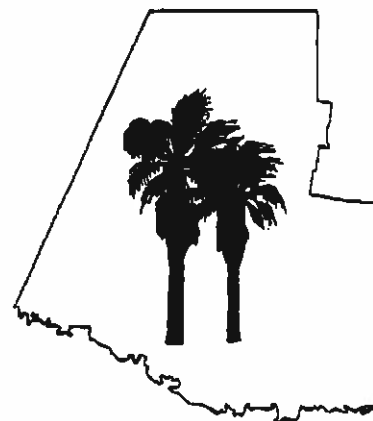
Requisition # 00132573 Print Requisition Date Entered 05-15-2008 Account Year 6 PO # 603751 Item Total 279.20
Enter Req's Only Approve Approve By Year Requisition Status Purchase Order View Acct Total 279.20

Order Header Items Accounts Inquire Approval

Approver Sequence	Approver	Status	Status Date	User id
1	TEXAS COOPERATIVE EXTENSIO	A - Approved Order	05-19-2008 02:10:19 pm	BRAD
2	PURCHASING DEPARTMENT	A - Approved Order	05-19-2008 02:42:02 pm	TANYA
3	READY FOR PRINT	P - Printed		



Texas AgriLife Extension Service, Hidalgo County
410 North 13th Avenue
Edinburg, TX 78541



Fax Cover

Date

7/3/2008

Time

am pm

To

Marty Salazar

Fax

318-2629

From

Patti for Brad

We are sending you a total of pages including this cover sheet.

If you do not receive all pages indicated above please call us as soon as possible.

Message

Visit our website at <http://hidalgo-tx.tamu.edu> or email us at: hidalgo@ag.tamu.edu
phone: 956-383-1026 or 1-800-638-8329 fax: 956-383-1735

AI-10018

11.A.

**Membership Dues-Texas Narcotic Officers Association
CC REGULAR**

Date: 07/08/2008

Submitted By: Monica Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Agenda Area: Sheriff's Office

Information

CAPTION

Requesting approval for 2008 membership and payment for Sheriff Lupe Trevino, Capt. Rudy Espinoza, Sgt. Miguel Davila, Dep. Hugo Rangel and Dep. Romeo Rodriguez to the Texas Narcotic Officers Association in the amount of \$ 150.00 (\$ 30.00 each).

BACKGROUND

The Texas Narcotic Officers Association is an organization consisting of city, county, state and federal law enforcement officers whose primary duty was the enforcement of drug related laws in the State of Texas. The association was created for the purpose of exchanging information, discussing problems inherent to narcotic enforcement, sharing new techniques being utilized by both officers and suspects and recognizing deficiencies in the existing laws as they pertain to narcotic enforcement.

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:

\$4,491.00 available balance as of 07/02/08.

Attachments

Link: Texas Narcotic Officers
Association

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 02:51 PM	APRV
2	Rey Salazar	Rey Salazar	07/02/2008 03:55 PM	APRV
3	Auditor's Office	Linda Fong	07/03/2008 09:41 AM	APRV
4	Purchasing Department	Marty Salazar	07/03/2008 01:22 PM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 02:24 PM	APRV

Form Started By: Monica Hinojosa

Started On: 07/02/2008 02:12
PM

Final Approval Date: 07/03/2008

Texas Narcotic Officers' Association

Organized May 5, 1970

EXECUTIVE BOARD

TNOA OFFICERS

2008 TNOA CONFERENCE

2008 CONFERENCE VENDORS

TNOA AWARDS / SCHOLARSHIPS

2008 TNOA SPONSORS

REGIONAL NEWS / TRAINING

FALLEN TNOA OFFICERS

LINKS/GUESTBOOK

CONTACT US

DONATIONS

FACES OF METH

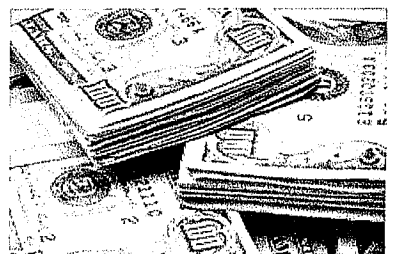
WELCOME TO TNOA

On May 5, 1970, by virtue of State Charter, State of Texas, the Texas Narcotic Officers Association was organized. Meetings were held by city, county, state and federal law enforcement officers, whose primary duty was the enforcement of drug-related laws in the State of Texas. These meetings were held for the purpose of exchanging information, discussing problems inherent to narcotic enforcement, sharing new techniques being utilized by both officers and suspects, and recognizing deficiencies in the existing laws as they pertain to narcotic enforcement.

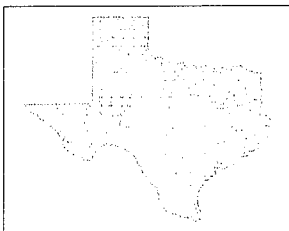
The Texas Narcotic Officers Association has grown over the years to a membership of approximately 2000. *Membership in TNOA is not exclusive to narcotic officers.* TNOA members include officers from street cops to gang officers. TNOA members include members of sheriffs' departments, constables' offices, district attorneys' offices, state officers, federal officers, reserve officers, and officers from many other areas of law enforcement. Any officer who has an interest in the drug problem in the state of Texas is welcome to join TNOA.

TNOA is divided into five Regional Chapters organized according to geographical regions, to wit: North, South, East, West, and Central. Each Regional Chapter elects one Chapter Vice President and two Chapter Directors. Each Regional Chapter holds quarterly Regional meetings. The election of the Chapter Vice President and the Chapter Directors are held at the last quarterly meeting prior to the Annual Training Conference. TNOA holds one annual meeting that is designated as the Annual Training Conference.

The Executive Board of the Association consists of the President, the State Sgt-at-Arms, five Chapter Vice Presidents, ten Chapter Directors, the Immediate Past President, the Journal Editor/Historian, the State Training Officer, a



[Click here for TNOA Regional Map](#)

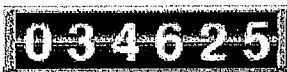




Conference Coordinator and the Executive Director.



The time is: 10:59:09 AM on June 24, 2008



Web site designed & hosted by Corky Schalchlin © 2006 at Homestead™

Texas Narcotic Officers Association

Membership Application

"Contributions or gifts to TNOA are not tax deductible as charitable contributions.
However, they may be tax deductible as ordinary and necessary business expenses"

Applicants must complete the information below and submit it with the application fee.
Membership is good for one year.

DUES: NEW: X RENEW:

REGION: North South X East West Central (Please check one)

ACTIVE (Commissioned) \$30 ☒

ASSOCIATE (Non-Commissioned) \$30

SUSTAINING (Supporter) \$50

LIFE (Restricted)

Date: 06/30/08 Applying as: Active X Associate Sustaining Life

Last Name: Trevino First Name: Guadalupe MI:

Date of Birth: 12/23/49 SS#: 455-86-5614 DL#: 06200869 State: TX

Mailing Address: P.O. Box 1228, Edinburg, Texas 78540

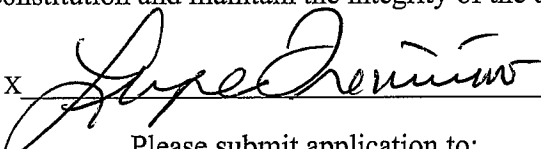
Agency: Hidalgo Co. Sheriff's Agency Address: P.O. Box 1228, Edinburg, Tx 78540

Agency Phone: (956) 383-8114 Contact Phone: ()

Insurance Beneficiary:

Sponsor: Agency: Hidalgo County Sheriff's Office

As a member of the Texas Narcotic Officers Association, I swear to abide by and uphold
the Constitution and maintain the integrity of the association.

Signature of applicant : X 

Please submit application to:

Texas Narcotic Officers Association
1790 Lee Trevino Dr, Suite #505
El Paso, Texas 79936
915/629-0055
915/629-0059 fax

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Guadalupe Trevino, do hereby state that my membership in the Texas Narcotic Officers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state the following:

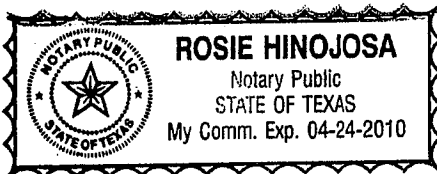
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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 to attempt to influence 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: Guadalupe Trevino

DATE: 06/30/08

TITLE: Hidalgo County Sheriff

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



Rosie Hinojosa
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

Texas Narcotic Officers Association

Membership Application

"Contributions or gifts to TNOA are not tax deductible as charitable contributions.
However, they may be tax deductible as ordinary and necessary business expenses"

Applicants must complete the information below and submit it with the application fee.
Membership is good for one year.

DUES: NEW: _____ RENEW: X

REGION: North _____ South X East _____ West _____ Central _____ (Please check one)

ACTIVE (Commissioned) \$30
ASSOCIATE (Non-Commissioned) \$30

SUSTAINING (Supporter) \$50
LIFE (Restricted)

Date: 06/17/08 Applying as: Active X Associate _____ Sustaining _____ Life _____

Last Name: Espinoza First Name: Rodolfo MI: _____

Date of Birth: 06/28/54 SS#: 458-08-8742 DL#: 07608618 State: TX

Mailing Address: P.O. Box 1228

Agency: Hidalgo Co. Sheriff Agency Address: P.O. Box 1228

Agency Phone: (.956) 383-8114 Contact Phone: () _____

Insurance Beneficiary: Ester Espinoza

Sponsor: _____ Agency: Hidalgo County Sheriff's Office

As a member of the Texas Narcotic Officers Association, I swear to abide by and uphold
the Constitution and maintain the integrity of the association.

Signature of applicant : X

Please submit application to:

Texas Narcotic Officers Association
1790 Lee Trevino Dr, Suite #505
El Paso, Texas 79936
915/629-0055
915/629-0059 fax

Req# 134933

Invoice Received By:

Monica Hinojosa 6-24-08

Goods/Services Received By:

Rudy Espinoza

8-1100-421-00-19A-M01-A-810

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Rodolfo Espinoza, do hereby state that my membership in the Texas Narcotic Officers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state the following:

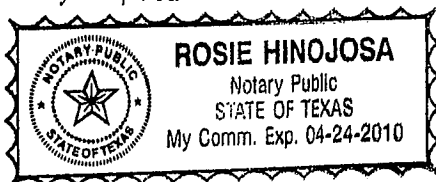
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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 to attempt to influence 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: R. Espinoza

DATE: 06/20/08

TITLE: Captain

Before me Rosie Hinojosa, a Notary Public, appeared Rodolfo Espinoza, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Rosie Hinojosa
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

Texas Narcotic Officers Association

Membership Application

"Contributions or gifts to TNOA are not tax deductible as charitable contributions.
However, they may be tax deductible as ordinary and necessary business expenses"

Applicants must complete the information below and submit it with the application fee.
Membership is good for one year.

DUES: NEW: X RENEW:

REGION: North South X East West Central (Please check one)

ACTIVE (Commissioned) \$30
ASSOCIATE (Non-Commissioned) \$30

SUSTAINING (Supporter) \$50
LIFE (Restricted)

Date: 06/17/08 Applying as: Active X Associate Sustaining Life

Last Name: Rodriguez First Name: Romeo MI:

Date of Birth: 10/02/62 SS#: 458-33-6626 DL#: 02003888 State: TX

Mailing Address: P.O. Box 1228, Edinburg, Texas 78540

Agency: Hidalgo Co. Sheriff Agency Address: P.O. Box 1228, Edinburg, Texas

Agency Phone: (956) 383-8114 Contact Phone: ()

Insurance Beneficiary: Gloria I. Rodriguez

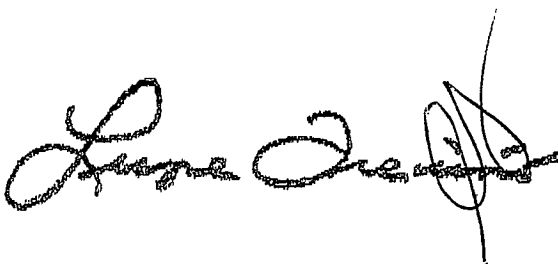
Sponsor: Agency: Hidalgo County Sheriff's Office

As a member of the Texas Narcotic Officers Association, I swear to abide by and uphold
the Constitution and maintain the integrity of the association.

Signature of applicant : X *Romeo Rodriguez*

Please submit application to:

Texas Narcotic Officers Association
1790 Lee Trevino Dr, Suite #505
El Paso, Texas 79936
915/629-0055
915/629-0059 fax



Req# 134933
Invoice Received By: Monica Hinojosa 06-24-08
Goods/Services Received By:
Romeo Rodriguez
8-1100-421-00-280-001-D-810

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

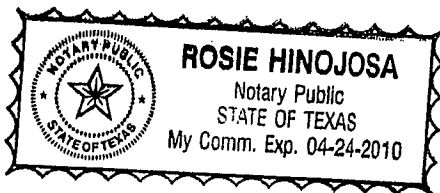
I, Romeo Rodriguez, do hereby state that my membership in the Texas Narcotic Officers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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 to attempt to influence 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: Romeo Rodriguez
TITLE: Sr. Deputy Sheriff

DATE: 06/19/08

Before me Rosie Hinojosa, a Notary Public, appeared Romeo Rodriguez, 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.



Rosie Hinojosa
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

Texas Narcotic Officers Association

Membership Application

"Contributions or gifts to TNOA are not tax deductible as charitable contributions.
However, they may be tax deductible as ordinary and necessary business expenses"

Applicants must complete the information below and submit it with the application fee.
Membership is good for one year.

DUES: NEW: X RENEW:

REGION: North South X East West Central (Please check one)

ACTIVE (Commissioned) \$30
ASSOCIATE (Non-Commissioned) \$30

SUSTAINING (Supporter) \$50
LIFE (Restricted)

Date: 06/17/08 Applying as: Active X Associate Sustaining Life

Last Name: Rangel First Name: Hugo MI:

Date of Birth: 10/17/72 SS#: 450-31-4676 DL#: 16470332 State: TX

Mailing Address: P.O. Box 1228, Edinburg, Texas 78540

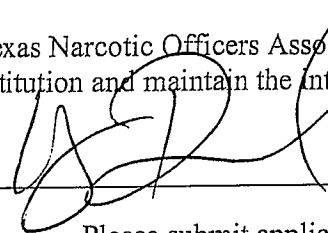
Agency: Hidalgo Co. Sheriff Agency Address: P.O. Box 1228, Edinburg, Tx

Agency Phone: (956) 383-8114 Contact Phone: ()

Insurance Beneficiary: Marivel Rangel

Sponsor: Agency: Hidalgo County Sheriff's Office

As a member of the Texas Narcotic Officers Association, I swear to abide by and uphold
the Constitution and maintain the integrity of the association.

Signature of applicant : X 

Please submit application to:

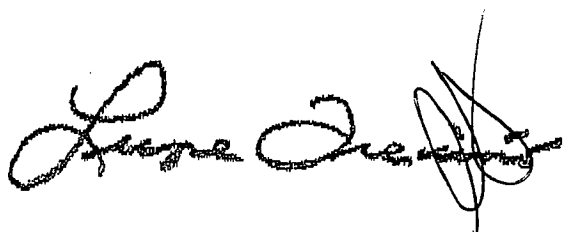
Texas Narcotic Officers Association
1790 Lee Trevino Dr, Suite #505
El Paso, Texas 79936
915/629-0055
915/629-0059 fax

Req # 134933

Invoice Received By: Monica Hinojosa 6-24-08

Goods/Services Received By:
Hugo Rangel

8-1100-421-00-280-001-0-810

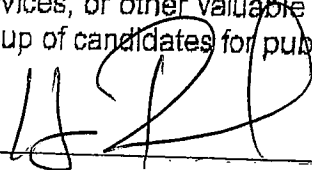


**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

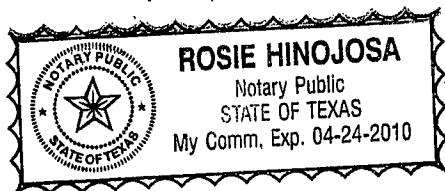
I, Hugo Rangel, do hereby state that my membership in the Texas Narcotic Officers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state the following:

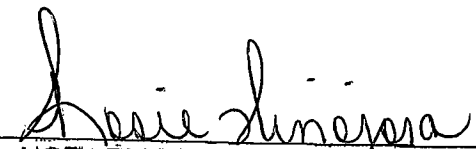
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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 to attempt to influence 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:  #5189
TITLE: Deputy Sheriff

DATE: 06/23/08

Before me Rosie Hinojosa, a Notary Public, appeared Hugo Rangel 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.




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

Texas Narcotic Officers Association

Membership Application

"Contributions or gifts to TNOA are not tax deductible as charitable contributions.
However, they may be tax deductible as ordinary and necessary business expenses"

Applicants must complete the information below and submit it with the application fee.
Membership is good for one year.

DUES: NEW: _____ RENEW: X

REGION: North _____ South X East _____ West _____ Central _____ (Please check one)

ACTIVE (Commissioned) \$30
ASSOCIATE (Non-Commissioned) \$30

SUSTAINING (Supporter) \$50
LIFE (Restricted)

Date: 06/17/08 Applying as: Active X Associate _____ Sustaining _____ Life _____

Last Name: Davila First Name: Miguel MI: _____

Date of Birth: 12/07/73 SS#: 464-25-2494 DL#: 11947117 State: TX

Mailing Address: P.O. Box 1228

Agency: Hidalgo Co. Sheriff Agency Address: P.O. Box 1228, Edinburg, Tx

Agency Phone: (956) 383-8114 Contact Phone: () _____

Insurance Beneficiary: Marta Corpus

Sponsor: _____ Agency: Hidalgo County Sheriff's Office

As a member of the Texas Narcotic Officers Association, I swear to abide by and uphold
the Constitution and maintain the integrity of the association.

Signature of applicant : X Miguel Davila

Please submit application to:

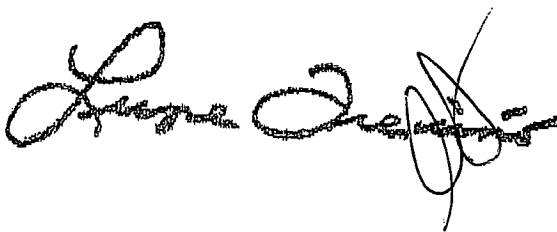
Texas Narcotic Officers Association
1790 Lee Trevino Dr, Suite #505
El Paso, Texas 79936
915/629-0055
915/629-0059 fax

Req. # 134933

Invoice Received By: Monica Hinojosa 06-24-08

Goods/Services Received By: Miguel Davila

8-1100-421-00-280-001-D-810



**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

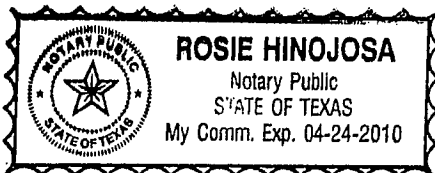
I, Miguel Davila, do hereby state that my membership in the Texas Narcotic Officers' Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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 to attempt to influence 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: Miguel Davila
TITLE: Sergeant

DATE: 06/19/08

Before me Rosie Hinojosa, a Notary Public, appeared Miguel Davila and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Rosie Hinojosa
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

AI-10023

12.A.

Acceptance of Order Setting Salary of Assistant County Auditors for 2008

CC REGULAR

Date: 07/08/2008

Submitted By: Yolanda Agado, AUDITOR'S OFFICE

Submitted For: Ray Eufracio

Department: AUDITOR'S OFFICE

Agenda Area: Auditor's Office

Information

CAPTION

Acceptance of Order Setting Salary of Assistant County Auditors for 2008

BACKGROUND

On July 19, 2008, the board of Judges approved the following:

- 1.) To create and set the salary for a Grants Accountant at \$38,400.00 and an Accounts Payable Specialist I at \$31,200.00;
- 2.) To set the salary of the Director of Accounting Division and the Director of Audit Division at \$67,600.00 each; and
- 3.) To provide the Grants Accounting Supervisor with a supplement in the amount of \$1,500.00.

Fiscal Impact

Attachments

Link: [Acceptance of Order Setting Salary of Assistant County Auditors for 2008](#)

Link: [LGC 111.074](#)

Link: [LGC 152.905](#)

Link: [LGC 84.021](#)

Link: [Revised Salary Schedule](#)

Link: [PAR Forms](#)

Link: [Salary Analysis](#)

Link: [Fiscal Note](#)

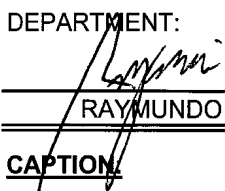
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 04:06 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/03/2008 05:12 PM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Yolanda Agado			Started On: 07/02/2008 03:30 PM	

Final Approval Date: 07/03/2008

**COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM**

No: _____

DATE: July 2, 2008 MEETING DATE REQUEST: July 8, 2008
DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO
DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION:

REGULAR AGENDA

Acceptance of Order setting salary of Assistant County Auditors for 2008

BACKGROUND: (Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)

On July 19, 2008, the Board of Judges approved the following:

To create and set the salary for a Grants Accountant at \$38,400.00 and an Accounts Payable Specialist I at \$31,200.00

To set the salary of the Director of Accounting Division and the Director of Audit Division at \$67,600.00 each

To provide the Grants Accounting Supervisor with a supplement in the amount of \$1,500.00

BUDGETARY IMPACT: \$0

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____
DEPT/FUND NO: _____ AMT EXPENDED: \$ _____ FUNDS/STAFFING BUDGETED: Yes _____ No _____
ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES _____ No _____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ TABLED ON: _____ DENIED ON: _____
(DATE) (DATE) (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITORS

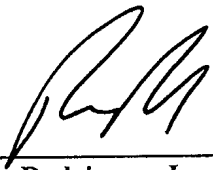
PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 19th day of June 2008 in the 398th District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the Assistant County Auditors.

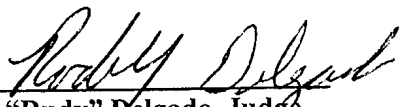
IT WAS VOTED THAT the salary of the Assistant County Auditors be set effective June 19, 2008, as per Exhibit "A".

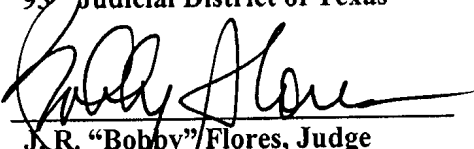
THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries be set, and it is Hereby set as of June 19, 2008.

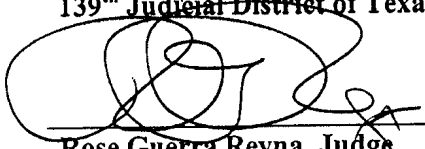
IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

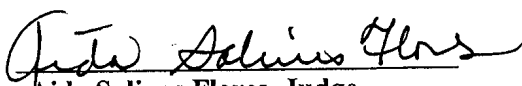
Signed this 19th day of June 2008.

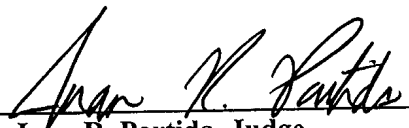

Ricardo Rodriguez, Jr., Judge
92nd Judicial District of Texas


Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

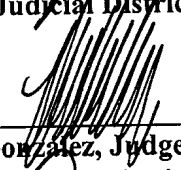

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

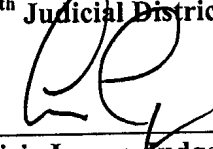

Rose Guerra Reyna, Judge
206th Judicial District of Texas

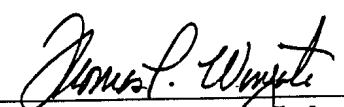

Aida Salinas Flores, Judge
398th Judicial District of Texas


Juan R. Partida, Judge
215th Judicial District of Texas


Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas


Noe Gonzalez, Judge
370th Judicial District of Texas


Leticia Lopez, Judge
389th Judicial District of Texas


Thomas P. Wingate, Judge
430th Judicial District of Texas


Daniel G. Rios, Judge
449th Judicial District of Texas

EXHIBIT A**2008 SALARY AND SUPPLEMENT
OF ASSISTANT COUNTY AUDITORS**

POSITION	2008 SALARIES	2008 SUPPLEMENT CPA= \$2,500.00 MBA= \$1,500.00
Grants Accountant	38,400.00	
Accounts Payable Specialist I	31,200.00	
Director of Audit Division	67,600.00	
Director of Accounting Division	67,600.00	
Grants Accounting Supervisor		1,500.00
GRAND TOTAL	\$ 204,800.00	\$ 1,500.00

Added by Acts 2001, 77th Leg., ch. 938, § 3, eff. Sept. 1, 2001.

§ 111.0708. PLEDGING REVENUE AS SECURITY FOR BONDS AND OTHER OBLIGATIONS. In preparing a county budget, a county may secure county bonds or other obligations by pledging for the term of the bonds or other obligations:

(1) any security authorized by law; or

(2) any revenue or receipts obtained by the county from the levy of a state tax if the state is required to pay the county the proceeds or receipts from the tax.

Added by Acts 1997, 75th Leg., ch. 1197, § 8, eff. June 20, 1997.

§ 111.0709. CHANGES IN BUDGET FOR COUNTY PURPOSES. This subchapter does not prevent the commissioners court from making changes in the budget for county purposes.

Added by Acts 1997, 75th Leg., ch. 1197, § 8, eff. June 20, 1997.

§ 111.071. BUDGET OFFICER'S ASSISTANCE TO COMMISSIONERS COURT. The budget officer may assist the commissioners court in the performance of the court's duties relating to the efficiency and effectiveness of county operations.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 111.072. DUTIES RETAINED BY COUNTY AUDITOR. The duties given under Subchapter B to the county auditor that are not expressly conferred by this subchapter on the budget officer remain duties of the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 111.073. EMPLOYMENT OF PERSONNEL. The commissioners court may employ personnel necessary to assist the budget officer in the performance of the duties of that office.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 111.074[0]. LIMITATION ON BUDGET OF COUNTY AUDITOR. An increase from one fiscal year to the next in the amount budgeted for expenses of the county auditor's office or the salary of an assistant auditor shall not exceed five (5) percent without approval of the commissioners court.

Added by Acts 1991, 72nd Leg., ch. 600, § 5, eff. June 15, 1991;
Acts 1991, 72nd Leg., ch. 739, § 3, eff. Aug. 26, 1991.

§ 111.075. RESERVE ITEM. Notwithstanding any other provision of this subchapter, a county may establish in the budget a reserve or contingency item. The item must be included in the itemized budget under Section 111.063(a) in the same manner as a project for which an appropriation is established in the budget.

Added by Acts 2003, 78th Leg., ch. 301, § 7, eff. Sept. 1, 2003.

SUBCHAPTER D. BUDGET APPROPRIATIONS

§ 111.091. APPROPRIATION ACCOUNTS. (a) On the adoption and certification of a general or special county budget, the county auditor shall open an appropriation account for each main budgeted or special item in the budget.

(b) The county auditor shall enter to an appropriation account each warrant drawn against that appropriation.

(c) The county auditor periodically shall inform the commissioners court of the condition of the appropriation accounts.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 111.092. DEPARTMENTAL EXPENSES NOT TO EXCEED APPROPRIATIONS. The county auditor shall oversee the warrant process to ensure that the expenses of any department do not exceed the budget appropriations for that department.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 111.093. APPROPRIATIONS FOR PURCHASES, CONTRACTS, SALARIES, OR LABOR EXPENSES IN COUNTY WITH POPULATION OF MORE THAN 225,000. (a) This section applies only to a county with a population of more than 225,000.

(b) The county auditor shall charge all purchase orders, requisitions, contracts, and salary and labor allowances to the appropriation accounts.

(c) A requisition issued or a contract for work, labor, services, or materials and supplies that is entered into in the manner provided by law by a proper authority is not binding until the county auditor certifies that the budget contains an ample provision for the obligation and that funds are or will be available to pay the obligation when due.

(d) The amount allocated in the budget for a purchase order, requisition, contract, special purpose, or salary or labor account may not be allocated for any other purpose unless an unexpended balance remains in the account after full discharge of the obligation or unless the requisition, contract, or allocation is canceled in writing by the commissioners court or a county officer for a valid reason.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 111.094. ITEMIZED BUDGET. The commissioners court in preparing the county budget shall determine the amount of county funds to be spent for the juvenile probation department in the county budget.

Added by Acts 1997, 75th Leg., ch. 1197, § 9, eff. June 20, 1997.

§ 111.095. SPECIAL FUNDS. (a) This section shall apply to all funds maintained and controlled by a county tax assessor-collector that are not included in the county budget.

(b) At least 60 days before the first day of the county's fiscal year, the county tax assessor-collector shall prepare a budget for the expenditure of the funds during that fiscal year and file a copy of that budget with the county budget officer. The county budget officer shall make a copy of the budget filed with the budget officer available to the public at all reasonable times. The budget filed with the county budget officer is not subject to approval by the commissioners court of the county, but any member of the public is entitled to speak for or against the budget during the county's budget process. Funds in the accounts under this section may be spent only in compliance with the budget filed with the county budget officer under this subsection.

(c) Funds in the accounts under this section may not be used to supplement the salary or cover the personal expenses of the county tax assessor-collector.

(d) The provisions of this section are cumulative with the provisions of other statutes pertaining to county funds.

Added by Acts 2001, 77th Leg., ch. 938, § 4, eff. Sept. 1, 2001.

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commissioners court of a county may set the compensation of interpreters employed by the district courts in the county.

(b) The salary of an interpreter shall be paid on warrants issued by the district court or the clerk of the court in favor of the interpreter.

(c) The salary of an interpreter appointed under Subchapter B, Chapter 21, Civil Practice and Remedies Code, is payable in equal monthly payments or by any other distribution at the option of the county.

(d) This section does not apply to interpreters for deaf or deaf-mute persons appointed under Subchapter A, Chapter 21, Civil Practice and Remedies Code, or Article 38.31, Code of Criminal Procedure.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 874, § 2, eff. June 16, 1991.

§ 152.904. COMPENSATION OF COUNTY JUDGE IN CERTAIN COUNTIES. (a) The county judge of Gregg County is entitled to receive an annual salary set by the commissioners court at an amount that does not exceed 90 percent of the total annual salary paid to any district judge in the county.

(b) The county judge of El Paso County is entitled to receive an annual salary in an amount not to exceed 90 percent of the total annual salary, including supplements, paid to any district judge in the county.

(c) The commissioners court of a county with a population of 250,000 to 251,000 shall set the annual salary of the county judge at an amount equal to or greater than 90 percent of the salary, including supplements, of any district judge in Galveston County. However, the salary may not be set at an amount less than the salary paid the county judge on May 2, 1962.

(d) The county judge of Webb County is entitled to receive a salary set by the commissioners court at at least \$20,000, but not more than the salary, including any supplements, paid to a district judge in the county. The salary shall be paid out of the county treasury by order of the commissioners court and shall be paid monthly in equal installments or by any other distribution at the option of the county.

(e) The Commissioners Court of Harris County shall set the annual salary of the county judge at an amount that is not less than \$1,000 more than the total annual salary received by county criminal court at law judges in the county. The salary shall be paid in 12 equal monthly installments.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, § 8.11(d), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 597, § 90, eff. Sept. 1, 1991; Acts 1991, 72nd Leg., ch. 874, § 3, eff. June 16, 1991; Acts 2001, 77th Leg., ch. 669, § 67, eff. Sept. 1, 2001.

§ 152.905. PROCEDURES FOR SETTING COMPENSATION BY DISTRICT JUDGES. (a) This section applies only to the compensation of the county auditor, assistant auditors, and court reporters.

(b) Before setting the amount of annual compensation of the county auditor, assistant auditors, and court reporters, the district judge or judges shall hold a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard.

(c) Not earlier than the 30th or later than the 10th day before the date of the hearing, notice of the time, place, and subject of the hearing must be published in a newspaper of general circulation in the county.

(d) At the hearing, the district judge or judges shall set the amount of compensation of the county auditor, assistant auditors, and court reporters considered at the hearing. The vote must be recorded, transcribed, and maintained as a public record.

Added by Acts 1989, 71st Leg., ch. 1169, § 1, eff. Aug. 28, 1989.
Amended by Acts 2003, 78th Leg., ch. 1225, § 1, eff. July 1, 2003.

§ 152.906. LONGEVITY PAY FOR DEPUTY CONSTABLES. In a county with a population of 190,000 or more, the commissioners court may provide for each county employee or classification of county employee, including, but not limited to, deputy constables, longevity pay, in addition to regular compensation, of \$5 a month, or any other amount determined by the commissioners court, for each year of service in the county, up to and including 30 years.

Added by Acts 1991, 72nd Leg., ch. 773, § 1, eff. Aug. 26, 1991.

§ 152.907. CONTINUING EDUCATION EXPENSES FOR COUNTY AND PRECINCT OFFICERS. The commissioners court of a county may authorize payment of reasonable continuing education expenses incurred by a county or precinct officer if the expenses are related to the officer's official duties, including expenses incurred by the officer between the general election at which the officer is elected and the beginning of the officer's term of office.

Added by Acts 1999, 76th Leg., ch. 980, § 1, eff. June 18, 1999.

commissioners court of that county, who shall record the order in its minutes.

(c) The county auditor is appointed for a term beginning on the day of appointment.

(d) In matters required by this section to be done by the district judges, a majority vote of the judges controls.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 541, § 1, eff. May 31, 1997.

§ 84.0085. CONTINUING EDUCATION. (a) During each full term of office, a county auditor must successfully complete at least 40 classroom hours of instruction in courses relating to the duties of the county auditor and accredited by the Texas State Board of Public Accountancy as continuing professional education credits for certified public accountants. On the completion of the courses and the accumulation of the continuing professional education credits, the county auditor must certify that fact to the district judges.

(b) For purposes of removal for incompetency under another law, "incompetency" in the case of a county auditor includes the failure to complete the courses in accordance with this section.

Added by Acts 1989, 71st Leg., ch. 1, § 11(b), eff. Aug. 28, 1989.

§ 84.009. REMOVAL. (a) A county auditor may be removed from office and a successor appointed if, after due investigation by the district judges who appointed the auditor, it is proven that the auditor:

- (1) has committed official misconduct; or
- (2) is incompetent to faithfully discharge the duties of the office of county auditor.

(b) The district judges who appointed a county auditor under Section 84.002(b)(2) or Section 84.008 may discontinue the services of the auditor after the expiration of one year after the date of the appointment if it is clearly shown that the auditor is not necessary and the auditor's services are not commensurate with the auditor's salary.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. ASSISTANTS

§ 84.021. ASSISTANTS. (a) From time to time the county auditor may certify to the district judges a list stating the number of assistants to be appointed, the name, duties, qualifications, and experience of each appointee, and the salary to be paid each appointee. The district judges, after careful consideration of the application for the appointment of the assistants and after inquiry concerning the appointees' qualifications, the positions sought to be filled, and the reasonableness of the requested salaries, shall prepare a list of the appointees that the judges approve and the salary to be paid each. The judges shall certify this list to the commissioners court, which shall order the salaries to be paid on the performance of services and shall appropriate an adequate amount of money for this purpose.

(b) If an emergency exists, the county auditor shall recommend the appointment of temporary assistants, and after a hearing held in accordance with Section 152.905, the district judges shall determine the number, salaries, and duration of employment of the assistants.

(c) An assistant must take the usual oath of office for faithful performance of duty. The county auditor may require an assistant to give a bond and may determine the terms of the bond. The bond must run in favor of the county and the county auditor as their interests indicate. The county shall pay for the bond.

(d) If only one assistant is appointed, the assistant, during the absence or unavoidable detention of the county auditor, may perform the duties required by law of the county auditor. If more than one assistant is appointed, the county auditor may designate the assistant to perform those duties during the absence or unavoidable detention of the county auditor.

(e) The county auditor may discharge an assistant. The district judges approving an appointment have the right annually to withdraw the approval and change the number of assistants permitted.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1169, § 3, eff. Aug. 28, 1989.

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

§ 84.901. SUPPLIES. A county auditor may purchase, at the county's expense and in the manner provided by law, necessary ledgers, books, records, blank forms, stationery, equipment, telephone service, and postage.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 84.902. AUDITOR TO KEEP CERTAIN HOSPITAL RECORDS IN COUNTY WITH POPULATION OF 190,001 TO 200,000. If, in a county with a population of 190,001 to 200,000, the financial records of a municipal and county hospital located in the county must be kept, the county auditor shall keep the records. If reports concerning that hospital's financial records must be made to the governing bodies of the municipality and county, the county auditor shall make the reports.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 87(f), eff. Aug. 28, 1989.

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
Commissioner's Court

Co. Auditor's Office

AI-10023

2008 ACTUAL																
Obj.	2007	2008	2008 Base	%	Amount	Other	2008	2008 Actual	Longevity	Interpret.	Supplem.	Auto A.	Clothing	Total		
Slot #	Code	Position Title	Budget	Adusted	Salary	Inc.	Increase	Increase	Budgeted	Salary	115	116	117	118	119	Compensation
0001	112	COUNTY AUDITOR	\$104,800.00	\$0.00	\$104,800.00	0.04	\$4,192.00	\$0.00	\$108,992.00	\$108,992.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$111,492.00
0002	113	1st ASST COUNTY AUDIT	\$74,000.00	\$6,000.00	\$80,000.00	0.04	\$3,200.00	\$0.00	\$83,200.00	\$83,200.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,680.00
							Will Reflect \$2,600.00	↓	Will Reflect \$67,600.00							
0003	113	DIRECTOR OF AUDIT DIVISION	\$60,693.00	\$4,307.00	\$65,000.00	0	\$0.00	↓	\$65,000.00	\$65,000.00	\$720.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$67,220.00
							Will Reflect \$2,600.00	↓	Will Reflect \$67,600.00							
0004	113	DIRECTOR OF ACCOUNTING DIVISION	\$60,693.00	\$4,307.00	\$65,000.00	0	\$0.00	↓	\$65,000.00	\$65,000.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,480.00
0005	113	FINANCIAL ACCOUNTING SUPERVISOR	\$48,763.00	\$1,237.00	\$50,000.00	0.04	\$2,000.00	\$0.00	\$52,000.00	\$52,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,000.00
0006	113	INTERNAL AUDIT SUPERVISOR	\$48,763.00	\$1,237.00	\$50,000.00	0.04	\$2,000.00	\$0.00	\$52,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0007	113	INTERNAL AUDITOR III	\$45,895.00	\$547.00	\$46,442.00	0.04	\$1,858.00	\$0.00	\$48,300.00	\$48,300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,600.00
0008	113	ACCOUNTS PAYABLE SUPERVISOR	\$45,895.00	\$4,105.00	\$50,000.00	0.04	\$2,000.00	\$0.00	\$52,000.00	\$52,000.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,080.00
											Will Reflect \$1,500.00					
0009	113	GRANTS ACCOUNTING SUPERVISOR	\$48,731.00	\$1,269.00	\$50,000.00	0.04	\$2,000.00	\$0.00	\$52,000.00	\$52,000.00	\$0.00	\$0.00	↓	\$0.00	\$0.00	\$52,000.00
0010	113	ACCOUNTANT II	\$43,600.00	\$1,400.00	\$45,000.00	0.04	\$1,800.00	\$0.00	\$46,800.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
0011	113	INTERNAL AUDITOR I	\$39,557.00	(\$2,634.00)	\$36,923.00	0.04	\$1,477.00	\$0.00	\$38,400.00	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,000.00
0012	113	SYSTEM SUPPORT SPECIALIST	\$42,000.00	\$4,442.00	\$46,442.00	0.04	\$1,858.00	\$0.00	\$48,300.00	\$44,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,000.00
0013	113	INTERNAL AUDITOR II	\$41,892.00	\$1,089.00	\$42,981.00	0.04	\$1,719.00	\$0.00	\$44,700.00	\$43,568.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,568.00
0014	113	ACCOUNTANT II	\$44,000.00	\$1,000.00	\$45,000.00	0.04	\$1,800.00	\$0.00	\$46,800.00	\$46,800.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,160.00
0015	113	INTERNAL AUDITOR III	\$45,895.00	\$547.00	\$46,442.00	0.04	\$1,858.00	\$0.00	\$48,300.00	\$48,300.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,660.00
0016	113	INTERNAL AUDITOR II	\$40,742.00	\$2,239.00	\$42,981.00	0.04	\$1,719.00	\$0.00	\$44,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0017	113	ACCOUNTANT II	\$39,578.00	\$3,403.00	\$42,981.00	0.04	\$1,719.00	\$0.00	\$44,700.00	\$40,299.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,299.00
0018	113	ACCOUNTANT II	\$39,578.00	\$3,403.00	\$42,981.00	0.04	\$1,719.00	\$0.00	\$44,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0019	113	INTERNAL AUDITOR I	\$38,415.00	(\$3,992.00)	\$34,423.00	0.04	\$1,377.00	\$0.00	\$35,800.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0020	113	INTERNAL AUDITOR I	\$37,973.00	(\$3,550.00)	\$34,423.00	0.04	\$1,377.00	\$0.00	\$35,800.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0021	113	ACCOUNTANT I	\$34,000.00	\$423.00	\$34,423.00	0.04	\$1,377.00	\$0.00	\$35,800.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0022	113	ACCOUNTANT I	\$34,000.00	\$423.00	\$34,423.00	0.04	\$1,377.00	\$0.00	\$35,800.00	\$35,800.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$37,300.00
0023	113	PC SPECIALIST	\$37,973.00	\$2,508.00	\$40,481.00	0.04	\$1,619.00	\$0.00	\$42,100.00	\$42,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,100.00
0024	113	INTERNAL AUDITOR I	\$35,645.00	\$1,278.00	\$36,923.00	0.04	\$1,477.00	\$0.00	\$38,400.00	\$34,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,500.00
0025	113	ACCOUNTANT I	\$35,600.00	(\$1,177.00)	\$34,423.00	0.04	\$1,377.00	\$0.00	\$35,800.00	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,000.00
0026	113	ADM SECRETARY	\$34,828.00	(\$20.00)	\$34,808.00	0.04	\$1,392.00	\$0.00	\$36,200.00	\$36,200.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,760.00
0027	113	INTERNAL AUDITOR I	\$34,443.00	\$2,480.00	\$36,923.00	0.04	\$1,477.00	\$0.00	\$38,400.00	\$35,821.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,821.00
0028	113	ASST A/P AUDIT	\$34,343.00	(\$15.00)	\$34,328.00	0.04	\$1,373.00	\$0.00	\$35,701.00	\$35,700.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,540.00
0029	113	ACCOUNTS PAYABLE SPECIALIST III	\$31,500.00	\$5,423.00	\$36,923.00	0.04	\$1,477.00	\$0.00	\$38,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0030	113	ACCOUNTS PAYABLE SPECIALIST I	\$29,699.00	\$301.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$30,887.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,307.00
0031	113	ACCOUNTS PAYABLE SPECIALIST I	\$29,094.00	\$906.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$29,120.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,420.00
0032	113	ACCOUNTING CLERK	\$29,094.00	\$1,868.00	\$30,962.00	0.04	\$1,238.00	\$0.00	\$32,200.00	\$30,258.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,258.00
0033	113	AUDIT ASSSTANT	\$29,094.00	\$906.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$31,200.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,460.00
0034	113	ACCOUNTS PAYABLE SPECIALIST II	\$29,094.00	\$3,887.00	\$32,981.00	0.04	\$1,319.00	\$0.00	\$34,300.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
0035	113	ACCOUNTS PAYABLE SPECIALIST I	\$27,275.00	\$2,725.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$31,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,200.00

0036	113	ACCOUNTS PAYABLE SPECIALIST I	\$26,870.00	\$3,130.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$27,945.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,945.00
0037	113	ACCOUNTING ASSISTNAT	\$26,605.00	\$3,395.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$27,669.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,669.00
0038	113	ACCOUNTS PAYABLE SPECIALIST I	\$25,942.00	\$4,058.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0039	113	ACCOUNTS PAYABLE SPECIALIST I	\$24,706.00	\$5,294.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,500.00
0040	113	ACCOUNTS PAYABLE SPECIALIS/REC	\$21,111.00	\$4,851.00	\$25,962.00	0.04	\$1,038.00	\$0.00	\$27,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0041	113	ACCOUNTANT II	\$0.00	\$44,700.00	\$44,700.00	0	\$0.00	\$0.00	\$44,700.00	\$38,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,740.00
0042	113	ACCOUNTANT II	\$0.00	\$44,700.00	\$44,700.00	0	\$0.00	\$0.00	\$44,700.00	\$41,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,000.00
0043	113	ACCOUNTS PAYABLE SPECIALIST I	\$0.00	\$31,200.00	\$31,200.00	0	\$0.00	\$0.00	\$31,200.00	\$27,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,540.00
			\$1,602,379.00	\$193,600.00	\$1,795,979.00		\$61,814.00	\$0.00	\$1,857,793.00	\$1,569,099.00	\$8,700.00	\$0.00	\$5,500.00	\$0.00	\$0.00	\$1,583,299.00

Will Reflect \$5,200.00

Will Reflect \$7,000.00

Will Reflect \$1,862,993.00

ON July 19, 2008, the board of Judges approved to set the salary of the Director of Accounting Division and the Director of Audit Division at \$67,600.00 each and to provide the Grant Accounting Supervisor with a supplement in the amount of \$1,500.00

Supplements pending CC approval and employee Change of Status forms.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
COUNTY AUDITOR'S OFFICE
DEPARTMENT NO. 170

DATE: Enter Date
06/24/2008

CURRENT POSITION TITLE: Enter position Title
DIRECTOR OF ACCOUNTING DIVISION

CURRENT SLOT. #: Enter current
170-001-0-0004

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

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **COLA ADJUSTMENT**

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

POSITION SALARY REQUEST:

Salary Amount: \$ 65,000.00 \$ 67,600.00 \$ 2,600.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

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

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐ \$ _____
Object 121 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	☒	FLSA: Exempt	☒	
Non-Exempt	☐	Non-Exempt	☐	
N/A	☐			

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

This position is one of two positions that did not receive a COLA increase in the 2008 budget. The salary schedule was modified to reflect a COLA increase and the Board of Judges approved the increase for COLA on June 19, 2008.

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

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

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	6/28/00 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☒ NO
2.	 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
COUNTY AUDITOR'S OFFICE
DEPARTMENT NO. 170

DATE: Enter Date
06/24/2008

CURRENT POSITION TITLE: Enter position Title
DIRECTOR OF AUDIT DIVISION

CURRENT SLOT. #: Enter current
170-001-0-0003

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

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **COLA ADJUSTMENT**

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

POSITION SALARY REQUEST:

Salary Amount: \$ 65,000.00 67,600.00 2,600.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

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

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐
Object 121 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	☒	FLSA:	☒	
Non-Exempt	☐	Non-Exempt	☐	
N/A	☐			

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

This position is one of two positions that did not receive a COLA increase in the 2008 budget. The salary schedule was modified to reflect a COLA increase and the Board of Judges approved the increase for COLA on June 19, 2008.

4. COMMISSIONERS COURT APPROVAL		DATE
3. DEPARTMENT OF BUDGET & MANAGEMENT		DATE
2. HUMAN RESOURCES DIRECTOR		DATE
1. DEPARTMENT HEAD		DATE

[Signature] *6/24/08*

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

POSITION RECLASSIFICATION: 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

FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☒ NO
PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
COUNTY AUDITOR'S OFFICE
DEPARTMENT NO. 170

DATE: Enter Date
06/24/2008

CURRENT POSITION TITLE: Enter position Title
GRANTS ACCOUNTING SUPERVISOR

CURRENT SLOT. #: Enter current
170-001-0-0009

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

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Supplement

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

POSITION SALARY REQUEST:

Salary Amount: \$ 52,000.00 \$ 53,500.00 \$ 1,500.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

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

POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114 _____
Enter hourly rate for temp. positions
Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122 \$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	☒	FLSA:	☒	
Non-Exempt	☐	Non-Exempt	☐	
N/A	☐			

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

On March 28, 2008, the Grants Accounting Supervisor completed the requirement of the Grants Management Certificate Program.

It is the County Auditor's Office policy to provide an incentive for Assitant Auditors to obtain certifications, masters, etc. that will assist them in performing their duties. The salary supplement was approved by the Board of Judges on June 19, 2008.

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

POSITION RECLASSIFICATION: 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

DATE

FUNDING AVAILABLE IN DEPT. BUDGET

☐ YES ☒ NO

2.

HUMAN RESOURCES DIRECTOR

DATE

PERSONNEL PROCEDURES COMPLETED

☐ YES ☐ NO

3.

DEPARTMENT OF BUDGET & MANAGEMENT

DATE

BUDGET PROCEDURES COMPLETED

☐ YES ☐ NO

4. COMMISSIONERS COURT APPROVAL

DATE

HIDALGO COUNTY

Department Of Budget & Management

Auditor's Office Budget Analysis

	2007	5% Increase	2008	Amount Increased	Diff	% Increased
Adopted Budget	2,307,278.93		2,458,903.60			
Less Auditor's Salary (Including Supplemental Pay & Fringes)	136,727.96		141,905.92			
Total Budget	\$ 2,170,550.97	\$ 108,527.55	\$ 2,316,997.68	\$ 146,446.71	\$ 37,919.16	6.75%

	2007	2008	Diff	% Increased
Total Budget	2,170,550.97	2,316,997.68	146,446.71	6.75%

SALARY ADJUSTMENTS:

	2007			2008			% Increased
	Salary	Other Allowances	Total Comp.	Salary	Other Allowances	Total Comp.	
Slot # 3	60,693.00	1,500.00	62,193.00	65,000.00	1,500.00	66,500.00	6.93%
Slot # 4	60,693.00	0.00	60,693.00	65,000.00	0.00	65,000.00	7.10%
Slot # 9	48,731.00	0.00	48,731.00	52,000.00	0.00	52,000.00	6.71%

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, July 15, 2008

Agenda Item: AI-10023

Summary of request/proposal:

The Auditor's Office is requesting approval to accept the order setting salaries for the Assistant County Auditors for 2008.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Director of Acct. Division	0004	113	65,000.00	2,600.00	67,600.00
1100	Director of Audit Division	0003	113	65,000.00	2,600.00	67,600.00
1100	Grants Accounting Sup.	0009	117	0.00	1,500.00	
				30,258.00	6,700.00	30,258.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-21-170-001-0- 113	CO AUDITOR- PERM F/T EMPLOYEES	\$2,520.61
8-1100-415-21-170-001-0- 117	CO AUDITOR- SUPPLEMENTAL PAY	\$727.10
8-1100-415-21-170-001-0- 211	CO AUDITOR- HEALTH INSURANCE	-
8-1100-415-21-170-001-0- 212	CO AUDITOR- LIFE INSURANCE	-
8-1100-415-21-170-001-0- 220	CO AUDITOR- FICA	\$248.45
8-1100-415-21-170-001-0- 230	CO AUDITOR- RETIREMENT	\$285.15
8-1100-415-21-170-001-0- 250	CO AUDITOR- UNEMPLOYMENT COMP	\$16.24
8-1100-415-21-170-001-0- 260	CO AUDITOR- WORKER'S COMP	\$13.64
	2008 Budgetary Impact	\$3,811.19

2009 Budgetary Impact: \$7,862.45

Possible Funding Sources: To be funded from General Fund if approved.

Comments/Notes:

Texas Local Government Code Sections 84.021, 111.074 and 152.905 are applicable to the requested action. Given the adjustments from 2007 to 2008, section 111.074 would apply.

AI-10043

13.A.

**Interdepartmental Transfer to North Alamo Village Subdivision
CC REGULAR**

Date: 07/08/2008
Submitted By: Agapito Vargas, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Colonia Access Program

Information

CAPTION

Approval of 2008 interdepartmental transfer from Precinct #2 BCAP Rancho Escondido (596) subdivision street to BCAP North Alamo Village (494) Drainage Ditches in the amount of \$54,623.69.

BACKGROUND

This is to cover payment application #2 for Closner Contruction.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-X9X-X-73X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
From 122-596-0-734 to 122-494-1-733 in the amount of \$25,218.47.

Attachments

Link: Revised Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/03/2008 11:27 AM	APRV
2	Dale Kennan	Dale Kennan	07/03/2008 11:41 AM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Agapito Vargas			Started On: 07/03/2008 10:58 AM	
Final Approval Date: 07/03/2008				

DATE: July 3, 2008

DEPARTMENT HEAD: Hector "Tito" Palacios

ACCOUNT NUMBER: 8-1311-431-00-122-XXX-X-XXX BCAP ACCOUNTS

Honorable Commissioners' Court of Hidalgo County:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-122-596-0-312	Rancho Escondido-Indirect Cost	(8,053.65)
8-1311-431-00-122-596-0-733	Rancho Escondido-Drainage Ditches	(15,030.97)
8-1311-431-00-122-596-0-734	Rancho Escondido-Subdivision Streets	(31,539.07)
TO:		
8-1311-431-00-122-494-1-733	NORTH ALAMO VILLAGE - DRAINAGE SYSTEM	\$54,623.69
	Total Budget (Increase/Decrease)	

Department Head Signature

7/3/2008

Date

Approved Commissioners' Court

Attest County Clerk

AI-9953

14.A.

Comdata - Fuel Credit Card Claim 6-27-2008

CC REGULAR

Date: 07/08/2008

Submitted By: Mary Garcia, TAX OFFICE

Submitted For: Armando Barrera Jr., RTA

Department: TAX OFFICE

Agenda Area: Tax Office

Information

CAPTION

Requesting approval to reimburse a Tax Office employee for the purchase of fuel from the Valero Corner Store located at 3603 SE Military Dr San Antonio, TX in the amount of \$40.00. Purchase using personal funds due to Comdata card being declined at the pump.

BACKGROUND

Martin Cepeda (Chief of Fraud Investigations) claims he went to the Valero Store located at 3603 SE Military Dr in San Antonio, TX while attending a seminar. The employee's Comdata Card pin was not accepted. Mr. Cepeda paid for the fuel with personal funds and is requesting reimbursement in the amount of \$40.00.

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-415-15-140-001-0-682

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 07/02/08 \$ 5,343.68

Attachments

Link: [Comdata Fuel Credit Card Claim 6-27-08](#)

Link: [Purchase Affidavit](#)

Link: [Statement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	06/27/2008 04:12 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/30/2008 09:05 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/30/2008 11:28 AM	APRV
4	Erika Reyna	Erika Reyna	07/03/2008 09:15 AM	APRV
5	Auditor's Office	Linda Fong	07/03/2008 09:29 AM	APRV
6	Purchasing Department	Marty Salazar	07/03/2008 01:22 PM	APRV
7	Court Administrator	Angela Garcia	07/03/2008 02:24 PM	APRV

Form Started By: Mary Garcia

Started On: 06/27/2008 01:22
PM

Final Approval Date: 07/03/2008

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

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

Date: June 27, 2008

Re: Comdata –Fuel Credit Card

Please review the following invoice #1D48257780-001 dated 6/23/2008 for a possible claim. Martin Cepeda (Chief of Fraud Investigations) attended a Seminar at the Radisson Hotel San Antonio Market Square 502 West Durango Blvd-San Antonio, Texas 78207. Seminar Title: National Criminal Justice - Sponsored by Public Agency Training Council on 6/23/2008 through 6/24/2008. The Comdata Fuel Card was entered manually because Martin Cepeda had problems with his pin number when paying at the pump. At this time the Tax Office is requesting that this invoice be paid in the amount of \$40.00.

Please call Mary Garcia with any questions you may have (956) 289-7472.

Account No. 8-1100-415-15-140-001-0-682

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

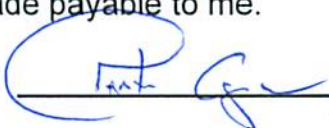
COUNTY OF HIDALGO

I, Martin Cepeda, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
1D48257780-001	6/23/08	\$40.00	Valero Corner Store #2293
			3603 SE Military Dr
			San Antonio, Texas
TOTAL		\$40.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: 

TITLE: Chief of Fraud Investigations
PERSON MAKING PURCHASE

Before me Neida Chavana, a Notary Public, appeared Martin Cepeda and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / s further stated he / s requested payment of the same.



Neida Chavana
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS


APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

***FRAUD INVESTIGATION DIVISION
OFFICE OF THE TAX ASSESSOR-COLLECTOR***

*2804 S US Hwy 281
EDINBURG, TEXAS 78539
(956) 318-2158 (956) 289-7899 FAX*

July 2, 2008

From> Martin Cepeda. Fraud Investigator
To. Mr.Armando Barrera,Tax Asessor and Collector County of Hidalgo.
Ref: Gas credit Card.

On Monday June the 23rd, I attempted to use a credit card that was
loaned to me by the Tax Office while I was out of town in the San
Antonio area. I had gone to a two day training and was going to fill
up the County vehicle so that I could come back to the Valley and
when I attempted to use it the store clerk at a Valero gas station told
me that the card was no good and after several attempts by slidding
it through the scanner and by in putting the personal code it still did
not work.

I decided to go and try it at another location just across the street
froml I was at and again the same thing the card scanner read invalid
card when I would put in my personal code.

I had no choice but to use my personal Valero gas credit card to gas
up the vehicle.


Martin Cepeda.Fraud Investigator.

AI-9912

15.A.

**Interlocal Agreement for Val-Mex Drive Project
CC REGULAR**

Date: 07/08/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between the City of Hidalgo, Texas and County of Hidalgo, Texas for Val-Mex Drive Project.

BACKGROUND

Atlas and Hall will provide a copy of the Interlocal Agreement @ Commissioners' Court meeting.

Interlocal not finalized as of 6/27/08, and still not ready as of 7/2/08 (as per Yoli Cisneros).

Documentation will be added if available prior to CC.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount required for interlocal is undetermined (interlocal still being developed).
Available balance is \$713,631.60 as of 6/26/08 and still not available as 7/2/08.
Documentation will be added if available prior to CC.

Attachments

Link: [exhibit B](#)
Link: [Exhibit A-1](#)
Link: [Exhibit A](#)
Link: [Interlocal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/25/2008 03:12 PM	APRV
2	Dale Kennan	Dale Kennan	06/26/2008 09:07 AM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 02:43 PM	APRV
4	Veronica Lopez	Veronica Lopez	07/02/2008 02:49 PM	APRV
5	Dale Kennan	Dale Kennan	07/03/2008 08:11 AM	APRV
6	Purchasing Department	Marty Salazar	07/03/2008 08:21 AM	APRV

7 Court Administrator Angela Garcia 07/03/2008 08:45 AM APRV
Form Started By: Yolanda Cisneros Started On: 06/25/2008 02:44
 PM
Final Approval Date: 07/03/2008

EMPLOYEE PIN #	JOB TITLE	RATE
153931	Maintenance I	\$8.99
154555	Maintenance I	\$8.50
164976	Truck Driver II	\$9.57
98485	Maintenance I	\$9.78
34444	Truck Driver II	\$12.03
57339	Inventory Clerk	\$13.37
159204	Truck Driver II	\$10.05
29718	Heavy Equipment Op III	\$14.85
157333	Traffic Safety Specialist I	\$8.99
83909	Field Operations Director	\$30.75
94293	Maintenance I	\$9.78
141933	Attendant	\$9.72
95508	Mechanic III	\$18.00
78719	Heavy Equipment Op III	\$12.00
106607	Maintenance I	\$9.78
124311	Heavy Equipment Op I	\$11.80
153923	Maintenance I	\$8.99
148628	Traffic Safety Specialist I	\$10.05
22993	Mechanic III	\$14.04
164852	Truck Driver III	\$9.57
100153	Heavy Equipment Op I	\$11.77
106631	Maintenance I	\$9.78
94307	Truck Driver II	\$11.60
160638	Truck Driver II	\$10.05
105953	Traffic Safety Specialist III	\$11.37
8044	Mechanic IV	\$23.77
26417	Maintenance III	\$12.22
141941	Maintenance I	\$9.72
72486	Truck Driver III	\$13.15
89176	Attendant III	\$12.22
126861	Maintenance I	\$9.78
71293	Heavy Equipment Op III	\$16.28
88102	Maintenance I	\$10.46
89737	Truck Driver II	\$10.05
71307	Mechanic III	\$13.56
141321	Maintenance I	\$10.00
141348	Maintenance I	\$9.92
31283	Truck Driver I	\$11.37
61298	Truck Driver III	\$12.89
93971	Truck Driver II	\$11.42
15318	Asst. Field Oper Director	\$17.78
154644	Truck Driver II	\$10.05
29696	Heavy Equipment Op III	\$15.88
159433	Truck Driver II	\$10.05
32069	Maintenance I	\$11.00
22713	Truck Driver II	\$11.67
142131	Heavy Equipment Op III	\$11.70
148768	Truck Driver II	\$11.26

FEMA's Schedule of Equipment Rates

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft	to 15	Articulated, Telescoping, Scissor.	hour	\$5.70
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft	to 30	Articulated, Telescoping, Scissor.	hour	\$11.80
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.40
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft	to 85	Articulated and Telescoping.	hour	\$38.50
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft	to 130	Articulated and Telescoping.	hour	\$60.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	25 Ft		Articulated and Telescoping.	hour	\$5.40
8487	Aerial Lift, Truck Mntd	Max. Platform Height	50 Ft		Articulated and Telescoping.	hour	\$9.00
8488	Aerial Lift, Truck Mntd	Max. Platform Height	75 Ft		Articulated and Telescoping.	hour	\$19.10
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 Ft		Articulated and Telescoping.	hour	\$36.00
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.55
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$4.75
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$9.25
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$17.20
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$24.80
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$40.50
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$60.00
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$82.00
8020	Air Curtain Burner			to 50	In ground burner.	hour	\$6.60
8021	Air Curtain Burner			to 75	In ground burner.	hour	\$7.60
8022	Air Curtain Burner			to 100	In ground burner.	hour	\$8.75
8023	Air Curtain Burner			to 50	Above ground burner.	hour	\$9.05
8024	Air Curtain Burner			to 75	Above ground burner.	hour	\$11.60
8025	Air Curtain Burner			to 100	Above ground burner.	hour	\$15.30
8040	Ambulance			to 150		hour	\$21.50
8041	Ambulance			to 210		hour	\$32.00
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$1.40
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$3.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$1.80
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Guardrail post driver.	hour	\$30.00
8070	Automobile			to 130	Transporting people.	mile	\$0.45
8071	Automobile			to 130	Transporting cargo.	hour	\$9.75
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.55
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$14.35
8110	Barge, Deck	Size	120'x30'x7.25'			hour	\$25.50
8111	Barge, Deck	Size	120'x45'x7'			hour	\$39.50
8112	Barge, Deck	Size	140'x45'x7'			hour	\$53.00
8113	Barge, Deck	Size	150'x45'x9'			hour	\$62.00
8115	Barge, Hopper	Size	200'x35'x12'		Open	hour	\$46.50
8116	Barge, Hopper	Size	200'x35'x12'		Closed	hour	\$54.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.10
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.55
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$160.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$182.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$226.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$270.00
8130	Boat, Row				Heavy duty.	hour	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$14.45
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$27.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$204.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$339.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$480.00

FEMA's Schedule of Equipment Rates

8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$693.00
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$31.00
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$48.00
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$63.00
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$140.00
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$207.00
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs			hour	\$0.70
8420	Breaker, Pavement			to 70		hour	\$29.50
8421	Breaker, Pavement			to 105		hour	\$39.50
8422	Breaker, Pavement			to 137		hour	\$52.00
8150	Broom, Pavement	Broom Length	72 In	to 20		hour	\$9.35
8151	Broom, Pavement	Broom Length	84 In	to 45		hour	\$13.95
8152	Broom, Pavement	Broom Length	96 In	to 100		hour	\$18.80
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18		hour	\$6.10
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20		hour	\$7.60
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth.	hour	\$4.10
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth.	hour	\$7.25
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth.	hour	\$12.00
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth.	hour	\$16.40
8275	Bucket, Dragline	Capacity	2.0 CY			hour	\$3.30
8276	Bucket, Dragline	Capacity	5.0 CY			hour	\$6.95
8277	Bucket, Dragline	Capacity	10 CY			hour	\$11.55
8278	Bucket, Dragline	Capacity	14 CY			hour	\$13.50
8180	Bus			to 150		hour	\$14.75
8181	Bus			to 210		hour	\$22.30
8182	Bus			to 300		hour	\$30.50
8190	Chain Saw	Bar Length	16 In			hour	\$1.55
8191	Chain Saw	Bar Length	25 In			hour	\$3.10
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.65
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$12.80
8201	Chipper, Brush	Chipping Capacity	12 In	to 65	Trailer Mounted.	hour	\$17.70
8202	Chipper, Brush	Chipping Capacity	16 In	to 100	Trailer Mounted.	hour	\$23.00
8203	Chipper, Brush	Chipping Capacity	18 In	to 125	Trailer Mounted.	hour	\$29.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$42.50
8205	Chipper, Brush	Chipping Capacity	19 In	to 300	Trailer Mounted.	hour	\$59.00
8206	Chipper, Brush	Chipping Capacity	19 In	to 450	Trailer Mounted.	hour	\$86.00
8207	Chipper, Brush			to 650	Trailer Mounted.	hour	\$130.00
8210	Clamshell & Dragline			to 100	Bucket not included in rate.	hour	\$71.00
8211	Clamshell & Dragline			to 155	Bucket not included in rate.	hour	\$95.00
8212	Clamshell & Dragline			to 235	Bucket not included in rate.	hour	\$131.00
8213	Clamshell & Dragline			to 350	Bucket not included in rate.	hour	\$178.00
8214	Clamshell & Dragline			to 530	Bucket not included in rate.	hour	\$250.00
8215	Clamshell & Dragline			to 800	Bucket not included in rate.	hour	\$343.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$18.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$23.30
8220	Compactor			to 10		hour	\$8.70
8221	Compactor			to 45		hour	\$15.30
8222	Compactor			to 75		hour	\$22.70
8223	Compactor			to 95		hour	\$28.00
8224	Compactor			to 150		hour	\$43.50
8225	Compactor			to 235		hour	\$73.00
8226	Compactor			to 335		hour	\$119.00
8227	Compactor			to 535		hour	\$234.00
8228	Compactor, towed			to 15		hour	\$15.00
8229	Compactor, towed			to 50		hour	\$39.00
8230	Compactor, towed			to 100		hour	\$65.00
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$30.50
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$44.00
8502	Crane	Max. Lift Capacity	27 MT	to 200		hour	\$66.00
8503	Crane	Max. Lift Capacity	45 MT	to 300		hour	\$98.00
8504	Crane	Max. Lift Capacity	70 MT	to 350		hour	\$143.00

FEMA's Schedule of Equipment Rates

8505	Crane	Max. Lift Capacity	110 MT	to 450		hour	\$208.00
8496	Crane, Truck Mntd	Max. Lift Capacity	17600 Lbs			hour	\$22.50
8497	Crane, Truck Mntd	Max. Lift Capacity	33000 Lbs			hour	\$34.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs			hour	\$55.00
8499	Crane, Truck Mntd	Max. Lift Capacity	120000 Lbs			hour	\$98.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150			\$76.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190			\$86.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245			\$96.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	55 Ft		Includes hydraulic pole alignment attachment.	hour	\$32.50
8671	Derrick, Hydraulic Digger	Max. Boom Length	75 Ft		Includes hydraulic pole alignment attachment.	hour	\$34.50
8672	Derrick, Hydraulic Digger	Max. Boom Length	95 Ft		Includes hydraulic pole alignment attachment.	hour	\$36.50
8580	Distributor, Asphalt	Tank Capacity	500 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$10.50
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$15.60
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$19.10
8250	Dozer, Crawler			to 65		hour	\$31.00
8251	Dozer, Crawler			to 105		hour	\$40.00
8252	Dozer, Crawler			to 160		hour	\$55.00
8253	Dozer, Crawler			to 245		hour	\$79.00
8254	Dozer, Crawler			to 375		hour	\$124.00
8255	Dozer, Crawler			to 565		hour	\$200.00
8256	Dozer, Crawler			to 850		hour	\$344.00
8260	Dozer, Wheel			to 260		hour	\$55.00
8261	Dozer, Wheel			to 335		hour	\$68.00
8262	Dozer, Wheel			to 445		hour	\$86.00
8263	Dozer, Wheel			to 615		hour	\$126.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$21.90
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$37.50
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$64.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$104.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$163.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$255.00
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$404.00
8240	Feeder, Grizzly			to 35		hour	\$19.20
8241	Feeder, Grizzly			to 55		hour	\$29.00
8242	Feeder, Grizzly			to 75		hour	\$45.50
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$9.90
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$14.45
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$23.90
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$42.50
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.60
8311	Generator	Prime Output	16 KW	to 25		hour	\$8.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$18.10
8313	Generator	Prime Output	85 KW	to 125		hour	\$28.50
8314	Generator	Prime Output	140 KW	to 200		hour	\$40.50
8315	Generator	Prime Output	210 KW	to 300		hour	\$59.00
8316	Generator	Prime Output	280 KW	to 400		hour	\$76.00
8317	Generator	Prime Output	350 KW	to 500		hour	\$94.00
8318	Generator	Prime Output	530 KW	to 750		hour	\$137.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$179.00

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8320	Generator	Prime Output	1100 KW	to 1500		hour	\$274.00
8321	Generator	Prime Output	1500 KW	to 2000		hour	\$369.00
8322	Generator	Prime Output	1900 KW	to 2500		hour	\$457.00
8323	Generator	Prime Output	2400 KW	to 3000		hour	\$547.00
8755	Golf Cart	Capacity	2 person			hour	\$2.55
8330	Graders	Moldboard Size	8 Ft	to 50	Includes Rigid and Articulate equipment.	hour	\$23.90
8331	Graders	Moldboard Size	10 Ft	to 100	Includes Rigid and Articulate equipment.	hour	\$32.00
8332	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$43.00
8333	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$60.00
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.20
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.55
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.15
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$1.90
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.20
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.30
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.50
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.85
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.80
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$3.20
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.10
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.20
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$13.90
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$23.50
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$46.50
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$73.00
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$101.00
8385	Loader, Crawler	Bucket Capacity	5 CY	to 300	Includes bucket.	hour	\$135.00
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$12.50
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$17.40
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$20.10
8543	Loader, Skid-Steer	Operating Capacity	4000 Lbs	to 94		hour	\$21.00
8401	Loader, Tractor, Wheel			to 81		hour	\$17.80
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$13.25
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$17.10
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105		hour	\$25.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$34.00
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$43.50
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$53.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$65.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$79.00
8398	Loader, Wheel	Bucket Capacity	8 CY	to 415		hour	\$92.00
8399	Loader, Wheel	Bucket Capacity	9 CY	to 470		hour	\$105.00
8400	Loader, Wheel	Bucket Capacity	10 CY	to 530		hour	\$122.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$12.25

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8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$19.70
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$28.50
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$36.50
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$2.90
8411	Mixer, Concrete Portable	Batching Capacity	16 Cft			hour	\$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$9.35
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$14.70
8075	Motorcycle, Police					mile	\$0.40
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$10.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$15.00
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$22.60
8430	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$41.50
8431	Paver, Asphalt			to 75	Includes wheel and crawler equipment.	hour	\$63.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$97.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$151.00
8436	Pick-up, Asphalt			to 110		hour	\$57.00
8437	Pick-up, Asphalt			to 150		hour	\$82.00
8438	Pick-up, Asphalt			to 200		hour	\$103.00
8439	Pick-up, Asphalt			to 275		hour	\$145.00
8660	Plow, Cable	Plow Depth	18 in	to 30		hour	\$9.50
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$19.30
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$30.50
8450	Plow, Grader Mntd	Width	to 10 Ft			hour	\$18.60
8451	Plow, Grader Mntd	Width	to 14 Ft			hour	\$25.00
8452	Plow, Truck Mntd	Width	to 15 Ft			hour	\$14.05
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing.	hour	\$20.40
8470	Pump			to 3	Hoses not included.	hour	\$2.70
8471	Pump			to 6	Hoses not included.	hour	\$3.70
8472	Pump			to 10	Hoses not included.	hour	\$5.05
8473	Pump			to 15	Hoses not included.	hour	\$6.00
8474	Pump			to 25	Hoses not included.	hour	\$8.60
8475	Pump			to 40	Hoses not included.	hour	\$11.25
8476	Pump			to 60	Hoses not included.	hour	\$16.70
8477	Pump			to 95	Hoses not included.	hour	\$24.60
8478	Pump			to 140	Hoses not included.	hour	\$26.50
8479	Pump			to 200	Hoses not included.	hour	\$31.50
8463	Pump Extender	Length	20 Ft			hour	\$1.25
8460	Pump, W/O Power	Pump Size	6 In			hour	\$2.30
8461	Pump, W/O Power	Pump Size	12 In			hour	\$3.00
8462	Pump, W/O Power	Pump Size	24 In			hour	\$7.15
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$5.35
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.60
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$22.10
8513	Saw, Rock			to 65		hour	\$29.00
8514	Saw, Rock			to 90		hour	\$38.00
8515	Saw, Rock			to 120		hour	\$52.00
8520	Scraper	Scraper Capacity	11 CY	to 175		hour	\$83.00
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$109.00
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$143.00
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$173.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$208.00
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$140.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$157.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75		hour	\$38.50
8551	Snow Blower, Truck Mntd	Capacity	1100 Tph	to 150		hour	\$60.00
8552	Snow Blower, Truck Mntd	Capacity	1600 Tph	to 250		hour	\$90.00

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8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400		hour	\$128.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$12.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$16.30
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted.	hour	\$10.70
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted.	hour	\$13.45
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted.	hour	\$22.40
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$4.10
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$66.00
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$3.65
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$4.05
8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.65
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$7.90
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$12.90
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$19.10
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$38.00
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$69.00
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$3.25
8157	Sweeper, Pavement			to 110		hour	\$47.00
8158	Sweeper, Pavement			to 150		hour	\$56.00
8159	Sweeper, Pavement			to 200		hour	\$62.00
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$17.40
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$26.00
8592	Trailer, Dump	Capacity	40 CY		Does not include Prime Mover.	hour	\$35.00
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$9.90
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$11.45
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$13.70
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$18.30
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.60
8641	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.90
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.30
8610	Trailer, Water	Tank Capacity	4000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$10.65
8611	Trailer, Water	Tank Capacity	6000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$12.40
8612	Trailer, Water	Tank Capacity	10000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$15.40
8613	Trailer, Water	Tank Capacity	14000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$18.70
8650	Trencher			to 35	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$14.70
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$32.50
8652	Trencher			to 115	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$41.50
8653	Trencher			to 175	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$61.00
8290	Trowel, Concrete	Diameter	90 In	to 25		hour	\$11.70
8291	Trowel, Concrete	Diameter	100 In	to 38		hour	\$17.90
8810	Truck, Bucket				Add Flatbed Truck to Truck Mounted Aerial Lift.		
8811	Truck, Cleaning				Add Flatbed Truck to Sewer Cleaner.		
8680	Truck, Concrete Mixer	Mixer Capacity	10 CY	to 255		hour	\$70.00

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8681	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$81.00
8720	Truck, Dump	Struck Capacity	8 CY	to 210		hour	\$25.50
8721	Truck, Dump	Struck Capacity	10 CY	to 235		hour	\$28.00
8722	Truck, Dump	Struck Capacity	12 CY	to 255		hour	\$31.00
8723	Truck, Dump	Struck Capacity	18 CY	to 330		hour	\$46.50
8724	Truck, Dump	Struck Capacity	28 CY	to 400		hour	\$77.00
8725	Truck, Dump	Struck Capacity	40 CY	to 460		hour	\$85.00
8726	Truck, Dump	Struck Capacity	50 CY	to 620		hour	\$108.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$53.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$56.00
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$71.00
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$77.00
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 150		hour	\$16.40
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 180		hour	\$20.20
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 215		hour	\$26.50
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 250		hour	\$29.50
8704	Truck, Flatbed	Maximum Gvw	50000 Lbs	to 300		hour	\$38.00
8705	Truck, Flatbed			to 375		hour	\$46.00
8706	Truck, Flatbed			to 450		hour	\$53.00
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$41.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$50.00
8812	Truck, Knuckle Boom				Add Flatbed Truck to Truck Mounted Crane.		
8813	Truck, Ladder				Add Flatbed Truck to Truck Mounted Aerial Lift.		
8814	Truck, Line				Add Flatbed Truck to Hydraulic Digger Derrick.		
8800	Truck, Pickup			to 130	When transporting people.	mile	\$0.45
8801	Truck, Pickup			to 130		hour	\$9.75
8802	Truck, Pickup			to 180		hour	\$13.35
8803	Truck, Pickup			to 230		hour	\$16.50
8804	Truck, Pickup			to 280		hour	\$19.90
8790	Truck, Tractor			to 210		hour	\$29.50
8791	Truck, Tractor			to 265		hour	\$36.50
8792	Truck, Tractor			to 310		hour	\$42.00
8793	Truck, Tractor			to 350		hour	\$44.50
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$27.50
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$39.00
8620	Tub Grinder			to 400		hour	\$78.00
8621	Tub Grinder			to 500		hour	\$97.00
8622	Tub Grinder			to 600		hour	\$110.00
8623	Tub Grinder			to 700		hour	\$125.00
8624	Tub Grinder			to 800		hour	\$144.00
8625	Tub Grinder			to 900		hour	\$156.00
8626	Tub Grinder			to 1000		hour	\$170.00
8753	Vehicle, Recreational			to 10		hour	\$2.75
8750	Vehicle, Small			to 30		hour	\$5.25
8760	Vibrator, Concrete			to 4		hour	\$1.00
8761	Vibrator, Concrete			to 8		hour	\$2.75
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$4.90
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$10.25
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$14.75
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$21.60

EXIBIT "A"

Hidalgo County Precinct #2

Vehicle & Equipment List

UNIT#	VEHICLE/ EQUIP. DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	INSPEC. STICKER	CO. ASSET #
#1	2001 Ford ½ Ton P/U Truck	1FTRX17L11NB03909	806-597	Feb. 2007	
#2	2002 Ford F150 ½ Ton Super Cab P/U Truck	1FTRX17W12NA33985	818-679	Dec. 2007	
#3	1993 Ford F150 P/U Truck	1FTDF15N6PLA82383	637-767	Sep. 2007	026291
#4	1998 GMC Sierra ½ Ton P/U Truck	1GTEC14M5WZ522496	733-399	April 2006	031593
#5	1998 GMC Sierra ½ Ton P/U Truck	1GTEC14MZ516297	733-398	April 2007	031586
#6	2005 PETERBILT Truck 330	2NPNLZ9X15M843631	881-337	May 2007	
#7	2008 Ford F250 P/U Crew Cab	1FTSW20R78EB43687	101-9818		
#8	1997 GMC Sierra	1GTEC14MXVZ527952	717-545	Nov. 2007	030704
#9	2004 Ford F350 CHASSIS CAB	1FDWF36P64EC65492	882-418	June 2007	
#10	2000 Peterbilt HD Dump Truck Model 330	1NPNLZ9X0YS514862	780-336	Feb. 2007	34537
#11	1995 Ford R/C P/U Truck	1FTEF15N3SLB92689	686-396	Oct. 2007	029537
#12	1984 International F1954 w/Dump 3 Ton Truck	1HTLKTVR4EHA62029	203-018	March 2007	014709
#13	1983 White GMC Tank Water Truck	4V2JCBBE5PR819380	626-968	May 2007	025649
#14	2001 Mack Roll-Off Truck G&H Roll-Off Hoist	1M2P267C11M05839301014856	203-019	Nov. 2007	036363
#15	2007 Model AP-1000D Asphalt Paver	EAD00227	N/A	N/A	046783
#16	1980 Champion Motorgrader	7205111408132	N/A	N/A	012791
#17	1998 Fiat Allis FG85 AB Motorgrader	89C0000466	N/A	N/A	0329663
#18	1996 Fiat Allis FG85 A Motorgrader	71S00643	976-659	N/A	030096

EXIBIT "A"

Hidalgo County Precinct #2

Vehicle & Equipment List

UNIT#	VEHICLE/ EQUIP. DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	INSPEC. STICKER	CO. ASSET #
#19	1983 Fiat Allis Motorgrader Model FG85	14S00340	N/A	N/A	014108
#20	2007 BW151AD-4 Bomag Vibratory Compactor	1019200111149	N/A	N/A	
#21	2004 Ford F750 Blue Diamond Truck	3FRPF75E84V698139	878-347	Sep. 2007	
#22	1983 Int'l Diesel Dump Truck	2HTAA17E2DCA11627	680-253	Oct. 2004	029284
#23	1995 Sweeper Lawnmower	6HB22034934096	N/A	N/A	
#24	Hyster C350 AD 8-10 Ton Roller	A89C1757N	N/A	N/A	032061
#25	1976 Flat Allis Model 545 B Loader	21C05880	N/A	N/A	019063
#26	1994 24" HD Backhoe Bucket Model JCB215s	USA215SCORE419189	027983	N/A	
#27	1983 John Deere Model	381499	N/A	N/A	013155
#28	1999 Peterbilt Tandem Truck w/ Water Tank Mounted 3000gals	3BPNLD9X2XF465248	752-065	Feb. 2007	032787
#29	Ford F750 Blue Diamond Med. Truck	3FRPF75E-44V698140	878-346	Sep. 2007	
#30	1985 International Dump Truck	1HTLDUXN4FHA50815	725-337	Sep. 2007	030163
#31	2002 Mack Roll-Off Truck Model RD688s	1M2P267C52M062366	819-222	Nov. 2007	
#32	2007 VMT270 Vibratory 39" Roller	JCB1700368	N/A		046909
#33	1992 International Flatbed Dump Truck Diesel	1HSSDNSNXNH417810	2BW-169 982-908	March 2007	31892
#34	1973 Mack 6 Ton Truck/Tractor	R685ST37897	941-711	Oct. 2004	017165

EXIBIT "A"

Hidalgo County Precinct #2

Vehicle & Equipment List

UNIT#	VEHICLE/ EQUIP. DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	INSPEC. STICKER	CO. ASSET #
#35	Ford F750 230 Blue Diamond Med. Truck	3FRPF75E64V698141	878-345	Sep. 2007	
#36	1980 Hyster Pneumatic Roller Model C 530A	A91C3276A	N/A		018058
#37	1988 GMC ½ Ton P/U Truck	1GTDC14K9JZ539126	544-534	March 2007	020486
#38	2000 White Semi-Tr Freightliner Model FL112	IFUYTWEB2YHF34570	990-093	Oct. 2007	34596
#39	2000 White Semi-Tr Freightliner Model FL112	1FUYYTWEB4YHF34571	990-092	Oct. 2007	34595
#40	JD Bush Hog Rotary Cutter	L02555G622827	30419		20059
#41	1966 Ingram Roller	662287D73	N/A		02996
#42	1980 Lufkin Dump Truck	57168	955-410		021249
#43	1980 Lufkin Dump Trailer	49315	957-432		021801
#44	1997 GMC ¾ Ton Sierra P/U Truck	1GTGC24F8VZ549769	729-377	Feb. 2007	031178
#45	Liebherr 32" Bucket (Excavator)	013096	N/A		
#46	1987 Freightliner Truck/Tractor	1FUEYXYBXHP297271	960-995	Jan. 2007	023363
#47	Bush Hog 280 Series RC-Townsend Implement	12-09756			033814
#48	2004 Viking Brush Loader	1049-04	909-342		
#49	Bush Hog 280 Series Rotary Cutter	12-09757	N/A		034348
#50	1993 ½ Ton Chevy P/U Truck	1GCDC14Z4PE122851	633-291	Oct. 2007	026006
#51	2000 White Semi-Tractor Freightliner Model	1FUYYTWEBXYHF34574	990-101	Aug. 2006	34597

EXIBIT "A"

Hidalgo County Precinct #2

Vehicle & Equipment List

UNIT#	VEHICLE/ EQUIP. DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	INSPEC. STICKER	CO. ASSET #
#52	2002 Ford F250 ¾ Ton Crew Cab P/U Truck 2006 Amet. Utility Trailer	1FTNW20L32EA81866 17YBP09126B031502	818-680 900-3517	Jan. 2007	
#53	1997GMC Sierra	1GTEC14M3VZ527940	717-546	June 2007	030703
#54	2002 Ford F250 Reg. Cab ¾ Ton P/U Truck	1FTNF20F22EA81867	818-907	Nov. 2007	
#55	2002 Ford F750 Regular Cab XL	3FDPF75582MA10006	822-148	Jan. 2007	037-692
#56	2002 Ford F250 ¾ Ton Crew Cab P/U Truck	1FTNW20L12EA81865	818-905	Nov. 2007	
#57	2002 M200-III 4 Wheel Daewoo Wheel Loader	1233	998-630		
#58	2002 Kubota 55HP Tractor w/ 6ft. Chain Cutter	Tractor #10707 Cutter #15464	992-245 999-246		
#59	2002 Hypac C530 AH Nine Wheel Pneumatic Compactor	109A22201970	998-627		
#60	2002 Massy Ferguson 45 HP Tractor w/ 6ft. Grooming Mower	Tractor #L04015 Mower #74276	999-249 999-250		
#61	2002 Daewoo Wheel Loader w/ Bucket	Loader #1065 Bucket #396100	999-247 999-248		
#62	2002 JCB 520 Loadall w/ Loader Bucket & Brush Attachments	SLP520502E0882337	999-539		
#63	Vibromax 1105D (Roller)	JKC8308909	N/A		

EXIBIT "A"

Hidalgo County Precinct #2

Vehicle & Equipment List

UNIT#	VEHICLE/ EQUIP. DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	INSPEC. STICKER	CO. ASSET #
#70	2003 Belly Dump Trailer	3C9BS40283G039331	906-482	June 2007	
#71	2004 Ford F250 ¾ Ton Super Cab P/U Truck	1FTNX20P54EC24514	870-171	Feb. 2007	
#72	2004 Mack CV713 Truck	1M2AG11C74M011540	869-346	March 2007	
#73	Peterbilt Truck 330	2NPNLZ9XX5M843630	881-336	May 2007	
#74	2005 Hino Truck Cab & Chassis	JHBNE8JT551S10651	883-813	Jan. 2007	
#75	2004 Terex TX760 Backhoe/ Loader	H20043086 SMFH44TC04DFM3086	910-742		
#76	2005 Zero- Turn Prowlers	49861	N/A		
#77	2005 Zero- Turn Prowlers	49862	N/A		
#78	2006 Peterbilt Model 335 Truck	2NPLLZ0X46M884566	203-039		
#79	2006 Ford FB Reg. Cab Truck	1FDAF56P36ED19744	234-519		
#80	2006 5325 Utility 3 D Tractor	LV5325S230596	921-953		
#82	66154 Cab Utility Tractor 95 PTO	L06615D509135	921-768		
#82A	DBRO60-CA Boom Mower	3362	921-767		
#83	2007 Ford F150 P/U Truck	1FTRF12W47KC19751	240-710		
#84	2007 Bomag MPH362R-2 Recycler	901B23001638	N/A		046622
#85	2007 Model TX970B Backhoe Loader	SMFH64EC07FGS2102	N/A		046841
#86	2007 KUBOTA MX5000SU TRACTOR W/6FT CUTTER	15187 / 53016	N/A		47640/47931

EXHIBIT "A"

Hidalgo County Precinct #2

Vehicle & Equipment List

UNIT#	VEHICLE/ EQUIP. DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	INSPC. STICKER	CO. ASSET #
#87	2008 Model 340 Peterbilt Truck	2NPRLN9X28M767433	102-5267		
#88	2008 Model 340 Peterbilt Truck	2NPRLN9X68M767435	102-5266		
#89	2008 Model 340 Peterbilt Truck	2NPRLN9X88M767436	102-5265		
#90	2007 KUBOTA M6040 F TRACTOR W/6FT CUTTER	10423	N/A		
#91	2009 Model 340 Peterbilt Truck	2NPRLN9XX9M780772			48175

REVISED EQUIPMENT

June 17, 2008

By: YC

STATE OF TEXAS
COUNTY OF HIDALGO

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

THIS Agreement is made on this the ____ day of _____, 2008 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as County, and **CITY OF HIDALGO, TEXAS**, hereinafter referred to as City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

WHEREAS, Hidalgo desires to assist County with services for the reconstruction and upgrading of Val-Mex Drive in Hidalgo, Texas. The work includes development of plans, specifications and estimate, bidding and construction oversight for a 43' concrete street. The project will include curb & gutter and a storm sewer system typical of an urban environment. The limits of the project are from 10th Street, to approximately 0.40 miles west of 10th Street. The length of the project is approximately 0.40 miles. The work includes off-site drainage improvements.

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

1. County agrees to allow Hidalgo to use certain equipment (the "Equipment") more particularly described in Exhibit "A" attached hereto for the furtherance of the Project;
2. County shall provide Hidalgo with the man power for the Project as more particularly described on Exhibit "B" attached hereto;
3. Hidalgo agrees to reimburse County for the use of the Equipment and the manpower in the amounts described on Exhibits "A" and "B" respectively multiplied by the hours of the Equipment and the manpower utilized in furtherance of the Project and further agrees to make such payments to County within thirty (30) days of receipt of invoices from City of Hidalgo.
4. The parties agree that all other costs incurred by Hidalgo and County regarding the Project shall be incurred by Hidalgo and County in their entirety.

- If to City: City of Hidalgo
Attention: Joe Vera, City Manager
704 E. Texano Dr.
Hidalgo, Texas 78557
- If to County: Hidalgo County
Attention: J.D. Salinas III, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 East State
Pharr, Texas 78577

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

10. **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.
11. **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.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this

provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

CITY OF HIDALGO

By: _____
John David Franz , Mayor

Attest:

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

Attest:

By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

AI-10036

15.B.

Position Reclassification

CC REGULAR

Date: 07/11/2008

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Commissioner Precinct No. 2

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #2

Information

CAPTION

Approval to reclassify one (1) Accounts Payable Clerk position, slot no. 122-006-0018 budgeted at \$28,177.00 per year to Administrative Assistant II budgeted at \$ \$38,000.00 per year, effective next full pay period (07/21/2008). Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.

BACKGROUND

Fiscal Impact

Attachments

Link: [Old Job Description](#)

Link: [civil service manuel](#)

Link: [New job description](#)

Link: [PAR](#)

Link: [Pct. No. 2 R&B- AI
10036 Fiscal Note](#)

Link: [Revised Salary Schedule](#)

Link: [reclassification form](#)

Link: [memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	07/03/2008 11:04 AM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 11:05 AM	APRV
3	Dale Kennan	Dale Kennan	07/03/2008 11:33 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Rosie Cantu			Started On: 07/03/2008 08:59 AM	
Final Approval Date: 07/03/2008				

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

*OLD
Job Description*

JOB TITLE: Accounts Payable Clerk

FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122

CIVIL SERVICE STATUS: NON EXEMPT

SUMMARY

Responsible for the Precincts' budget, processing of requisitions, obtaining purchase orders, reviewing and processing invoices, maintaining proper ledgers and must familiarize with Hidalgo County Purchasing policies.

Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepares and verifies purchase order for payment of bills.
- Post receipt and/or disbursements to appropriate ledger(s), journal(s), and/or report (s) that insures that accounts balance.
- Prepares reports at regular intervals reflecting disbursements and/or receipts by category and/or projects.
- Gathers financial and statistical data and prepares reports of program activities.
- Responds to inquires about the department or division, especially related to financial transactions, from persons visiting the office, calling on the telephone or writing to request information.
- Enters financial and other data on computer terminal and balances source data to computer printouts.
- Undertakes special accounting projects and prepares special reports as assigned.
- Creates and maintains necessary manual and computerized files and filing system.
- Depending upon the department or division to which assigned, performs any combination of the following duties; secures documents, money and checks, and may be responsible for securing office and setting alarms, verifies receipts and/or cash register tapes to checks and cash received, identifies errors and makes necessary corrections.
- Prepares, maintains, and verifies records and reports for mileage, fuel usage, or other data.
- Answers telephone, responds to inquiries, refers caller to appropriate part or takes messages, or serves as back-up for receptionist.
- May maintain an inventory of supplies and equipment and orders replacements as needed to expenditures.
- Performs such other duties as may be assigned.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED);
- Including or supplemented by bookkeeping or accounting courses; plus two years clerical and/or secretarial experience, at least one year of which involved bookkeeping or accounting; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Ability or demonstrated ability to learn to operate a computer, calculator, cash register, facsimile, and telephone.
- Good knowledge of generally accepted accounting principles relating to single or double entry accounting systems and financial reports.
- Ability to work quickly and accurately with numbers and maintain neat, well-organized records.
- Ability to operate a 10-key calculator by touch.
- Ability to exercise judgment regarding release of confidential information.
- Ability to use standard word processing, data inquiry and spreadsheet programs.
- Ability to establish and maintain effective working relationships with other county employees, officials, and the general public.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to communicate effectively before groups of customers or employees of organization.
- Ability to calculate figures and amounts such as discounts, interests, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.
- 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.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred

- Must have the ability to operate personal computer and other office equipment.
- Must be knowledgeable in computer accounting.
- 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 sit and use hands to fingers, or feel objects, tools, or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

ADDITIONAL DUTIES

Accounts Payable Clerk

- Supervise 2-3 office clerks
- Do new requisitions for P.O. requests
- Work on P.O. Increases and/or P.O. Cancellations
- Submit invoices to Auditors' for payment
- Assist on Budget process
- Take care of Commissioners' calendar
- Take expenditure reports on up to 20 different accounts
- Take expenditure reports on CIP Funds, TXDOT & Grants (if applicable)
- Take expenditure reports on BCAP accounts
- Place items on Commissioners' Court Agenda
- Do line-item transfers on all accounts & place on CC Agenda
- Take care of HR issues
- Fill out I-9 Form, Personnel requisition forms, Change of Status,
- Take care of Payroll for 62 employees
- Take care of employees leave balances
- Submit appropriate travel forms for Commissioner, Ricardo Cuellar, Humberto Garza, Charlie Contreras & Agapito Vargas.
- Making sure contracts and/or agreements placed on CC Agenda and signed by the County Judge.
- Make new files for Road/Street Projects
- Attend meetings and/or trainings
- Scan documents
- File any documents/correspondence of projects
- Fill out on daily basis reports for Las Milpas Pool (Summer Only)
- Answer phone calls & take messages
- Assist CAP Director on any paper work (place items on Agenda, transfers, etc.)
- Assist BCAP Coordinator to do new requisitions for P.O. on projects.

grade as the person's previous position, or until salary grades are established, is not budgeted for a higher salary than the employee's existing position.

3.17 An employee transferring laterally shall not receive a salary increase or decrease.

3.18 Lateral transfers may or may not involve a change in job responsibilities.

3.19 Employees may not transfer between Departments without prior approval from both affected Elected Officials/Department Heads and the Secretary. (Amended April 10, 1996)

3.20 A lateral transfer of an employee within a Department or from one Department to another within the same job classification is generally discouraged unless it is of benefit to both the County and/or District and the employee in order to improve productivity or morale.

3.21 Requests for lateral transfers must be submitted to the Secretary for a determination that the proposed transfer complies with the provisions of this Chapter. If such a determination is made, a lateral transfer may be made without advertising the Vacancy into which the employee is transferred. (Amended April 10, 1996)

RECLASSIFICATION

3.22 Offices and Departments may submit reclassification request at any time during the year, but they will be considered for approval during the annual budget process. If an immediate business necessity exists, a reclassification request may be considered at a time other than the annual budget process, but a Commissioners' Court waiver is required. (Amended January 2, 2008)

3.23 Position reclassifications may be required when fundamental changes in the position duties have occurred over a period of time and are the result of required business changes, organizational restructuring or changes in a program or department mission. Reclassifications will only occur when a position's job responsibilities have changed significantly in level and/or scope over an extended period of time compared to the duties and responsibilities listed on the position job description. A reclassification request may or may not result in a change in salary grade and until salary grades are established, a change in salary. (Amended January 2, 2008)

3.24 Reclassification request must be submitted on a completed Personnel Adjustment Request Form with a copy of the current job description and a copy of the proposed job description to Department of Budget and Management with a copy to the Human Resources Department.

The Human Resources Department will conduct a job audit (desk audit or on-site audit) of the position to determine if a reclassification is justified, and will make a recommendation on the job title and job description. The Department of Budget and Management will conduct a salary audit of the position to determine the appropriate salary grade and until salary grades are established, the appropriate salary and will make a recommendation on the proposed salary. Both departments will submit their recommendations to the Classification Committee² for approval. If approved by the committee, the Elected Official/Department Head will present the requested reclassification to the Governing Authority for its approval. All approved adjustments will be effective on the first day of the first full pay period following approval of the Governing Authority.

Note: Department Heads/Elected Officials may assign other (additional) duties to an employee in addition to those listed in a job description without requiring a reclassification. The job description is intended to provide a general job description with examples of work and duties to be performed

² Classification Committee will consist of a representative from the Human Resources Department, Treasurer's Office, and Department of Budget & Management.

HIDALGO COUNTY

Precinct 2 – Road & Bridge Paved/Unpaved

NEW
JOB DESCRIPTION

JOB TITLE: ADMINISTRATIVE ASSISTANT II **FLSA STATUS:** NON-EXEMPT
DEPARTMENT: 122 **CIVIL SERVICE STATUS:** NON-EXEMPT

GENERAL JOB DESCRIPTION:

Performs complex administrative or technical precinct program work; including supervision of clerical staff. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. May train and supervise the work of others. The employee in this position works under general supervision with moderate latitude for the use of initiative and independent judgment in the performance of assigned duties and responsibilities.

EXAMPLES OF WORK PERFORMED:

1. Prepares, interprets, and disseminates information concerning county programs and procedures.
2. Prepares, edits, and distributes correspondence, reports, studies, forms, and documents.
3. Participates in the planning and execution of precinct programs and initiatives.
4. Develops, coordinates, and maintains record keeping and filing system, both manual and automated.
5. Responds to inquiries regarding rules, regulations, policies, and procedures.
6. Coordinates meetings, conferences, and seminars.
7. Assists in the development of administrative or technical assistance policies and procedures.
8. May coordinate work between organizational units of the precinct.
9. May assist in compiling and analyzing data, making calculations, and preparing reports.
10. May assist in the preparation of presentations for administrative hearings.
11. May research, compose, design, or edit precinct publications such as brochures, forms, and manuals.
12. May develop training materials.
13. May train others.
14. May supervise the work of others.
15. Performs other related work as assigned.

MINIMUM QUALIFICATIONS:

Graduation from an accredited four-year college or university with major course work in Business Administration, or related field. Experience in administrative support work related to accounting, bookkeeping, or office management. Experience and education may be substituted for one another.

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

CERTIFICATES, LICENSES, REGISTRATIONS:

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

OTHER SKILLS, KNOWLEDGE, AND ABILITIES:

1. Knowledge of office practices and administrative procedures.
2. Skill in standard office equipment and software.
3. Ability to implement administrative procedures and to evaluate their effectiveness.
4. Ability to interpret rules, regulations, policies, and procedures.
5. Ability to communicate effectively, to train others, and to supervise the work of others.

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve;

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Employee is required to follow all County and departmental safety regulations.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 2 Road & Bridge / 122-006

DATE: 06/25/2008

CURRENT POSITION TITLE: A/P Clerk

CURRENT SLOT. #: 122-006-0018

REQUESTED POSITION TITLE: Administrative Assistant II
(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: \$ 28,177.00 \$ 38,000.00 \$ 9,823.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

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

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐ _____
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐ \$ _____
Object 121 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)

This adjustment is necessary and essential to properly compensate the employee for additional duties and for greater responsibilities that have been assigned over the last four years.

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

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

This employee was promoted to Accounts Payable Clerk in 2002. Since that time duties other than those normally assigned to an Accounts Payable Clerk have been assigned to this employee in lieu of hiring additional staff. This employee in addition to may administrative duties also supervises three other clerical employees and functions as the office manager.

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

A summary listing of some of the additional duties is also attached.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.  6/25/08
DEPARTMENT HEAD DATE

FUNDING AVAILABLE IN DEPT. BUDGET

☐ YES ☐ NO

2. _____
HUMAN RESOURCES DIRECTOR DATE

PERSONNEL PROCEDURES COMPLETED

☐ YES ☐ NO

3. _____
DEPARTMENT OF BUDGET & MANAGEMENT DATE

BUDGET PROCEDURES COMPLETED

☐ YES ☐ NO

4. _____
COMMISSIONERS COURT APPROVAL DATE

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, July 08, 2008

Agenda Item: 10036

Summary of request/proposal:

The Commissioner Precinct No. 2 Office is requesting approval to reclassify one (1) Accounts Payable Clerk position, slot no. 122-006-0018 budgeted at \$28,177.00 per year to Administrative Assistant II budgeted at \$ 38,000.00 per year, effective next full pay

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Accounts Payable Clerk	0018	113	28,177.00	38,000.00	9,823.00
				28,177.00	38,000.00	9,823.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1202-431-00-122-006-0-113	PCT.2 P/U RD- PERM F/T EMPLOYEES	\$4,424.10
8-1202-431-00-122-006-0-211	PCT.2 P/U RD- HEALTH INSURANCE	-
8-1202-431-00-122-006-0-212	PCT.2 P/U RD- LIFE INSURANCE	-
8-1202-431-00-122-006-0-220	PCT.2 P/U RD- FICA	\$338.44
8-1202-431-00-122-006-0-230	PCT.2 P/U RD- RETIREMENT	\$388.44
8-1202-431-00-122-006-0-250	PCT.2 P/U RD- UNEMPLOYMENT COMP	\$22.12
8-1202-431-00-122-006-0-260	PCT.2 P/U RD- WORKER'S COMP	\$18.58
	2008 Budgetary Impact	\$5,191.68

2009 Budgetary Impact: \$14,344.24

Possible Funding Sources: Precinct No. Road & Bridge Account.

Budget Office Recommendation: Department has sufficient lapsed funding in the Road & Bridge Account

(8-1202-431-00-122-006-0-XXX).

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

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

AI-

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	113	CHIEF ADMINISTRATOR	\$63,495.00	\$0.00	\$63,495.00	0.04	\$2,540.00	\$0.00	\$66,035.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0002	113	FIELD OPER DIR	\$61,500.00	\$0.00	\$61,500.00	0.04	\$2,460.00	\$0.00	\$63,960.00	\$63,960.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0003	113	RESEARCH AND DEVELOPMENT DIRECTOR	\$44,908.00	\$0.00	\$44,908.00	0.04	\$1,796.00	\$0.00	\$46,704.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0004	113	EXECUTIVE ASSISTANT	\$41,744.00	\$0.00	\$41,744.00	0.04	\$1,670.00	\$0.00	\$43,414.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0005	113	HR COORDINATOR	\$40,000.00	\$0.00	\$40,000.00	0.04	\$1,600.00	\$0.00	\$41,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0006	113	SAFETY COORDIN	\$39,112.00	\$0.00	\$39,112.00	0.04	\$1,564.48	\$0.00	\$40,676.00	\$40,676.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0007	113	ACCOUNTANT	\$38,000.00	\$0.00	\$38,000.00	0.04	\$1,520.00	\$0.00	\$39,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	\$47,500.00	\$0.00	\$47,500.00	0.04	\$1,900.00	\$0.00	\$49,400.00	\$49,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0009	113	ASST FIELD/OP DIR	\$36,243.00	\$0.00	\$36,243.00	0.04	\$1,450.00	\$0.00	\$37,693.00	\$36,975.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00
0010	113	HEAVY EQUIPMENT OPERATOR III	\$32,553.00	\$0.00	\$32,553.00	0.04	\$1,302.12	\$0.00	\$33,855.00	\$33,855.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
0011	113	HEAVY EQUIPMENT OPERATOR III	\$31,749.00	\$0.00	\$31,749.00	0.04	\$1,270.00	\$0.00	\$33,019.00	\$24,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0012	113	HEAVY EQ OP III	\$31,749.00	\$0.00	\$31,749.00	0.04	\$1,269.96	\$0.00	\$33,019.00	\$33,019.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00
0013	113	HEAVY EQ OP III	\$31,749.00	\$0.00	\$31,749.00	0.04	\$1,270.00	\$0.00	\$33,019.00	\$30,884.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	MECHANIC III	\$31,816.00	\$0.00	\$31,816.00	0.04	\$1,273.00	\$0.00	\$33,089.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0015	113	OFFICE COORDINATOR	\$29,094.00	\$0.00	\$29,094.00	0.04	\$1,164.00	\$0.00	\$30,258.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	\$27,292.00	\$0.00	\$27,292.00	0.04	\$1,092.00	\$0.00	\$28,384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0017	113	MECHANIC II	\$27,111.00	\$0.00	\$27,111.00	0.04	\$1,084.00	\$0.00	\$28,195.00	\$28,195.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
		s/b ADMINISTRATIVE ASSISTANT II						s/b \$9,823.00	s/b \$38,000.00						
0018	113	AP CLERK	\$27,093.00	\$0.00	\$27,093.00	0.04	\$1,083.72	\$0.00	\$28,177.00	\$28,177.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00
0019	113	INVENTORY CLK	\$26,729.00	\$0.00	\$26,729.00	0.04	\$1,069.00	\$0.00	\$27,798.00	\$27,798.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0020	113	CLERK/RECEPTIONIST	\$25,860.00	\$0.00	\$25,860.00	0.04	\$1,034.00	\$0.00	\$26,894.00	\$26,894.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0021	113	OFFICE CLERK	\$25,860.00	\$0.00	\$25,860.00	0.04	\$1,034.00	\$0.00	\$26,894.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0022	113	TRCK DRIVER III	\$25,782.00	\$0.00	\$25,782.00	0.04	\$1,031.28	\$0.00	\$26,813.00	\$26,813.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00
0023	113	TRCK DRIVER III	\$25,514.00	\$0.00	\$25,514.00	0.04	\$1,021.00	\$0.00	\$26,535.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0024	113	TRCK DRIVER III	\$25,514.00	\$0.00	\$25,514.00	0.04	\$1,021.00	\$0.00	\$26,535.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0025	113	HEAVY EQ OP II	\$25,342.00	\$0.00	\$25,342.00	0.04	\$1,014.00	\$0.00	\$26,356.00	\$24,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0026	113	TRCK DRIVER I	\$24,572.00	\$0.00	\$24,572.00	0.0407	\$1,000.00	\$0.00	\$25,572.00	\$23,646.92	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00
0027	113	TRCK DRIVER II	\$24,136.00	\$0.00	\$24,136.00	0.04143	\$1,000.00	\$0.00	\$25,136.00	\$25,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0028	113	TRCK DRIVER II	\$24,016.00	\$0.00	\$24,016.00	0.04164	\$1,000.00	\$0.00	\$25,016.00	\$25,016.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00
0029	113	TRCK DRIVER II	\$24,016.00	\$0.00	\$24,016.00	0.04164	\$1,000.00	\$0.00	\$25,016.00	\$23,748.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00
0030	113	TRF SA/SPC III	\$23,991.00	\$0.00	\$23,991.00	0.04168	\$1,000.00	\$0.00	\$24,991.00	\$23,646.92	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00
0031	113	HEAVY EQUIPMENT OPERATOR II	\$23,828.00	\$0.00	\$23,828.00	0.04197	\$1,000.00	\$0.00	\$24,828.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0032	113	TRCK DRIVER II	\$23,790.00	\$0.00	\$23,790.00	0.04203	\$1,000.00	\$0.00	\$24,790.00	\$24,790.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00
0033	113	MAINTENANCE I	\$23,265.00	\$0.00	\$23,265.00	0.04298	\$1,000.00	\$0.00	\$24,265.00	\$24,265.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00
0034	113	TRUCK DRIVER II	\$23,059.00	\$0.00	\$23,059.00	0.04337	\$1,000.00	\$0.00	\$24,059.00	\$19,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035	113	MAINTENANCE II	\$22,204.00	\$0.00	\$22,204.00	0.04504	\$1,000.00	\$0.00	\$23,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1202-431-00-122-006-0
PCT.2 PIU RD**

AI-

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0036	113	MAINTENANCE II	\$21,840.00	\$0.00	\$21,840.00	0.04579	\$1,000.00	\$0.00	\$22,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0037	113	TRF SA/SPC I	\$21,355.00	\$0.00	\$21,355.00	0.04683	\$1,000.00	\$0.00	\$22,355.00	\$20,905.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0038	113	MAINTENANCE I	\$20,753.00	\$0.00	\$20,753.00	0.04819	\$1,000.00	\$0.00	\$21,753.00	\$21,753.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0039	113	MAINTENANCE I	\$20,753.00	\$0.00	\$20,753.00	0.04819	\$1,000.00	\$0.00	\$21,753.00	\$20,345.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00
0040	113	MAINTENANCE I	\$20,338.00	\$0.00	\$20,338.00	0.04917	\$1,000.00	\$0.00	\$21,338.00	\$20,637.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0041	113	MAINTENANCE I	\$19,984.00	\$0.00	\$19,984.00	0.05004	\$1,000.00	\$0.00	\$20,984.00	\$20,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0042	113	MAINTENANCE I	\$19,984.00	\$0.00	\$19,984.00	0.05004	\$1,000.00	\$0.00	\$20,984.00	\$20,345.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
0043	113	MAINTENANCE I	\$19,703.00	\$0.00	\$19,703.00	0.05075	\$1,000.00	\$0.00	\$20,703.00	\$17,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0044	113	TRAF SA/SP I	\$19,345.00	\$0.00	\$19,345.00	0.05169	\$1,000.00	\$0.00	\$20,345.00	\$18,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0045	113	TRAF SA/SP I	\$19,345.00	\$0.00	\$19,345.00	0.05169	\$1,000.00	\$0.00	\$20,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T046	121	MAINTENANCE	\$17,689.00	\$0.00	\$17,689.00	0.05653	\$1,000.00	\$0.00	\$18,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T047	121	MAINTENANCE	\$17,689.00	\$0.00	\$17,689.00	0.05653	\$1,000.00	\$0.00	\$18,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T048	121	MAINTENANCE	\$17,689.00	\$0.00	\$17,689.00	0.05653	\$1,000.00	\$0.00	\$18,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T051	121	MAINTENANCE	\$17,689.00	\$0.00	\$17,689.00	0.05653	\$1,000.00	\$0.00	\$18,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T052	121	MAINTENANCE	\$17,689.00	\$0.00	\$17,689.00	0.05653	\$1,000.00	\$0.00	\$18,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0055	114	OFFICE CLERK	\$9,360.00	\$0.00	\$9,360.00	0.04	\$374.00	\$0.00	\$9,734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0056	113	TIRE REPAIR/MAINTENANCE	\$0.00	\$21,840.00	\$21,840.00	0	\$0.00	\$0.00	\$21,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$1,401,391.00	\$21,840.00	\$1,423,231.00		\$59,907.56	\$9,823.00	\$1,492,961.00	\$891,664.90	\$13,440.00	\$0.00	\$0.00	\$0.00	\$0.00

Reclassification of one (1) Accounts Payable Clerk position, slot no. 122-006-0018 budgeted at \$28,177.00 per year to Administrative Assistant II budgeted at \$ \$38,000.00 per year (pay period (07/21/2008), pending CC approval.

10036

2008 ACTUAL TOTAL COMPENSATION
\$65,000.00
\$64,440.00
\$0.00
\$0.00
\$0.00
\$41,156.00
\$0.00
\$49,400.00
\$38,235.00
\$34,455.00
\$24,960.00
\$34,039.00
\$31,904.00
\$0.00
\$0.00
\$0.00
\$28,795.00
\$29,077.00
\$27,798.00
\$26,894.00
\$0.00
\$27,473.00
\$0.00
\$0.00
\$24,340.00
\$24,606.92
\$25,136.00
\$25,916.00
\$24,168.00
\$24,007.00
\$0.00
\$25,930.00
\$25,225.00
\$19,900.00
\$0.00

10036

2008 ACTUAL TOTAL COMPENSATION
\$0.00
\$20,905.60
\$22,233.00
\$20,765.00
\$20,637.00
\$20,215.00
\$20,645.00
\$17,680.00
\$18,689.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$904,624.52

effective next full



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE
ADJUSTMENT RECOMMENDATION FORMDEPARTMENT NAME: Pct. 2 ROAD & BRIDGEREQUEST DATE: 6/26/2008DEPARTMENT NUMBER: 122

PROGRAM NUMBER:

CURRENT SLOT #: 0018006-

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

A/P CLERK

Classification/Position Title

28,177

Pay Grade/Salary

REQUESTED ADJUSTMENT:

Administrative Assistant II

Classification/Position Title

38,000

Pay Grade/Salary

COMMITTEE RECOMMENDATION

Administrative Assistant II

Classification/Position Title

38,000

Pay Grade/Salary

COMMENTS:

REVIEWED COMPARABLE POSITIONS WITHIN AND OUT OF
COUNTY

SIGNATURES

Human Resources Representative

7/3/2008

Date

County Treasurer Representative

07/03/08

Date

Budget & Management Representative

7/3/2008

Date

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

MEMORANDUM

TO: Raul Silguero, Jr. Chief Administrator, Budget & Management

FROM: Hector "Tito" Palacios *H.A. / H.G.*
County Commissioner, Precinct 2

DATE: June 26, 2008

SUBJECT: Reclassification Request-Road and Bridge-Slot 0018

CC: Esther A. Cortez, Director, Human Resources Department

In accordance with Section 3.22 of the Civil Service Commission Rules (Amended Policy), I am submitting the attached Personnel Adjustment Form to request a reclassification for slot number 0018 in the Road and Bridge Department.

Included in the attachments to this memorandum are the Personnel Adjustment Form, a copy of the old job description, a summary listing of additional duties and responsibilities that have been assigned to this position over the past several years, and a copy of the new/proposed job description.

Please review the submitted documents and process the request through the Reclassification Committee as per the new established policies.

Your attention to this matter is appreciated.

AI-10015

15.C.

Transfer of Position and employee from Pct 2 Parks (1212) to Pct 2 CRC (1100)

CC REGULAR

Date: 07/08/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Precinct 2 CRC

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #2

Information

CAPTION

Parks 122-008/ CRC 122-018

1. Approval to transfer one (1) CRC Coordinator position, slot # 122-008-0002 budgeted at \$30,258.00 per year from Precinct No. 2 Parks to Precinct No. 2 Community Resource Center (CRC) and transfer employee no. 126756 to position no. 122-018-0006 (CRC) with no salary change. Note the effective date of 7/15/08.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-466-00-122-018-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to be determined pending CC approval.

Attachments

Link: [PAR](#)

Link: [Pct 2 CRC Coordinator](#)

[Job Description](#)

Link: [Fiscal Note](#)

Link: [Revised Salary](#)

[Schedules](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Dale Kennan (Originator)	Dale Kennan 07/03/2008 10:11 AM	APRV
2	Rosalinda Cantu	07/03/2008 05:15 PM	PEND

Form Started By: Dale Kennan

Started On: 07/02/2008 02:02 PM

Final Approval Date: 07/03/2008



Letter of Transmittal
HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 7/3/08

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: 10015

C.C. Date: 07/8/2008

Dept: Pct. 2 CRC

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

HIDALGO COUNTY
BUDGET OFFICE
2008 JUL 3 PM 3 08

Human Resources Dept:

Received By: [Signature]

Title: Director of Human Resources

Date: 7/3/2008

Time: 11:00 AM



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #2 / #122

DATE: Enter Date
07/02/2008

CURRENT POSITION TITLE: Enter position Title
CRC Coordinator

CURRENT SLOT. #: Enter current
008-002

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

NEW SLOT #:
018-006

DELETE SLOT & CREAT NEW SLOT +
TRANSFER EMPLOYEE
FROM PET 2 PARKS (122-008) SLOT 002
TO PET 2 CRC (1100) (122-018) SLOT 006

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification*

☒ Other

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

POSITION SALARY REQUEST:

Salary Amount: \$ 30,258.00 \$ \$30,258.00 \$ 0
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

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

☒ Other **OLD: 8-1212-452-00-122-008-0-113**
NEW: 8-1100-466-00-122-018-0-113

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

☐

FLSA:

Exempt

☐

Non-Exempt

☒

Non-Exempt

☒

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

The Coordinator is provided the authority and support to assure the Center provides/
maintains the availability of services and public outreach.

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

See the attached job description

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. [Signature] 07/02/2008
DEPARTMENT HEAD DATE

2. [Signature] 7/3/2008
HUMAN RESOURCES DIRECTOR DATE

3. [Signature] 7/3/2008
DEPARTMENT OF BUDGET & MANAGEMENT DATE

4. _____
COMMISSIONERS COURT APPROVAL DATE

FUNDING AVAILABLE IN DEPT. BUDGET

☐ YES ☒ NO

PERSONNEL PROCEDURES COMPLETED

☒ YES ☐ NO

BUDGET PROCEDURES COMPLETED

☐ YES ☐ NO

HIDALGO COUNTY PARKS

JOB TITLE: Community Resource Center Coordinator

FLSA STATUS: EXEMPT

DEPARTMENT: 122

CIVIL SERVICE STATUS: 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 that 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
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, July 15, 2008

Agenda Item: AI-10015

Summary of request/proposal:

Precinct 2 is requesting the approval to transfer one (1) CRC Coordinator position, slot # 122-008-0002 budgeted at \$30,258.00 per year from Parks to the Community Resource Center (CRC) and transfer employee no. 126756 to position no. 122-018-0006 (CRC) with no salary change. Note the effective date of 7/15/08.

				Current Budgeted	Adjustment Requested	Total Requested
Fund	Position	Slot#	Obj	Salary		
1212	CRC Coordinator	0002	113	30,258.00	-30,258.00	0.00
1100	CRC Coordinator	0006	113	0.00	30,258.00	30,258.00
				30,258.00	0.00	30,258.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
8-1212-452-00-122-008-0-	113		PARKS PCT.2-	PERM F/T EMPLOYEES	(\$14,089.60)
8-1212-452-00-122-008-0-	211		PARKS PCT.2-	HEALTH INSURANCE	(\$1,938.96)
8-1212-452-00-122-008-0-	212		PARKS PCT.2-	LIFE INSURANCE	(\$15.37)
8-1212-452-00-122-008-0-	220		PARKS PCT.2-	FICA	(\$1,077.85)
8-1212-452-00-122-008-0-	230		PARKS PCT.2-	RETIREMENT	(\$1,237.07)
8-1212-452-00-122-008-0-	250		PARKS PCT.2-	UNEMPLOYMENT COMP	(\$70.45)
8-1212-452-00-122-008-0-	260		PARKS PCT.2-	WORKER'S COMP	(\$59.18)
2008 Budgetary Impact					(\$18,488.48)

INCREASE/DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-466-00-122-018-0-	113		PCT 2 CRC-	PERM F/T EMPLOYEES	\$14,089.60
8-1100-466-00-122-018-0-	211		PCT 2 CRC-	HEALTH INSURANCE	\$1,938.96
8-1100-466-00-122-018-0-	212		PCT 2 CRC-	LIFE INSURANCE	\$15.37
8-1100-466-00-122-018-0-	220		PCT 2 CRC-	FICA	\$1,077.85
8-1100-466-00-122-018-0-	230		PCT 2 CRC-	RETIREMENT	\$1,237.07
8-1100-466-00-122-018-0-	250		PCT 2 CRC-	UNEMPLOYMENT COMP	\$70.45
8-1100-466-00-122-018-0-	260		PCT 2 CRC-	WORKER'S COMP	\$59.18
2008 Budgetary Impact					\$18,488.48

2009 Budgetary Impact: \$39,704.76

Possible Funding Sources: To be funded from General Fund if approved.

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

1212-452-00-122-008-0-
PARKS PCT.2

AI-10015

Department Name	Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTED	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
PARKS PCT.2	0001	113	FOREMAN	29,824.00	0.00	29,824.00	4.00%	1,192.96	0.00	31,017.00	31,017.00	840.00	0.00	0.00	0.00	0.00	31,857.00
~~PARKS PCT.2~~	~~0002~~	~~113~~	~~CRC COORDINATOR~~	~~29,094.00~~	~~0.00~~	~~29,094.00~~	~~4.00%~~	~~1,163.76~~	~~0.00~~	~~30,258.00~~	~~30,258.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~30,258.00~~
PARKS PCT.2	0003	113	MAINTENANCE III	24,424.00	0.00	24,424.00	4.09%	1,000.00	0.00	25,424.00	25,424.00	1,080.00	0.00	0.00	0.00	0.00	26,504.00
PARKS PCT.2	0004	113	MAINTENANCE I	23,059.00	0.00	23,059.00	4.34%	1,000.00	0.00	24,059.00	21,588.61	480.00	0.00	0.00	0.00	0.00	22,068.61
PARKS PCT.2	0005	113	MAINTENANCE I	22,854.00	0.00	22,854.00	4.38%	1,000.00	0.00	23,854.00	20,805.00	0.00	0.00	0.00	0.00	0.00	20,805.00
PARKS PCT.2	0006	113	MAINTENANCE I	21,907.00	0.00	21,907.00	4.56%	1,000.00	0.00	22,907.00	18,689.00	0.00	0.00	0.00	0.00	0.00	18,689.00
PARKS PCT.2	0007	113	MAINTENANCE I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	18,689.00	0.00	0.00	0.00	0.00	0.00	18,689.00
PARKS PCT.2	0008	113	MAINTENANCE I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	20,345.00	300.00	0.00	0.00	0.00	0.00	20,645.00
PARKS PCT.2	0009	113	MAINTENANCE 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
PARKS PCT.2	0010	113	MAINTENANCE I	19,285.00	0.00	19,285.00	5.19%	1,000.00	0.00	20,285.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARKS PCT.2	0011	113	MAINTENANCE I	19,285.00	0.00	19,285.00	5.19%	1,000.00	0.00	20,285.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
PARKS PCT.2	0014	113	EXECUTIVE ASSISTANT	0.00	10,000.00	10,000.00	0.00%	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARKS PCT.2	0018	113	CHIEF ADMINISTRATOR	0.00	7,000.00	7,000.00	0.00%	0.00	0.00	7,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARKS PCT.2	T019	122	LIFEGUARD	0.00	9,880.00	9,880.00	0.00%	0.00	0.00	9,880.00	3,420.00	0.00	0.00	0.00	0.00	0.00	3,420.00
PARKS PCT.2	T020	122	LIFEGUARD	0.00	9,880.00	9,880.00	0.00%	0.00	0.00	9,880.00	3,420.00	0.00	0.00	0.00	0.00	0.00	3,420.00
PARKS PCT.2	T021	122	LIFEGUARD	0.00	9,880.00	9,880.00	0.00%	0.00	0.00	9,880.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARKS PCT.2	T022	122	ATTENDANT	0.00	8,996.00	8,996.00	0.00%	0.00	0.00	8,996.00	3,114.00	0.00	0.00	0.00	0.00	0.00	3,114.00
PARKS PCT.2	T023	122	ATTENDANT	0.00	8,996.00	8,996.00	0.00%	0.00	0.00	8,996.00	3,114.00	0.00	0.00	0.00	0.00	0.00	3,114.00
TOTALS				247,767.00	64,632.00	312,399.00		11,356.72	0.00	323,756.00	237,908.61	2,700.00	0.00	0.00	0.00	0.00	240,608.61

----DELETE----

PARKS PCT.2	0002	113	CRC COORDINATOR	29,094.00	0.00	29,094.00	0.04	1,163.76	0.00	30,258.00	30,258.00	0.00	0.00	0.00	0.00	0.00	30,258.00

1100-466-00-122-018-0-
PCT 2 CRC

Department Name	Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTED	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
PCT 2 CRC	0001	113	CUSTODIAN	19,272.00	0.00	19,272.00	5.19%	1,000.00	0.00	20,272.00	18,689.00	0.00	0.00	0.00	0.00	0.00	18,689.00
PCT 2 CRC	0002	113	COMMUNITY OUTREACH WORKER	18,790.00	0.00	18,790.00	5.32%	1,000.00	0.00	19,790.00	19,790.00	0.00	0.00	0.00	0.00	0.00	19,790.00
PCT 2 CRC	0003	113	COMMUNITY OUTREACH WORKER	18,790.00	0.00	18,790.00	5.32%	1,000.00	0.00	19,790.00	19,790.00	0.00	0.00	0.00	0.00	0.00	19,790.00
PCT 2 CRC	0004	114	COMMUNITY OUTREACH WORKER	9,394.00	0.00	9,394.00	4.00%	376.00	0.00	9,770.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PCT 2 CRC	0005	114	COMMUNITY OUTREACH WORKER	9,394.00	0.00	9,394.00	4.00%	376.00	0.00	9,770.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS				75,640.00	0.00	75,640.00		3,752.00	0.00	79,392.00	58,269.00	0.00	0.00	0.00	0.00	0.00	58,269.00

++++ADD++++

PCT 2 CRC	0006	113	CRC COORDINATOR		30,258.00	30,258.00	0	0.00	0.00	30,258.00	30,258.00	0.00	0.00	0.00	0.00	0.00	30,258.00

AI-10010

16.A.

**Interlocal Agreement
CC REGULAR**

Date: 07/08/2008

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

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Information

CAPTION

Requesting approval on Interlocal Cooperation Agreement between County of Hidalgo and Hidalgo County Drainage District No. 1.

BACKGROUND

Monica Acres Drainage Project- Precinct #3 funding through the Urban County Program. Drainage District will pay for materials and the county will pay for the construction costs. Labor will be contracted out.

Agreement will be presented at Commissioners' Court.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Estimated cost \$119,060.00

Will be paid with Urban County Funds

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 01:34 PM	APRV
2	Erika Reyna	Erika Reyna	07/03/2008 11:14 AM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Norma Ceballos			Started On: 07/02/2008 11:24 AM	
Final Approval Date: 07/03/2008				

AI-10026

17.A.5.

**Agreements for Newspapers
CC REGULAR**

Date: 07/08/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to enter into advertisement agreements with Newspapers outside of Hidalgo County for publication of ads/notice purposes within the State of Texas on an as needed basis.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		07/03/2008 05:15 PM	PEND
2	Budget & Management	Veronica Lopez	07/03/2008 07:56 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	07/03/2008 02:27 PM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Laura Moya			Started On: 07/02/2008 03:49 PM	
Final Approval Date: 07/03/2008				

AI-9994

17.A.6.

Hidalgo County-Invoice No. 6902-Quintanilla, Headley & Associates-C-08-111-04-29

CC REGULAR

Date: 07/08/2008

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 payment of Invoice No. 6902 in the amount of \$20,000.00 from Quintanilla, Headley & Associates, Inc. in connection to Contract No. C-08-111-04-29 and PO # 603132 for Engineering Services on "Paving Improvements for Properties (located at 201 and 217 North Closner Street, Edinburg, Texas)".

BACKGROUND

Invoice No. 6902

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-419-40-220-028-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 603132 has an available balance of \$23,000.00 (as of 7/3/08) to pay pending invoice.

Attachments

Link: -Invoice No.
6902-Quintanilla.
Headley & Associates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 04:55 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 07:52 AM	APRV
3	Dale Kennan	Dale Kennan	07/03/2008 08:49 AM	APRV
4	Auditor's Office	Linda Fong	07/03/2008 09:46 AM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 10:17 AM	APRV

Form Started By: Letty Saenz

Started On: 07/02/2008 08:38 AM

Final Approval Date: 07/03/2008

Invoice



Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

DATE	INVOICE #
6/23/2008	6902

BILL TO

Hidalgo County
2812 S. Business Hwy 281
Edinburg, Texas 78539

DESCRIPTION	AMOUNT
PROJECT: HIDALGO COUNTY PAVING IMPROVEMENTS FOR PROPERTIES AT 201 & 217 NORTH CLOSER. CONTRACT No: C-08-111-04-29 <i>OC# 603132</i> PAYMENT REQUEST No. 1 1. TOPOGRAPHIC SURVEY \$ 3,000.00 2. DESIGN OF PARKING LOT, GRADING, STRIPING, LANDSCAPE, EROSION CONTROL, SIGNAGE AND DRAINAGE \$ 14,000.00 3. TECHNICAL SPECIFICATIONS \$ 3,000.00	20,000.00
Thank you for your business!	Total \$20,000.00

AI-9981

17.A.7.

**Tire Disposal Services -Hidalgo County -Approval of Specifications
CC REGULAR**

Date: 07/08/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting approval of specifications as attached hereto for: "Tire Disposal Service" for the Hidalgo County. (RFB: 2008-270-07-23-SMA)

BACKGROUND

Authority to advertise was approved by Commissioners' Court on July 1, 2008.

Funding is to be identified and in place once a final negotiated contract is approved with vendor after all pertinent procurement procedures and/or processes are completed.

Proposed schedule of events:

Advertisements:

1st July 5, 2008

2nd July 12, 2008

Bid Openings:

July 23, 2008

Fiscal Impact

FISCAL YEAR: 2008

FUNDS AVAILABLE Y/N?: y

BUDGETARY IMPACT:

ACCT. #: 8-1100-432-00-121-001-0-421

MATCHING FUNDS Y/N?: y

FISCAL YEAR: 2008

FUNDS AVAILABLE Y/N?: y

BUDGETARY IMPACT:

ACCT. #: 8-1100-432-00-124-001-0-421

MATCHING FUNDS Y/N?: y

FISCAL YEAR: 2008

FUNDS AVAILABLE Y/N?: y

BUDGETARY IMPACT:

ACCT. #: 8-1100-432-00-123-001-0-421

MATCHING FUNDS Y/N?: y

FISCAL YEAR: 2008

ACCT. #: 8-1100-432-00-122-001-0-421

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: y

BUDGETARY IMPACT:

Attachments

Link: [draft contract](#)

Link: [backup-memo's](#)

Link: [Specifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 02:46 PM	APRV
2	Budget & Management	Veronica Lopez	07/02/2008 02:53 PM	APRV
3	Ivan Cantu		07/02/2008 02:53 PM	NEW
4	Auditor's Office		07/02/2008 02:53 PM	
5	Court Administrator		07/02/2008 02:53 PM	

Form Started By: Moises Salazar

Started On: 07/01/2008 04:49 PM

Final Approval Date: 07/02/2008

THE STATE OF TEXAS
COUNTY OF HIDALGO

SERVICE CONTRACT
C-08-270-00-00

THIS CONTRACT is made and entered into this _____ day of _____, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A TIRE DISPOSAL SERVICES** @ (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. 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 **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with

the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County:

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

If to Company

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

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners= Court on, _____ day of _____, 200__.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

RAFT

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1

ATTN: Joseph Palacios/ Noe Montez

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 2, 2008

RE: Approval or Disapproval of Specifications for:
Bid No. -2008-270-07-23-SMA-Hidalgo County- "Tire Disposal Services"

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

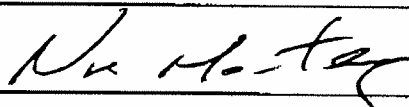
If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☒	DISAPPROVE ☐	
APPROVED WITH MODIFICATIONS ☐		

FUNDS AVAILABILITY: Yes ☒ No ☐

Other (specify) _____

BUDGET ACCOUNT #: 8-1100-432-00-121-001-0-421

	Noe Montez	7/2/08
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no later than 3:00 P.M. on July 2, 2008.

Enclosures

MEMORANDUM

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2

ATTN: Ricardo Cuellar/ Yolanda Cisneros

FROM: Sandra Montalvo, Buyer *SMM*
Hidalgo County Purchasing Department

DATE: July 2, 2008

RE: Approval or Disapproval of Specifications for:
Bid No. -2008-270-07-23-SMA-Hidalgo County- "Tire Disposal Services"

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

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

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☒	

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐

Other (specify) _____

BUDGET ACCOUNT #: 8-1100-432-00-122-001-1-421

<i>Ricardo Cuellar</i>	<i>RICARDO CUELLAR</i>	<i>7/2/08</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no later than 3:00 P.M. ON JULY 2, 2008.

Enclosures

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

MEMORANDUM

TO: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

FROM: Commissioner Hector "Tito" Palacios *Approved*
Hidalgo County Precinct # 2

DATE: July 2, 2008

RE: Agenda Item

After reviewing the following specifications and modifications, we are requesting that this item be place on the next Commissioners' Court meeting agenda for Tuesday, July 8, 2008.

Account # 8-1100-432-00-122-0010-0421

Should you have any questions or require further information please call my office at (956) 787-1891.

Thank You.

MEMORANDUM

TO: Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3

ATTN: Mingo Villarreal

FROM: Sandra Montalvo, Buyer *SM*
Hidalgo County Purchasing Department

DATE: July 2, 2008

RE: Approval or Disapproval of Specifications for:
Bid No. -2008-270-07-23-SMA-Hidalgo County- "Tire Disposal Services"

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

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

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐

Other (specify) _____

BUDGET ACCOUNT #: 8-1100-432-00-123-001-0-421

<i>J. Flores</i>	J. Flores by Norma Ceballos	07-02-08
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no later than 3:00 P.M., July 2, 2008.

Enclosures

MEMORANDUM

TO: Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Munoz/ Mr. Carranza
FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 2, 2008

RE: Approval or Disapproval of Specifications for:
Bid No. -2008-270-07-23-SMA-Hidalgo County- "Tire Disposal Services"

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

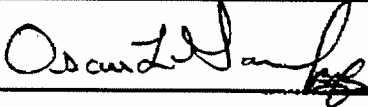
If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐

OTHER (specify) _____

BUDGET ACCOUNT #: 8-1100-432-00-124-001-0-421

	Oscar L. Garza Jr. by Rumbold Munoz Jr.	7-2-08
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no later than 3:00P.M. July 2, 2008

Enclosures

AI-9973

17.A.8.

**Cabling-Installation-Time-Materials-Other Services
CC REGULAR**

Date: 07/08/2008

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 (contract document previously approved by legal counsel) including acceptance of the "Best and Final Offer" with "Starr Telecommunications Etc" for RFP NO: 2008-018-06-04-VYG-CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-200-002-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 7-2-08 \$20,808.19.

Attachments

Link: [Participation and
Tabulation Log](#)

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 01:22 PM	APRV
2	Budget & Management	Veronica Lopez	07/02/2008 01:25 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/02/2008 02:17 PM	APRV
4	Auditor's Office	Linda Fong	07/02/2008 03:07 PM	APRV
5	Court Administrator	Angela Garcia	07/02/2008 04:02 PM	APRV
Form Started By: Vangie Garcia			Started On: 07/01/2008 02:50 PM	
Final Approval Date: 07/02/2008				

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)

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **July 17, 2008** by and between **STARR TELECOMMUNICATIONS ETC. LLC**, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "[Cabling, Installation, Time, Materials, And Other Services]", 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 with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged 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 proposal 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 and 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 "**Cabling-Installation-Time-Materials-Other Services**" in the areas of **HIDALGO COUNTY** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged 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 to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor 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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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 hereby consent 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: Starr Telecommunications Etc. LLC
Attention: Leonel J. Lopez
304 W. Veterans Blvd.
Palmview, Texas 78572

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

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 sixty (60) 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. **Insurance.** 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 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.

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.

APPROVED BY COMMISSIONERS COURT ON: JULY 8, 2008.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Company: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Stephen L. Crain

Date: _____

EXHIBIT “A”

HIDALGO COUNTY SCOPE OF SERVICES

“CABLING – INSTALLATION - TIME – MATERIALS – OTHER SERVICES”

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Proposers shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to propose on and perform work. Proposer(s) shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful proposer will be required to meet Hidalgo County Tele-Data conventions and standards. The successful Proposer will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT Networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

- a. Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.
- b. A consultant or contractor, by responding to a proposal, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS:

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)					
Regular (Post-Punch)					
Expedited					
Emergency					

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)					
Regular (Post-Punch)					
Expedited					
Emergency					

Miscellaneous

	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)
3' Patch Cable				
5' Patch Cable				
7' Patch Cable				
10' Patch Cable				
Custom (by foot)				
66 Block (Cat 5e)				
66 Block Cat 5e w/Connector				
5' Amphenol Cable (25 Pr)				
10' Amphenol cable (25 Pr)				
20' Amphenol Cable (25 Pr)				
24 Port Patch Panel (Modular)				
24 Port Patch Panel				
48 Port Patch Panel				
110 Wiring Blocks (100 Pr)				
Cross Connect Wire 24 AGW				
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit				

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							
RG-59 Coaxial Cable							
RG-59/18-2 Combo Cable							
Digital Coaxial Cable							
18/2 Speaker Cable							
18/2 Security Cable							
22/4 Security Cable							
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	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								

12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch					
3m Patch					

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								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch					
3m Patch					

FIBER OPTIC MISC

	6-PAK (SM)	6 PAK (MM)	12 PAK (SM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST						
SC						
LC						

WALL MOUNT RACKS 18" DEEP**24"****36"****48"**

Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

WALL MOUNT RACKS 24" DEEP**24"****36"****48"**

Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

FLOOR MOUNT RACKS**DESCRIPTION****7'****Other**

Floor Mount Open Rack Aluminum		
Installation		
Floor Mount Open Rack 4-Post Frame (Black)		
Installation		
Open Cabinet with Casters (Black)		
Installation		
Open Cabinet with Side Panels Only (Black)		
Installation		
Cabinet with Side Panels and Front and Back Locking Doors		
Installation		
Ladder Rack Assembly 10' Sections & Hardware		
Installation		
Vertical Cable Management for Open Floor Mount Rack		
Fan/Filter Kit for Wall-Mount Rack with Enclosure		
Fan/Filter Kit for Enclosed Floor Mount Cabinet		

UPS**Description****Tower****Rack Mount****Other**

500			
750			
1000			
1200			
1500			
1750			
2000			
3000			

MISCELLANEOUS**DESCRIPTION****PRICE PER UNIT**

J HOOKS Wall Hangers	
Cable Support Saddles	
D-Rings	
Wire Mold Raceway	
Wire Mold Boxes	
Wire Mold Clips	
Low Voltage Single Gang Box	

DESCRIPTION**PRICE PER UNIT**

Concrete Penetrations	
Fire Wall Penetrations	
Asbestos Penetration	

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING (ASHPALT/CALICHE)	TRENCHING	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	
Regular									
Expedited									
Emergency									
Long Bend Elbows									
Regular Elbows									
LB ACCESS FITTINGS									

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						
After Hours/Holiday						
Expedited						
Emergency						

ETHERNET-ENABLE CONTROLLERS

(Power over Ethernet)

Description	Price Per Unit	Installation & Programming
INTEGRAL Intelli-m 4 Control Module Kit		
INTEGRAL Intelli-m Single Control Module Kit		
INTEGRAL Single Module Add-on Kit		
Proximity Reader		
Electric Door Strike (Wood)		
Electric Door Strike (Metal)		
Electromagnetic Lock		
Request to Exit Buttons		
12/24 Power Supply		

III. SPECIFICATIONS:

- Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.
- Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
 - Routine – five (5) working days of notification
 - Expedite – one (1) working day of notification
 - Emergency – two (2) hours of notification
- Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page of this bid), to the ITTS Department based on the following classifications of notification:
 - Routine – within forty-eight (48) hours after visiting the site.
 - Expedite – within twenty-four (24) hours after visiting the site.
 - Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.
5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.
6. Permits, Fees and Notices:
 - a. The Contractor 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. Contractor's estimate should include cost of any permits, fees, or notices for each job.
 - b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
 - c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.
7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.
8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.
9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents
10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.
15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.
16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.
17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.
18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.
19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

IV. Terms & Conditions:

1. **SCOPE of CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the Proposer. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by Proposers on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.
2. **TERM CONTRACT:** The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

3. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.

1. **METHOD OF AWARD:** Award, if any, will be made to

a. **Primary Vendor** the responsible Proposer(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Proposal.

b. **Secondary Vendor** the responsible Proposer(s) submitting the second lowest proposal(s) and meeting all requirements of this Request for Proposal.

Hidalgo County reserves the right to award on an “all or none” or “by line item” basis. Proposer may propose on any or all items in order to be considered responsive to this Request for Proposal.

4. **PURCHASE ORDER:** Contractor will **not** supply and/or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.

5. **MATERIAL COST:** Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Proposer must include all costs in the delivered unit price.

6. **REQUIRED DELIVERY:** Verbal Purchase Order’s placed by 3:00 p.m. shall be delivered to the department that same business day. Order’s after 3:00 p.m. shall be next business day deliver.

7. **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

V. **ADDITIONAL INFORMATION:**

1. All costs and expenses associated with preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the Proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. 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, Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday, May 28, 2008 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, May 30, 2008 by 5:00 p.m..

EXHIBIT “B”
PAYMENT SCHEDULE/BEST AND FINAL OFFER



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Leonel J. Lopez, President
Star Telecommunications Etc. LLC

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

Date: July 1, 2008

Re: "Best and Final Offer" For:
RFP NO: 2008-018-06-04-Cabling-Installation-Time-Materials-Other Services

A meeting was held this Monday, June 30, 2008, at 10:00 A.M. for discussions/negotiations on services requested on the above-referenced RFP. Including on the discussion was the proposal submitted and was concluded that the proposal submitted will remain the same. Taken into consideration the fuel and copper inflation and new items were added to this specifications that were not on the prior project.

Please concur on the "Best And Final Offer" based on the outcome of the meeting, that proposal fees will remain the same.

We request that you please sign and remit if in agreement with the "Best And Final Offer", via facsimile @ (956) 318-2629 or email: evangelina.garcia@co.hidalgo.tx.us. Please return response back by Wednesday, July 2, 2008, at 10:00 A.M., in order to proceed in placing item on the agenda for next week's Commissioners Court.

If you have any questions, please call me at (956) 290-7000-4856. Thank you.

Signed: Leonel J. Lopez

Date: 7-1-08

Printed Name: Leonel J. Lopez

Title: President

PROPOSAL TABULATION 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		5.35	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.	3.68	1.95
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 Ea.	3.68	1.95
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 Ea.	3.68	1.95

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.	3.75	2.00
12 Strand	3.25	2.65	3.08	3.35	4.45	25.00 Ea.	3.75	2.00
24 Strand	4.35	4.95	4.40	4.80	6.70	25.00 Ea.	3.75	2.00

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	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00	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	ARMORED	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 mm Patch					
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	91.40		
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 Aluminum	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									
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		

Electric Door Strike (Wood)	125.00	100.00		
Electric Door Strike (Metal)	250.00	125.00	(OTHERHES 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

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/15/08
PRODUCER Sanchez Insurance Agency 124 N. Texas Westlaco, TX 78596		(956) 968-8773 969-4967	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 LEONEL LOPEZ STARR TELECOMM 7130 W. HWY 83, STE 309 MISSION, TX 78572		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A: SOUTHERN COUNTY MUTUAL		
		INSURER B: REPUBLIC VANGUARD		
		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, ENCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	ADDITIONAL TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	☒	GENERAL LIABILITY	RGL353504	1-18-08	1-18-09	EACH OCCURRENCE \$1 MILLION
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$5,000
		PERSONAL & ADV INJURY \$1 MILLION				
		GENERAL AGGREGATE \$1 MILLION				PRODUCTS - COM/OP AGG \$
B	☒	AUTOMOBILE LIABILITY	STC571699	1-9-08	1-9-09	COMBINED SINGLE LIMIT (Ea accident) \$ 1 MILLION
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		NON OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		GARAGE LIABILITY				EACH OCCURRENCE \$
		ANY AUTO				AGGREGATE \$
						\$
		EXCESS/UMBRELLA LIABILITY				\$
		☐ OCCUR ☐ CLAIMS MADE				\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS ☐ OTH-ER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

ABOVE POLICIES HAVE BEEN RENEWED JAN/08 to JAN/09 per Certificate

CERTIFICATE HOLDER**CANCELLATION**

COUNTY OF HIDALGO
EDINBURG, TEXAS 78539
FAX # 3182629

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



1/15/08

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 2/06/08
PRODUCER ACCESS INSURANCE AGENCY 5125 S HWY 281 #4 EDINBURG TX 78539		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 STARR TELECOMMUNICATIONS ETC LLC 304 W VETERANS BLVD PALMVIEW TX 78572		INSURERS AFFORDING COVERAGE INSURER A: TEXAS MUTUAL INS CO INSURER B: 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.

INER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001176144	01/24/08	01/24/09	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 500,000												
E.L. DISEASE - EA EMPLOYEE	\$ 500,000												
E.L. DISEASE - POLICY LIMIT	\$ 500,000												
	OTHER												

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

CERTIFICATE HOLDER HIDALGO COUNTY ATTN: PRISCILLA FAX# 956-292-7612	ADDITIONAL INSURED; INSURER LETTER:	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:

AI-9897

17.A.9.

**Hidalgo County-Extension-Interlocal Agreement with Emergency
Service District No. 2**

CC REGULAR

Date: 07/08/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting authority to exercise the option to extend for an additional one (1) year period as provided in current Interlocal Agreement by and between Hidalgo County and the Hidalgo County Emergency Services District No. 2 for: "Office Space to hold Public Meetings" (Contract No. C-07-339-07-10)

BACKGROUND

Letter of Extension

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required

Attachments

Link: [agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	07/02/2008 04:28 PM	APRV
3	Erika Reyna	Erika Reyna	07/02/2008 04:48 PM	APRV
4	Auditor's Office	Linda Fong	07/03/2008 09:24 AM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 10:17 AM	APRV
Form Started By: Letty Saenz			Started On: 06/25/2008 10:55 AM	
Final Approval Date: 07/03/2008				



PURCHASING DEPARTMENT
County Of Hidalgo

June 26, 2008

Daniel Guzman, Board President
Hidalgo County Emergency Services District No. 2
708 East Edinburg Avenue
Elsa, Texas 78538

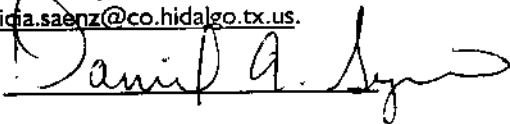
Via E-mail dannyguzman65@yahoo.com

Re: Extension of Interlocal Agreement Contract No. C-07-339-07-10 - "Office Space for Public Meetings" within Hidalgo County Pct. No. 1- Hidalgo County Emergency Services District No. 2

Dear Mr. Guzman:

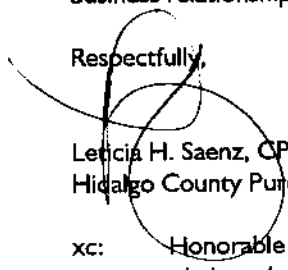
Commissioners' Court will take applicable action (Tuesday, July 8 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current Interlocal Agreement to automatically renew/extend for subsequent twelve (12) months periods (under the same terms and conditions). Effective date of renew/extension will commence: July 11, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, July 2, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629 or email to leticia.saenz@co.hidalgo.tx.us.

By:  Date: 6/27/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: Honorable Sylvia S. Handy, Commissioner
c/o Joseph Palacios, Chief Administrator
Hidalgo County Precinct No. 1

via email Sylvia.handy@co.hidalgo.tx.us
via email joseph.palacios@co.hidalgo.tx.us

By: _____

Date: _____



PURCHASING DEPARTMENT
County Of Hidalgo

June 26, 2008

Daniel Guzman, Board President
Hidalgo County Emergency Services District No. 2
708 East Edinburg Avenue
Elsa, Texas 78538

Via E-mail dannyguzman65@yahoo.com

Re: **Extension of Interlocal Agreement Contract No. C-07-339-07-10 - "Office Space for Public Meetings" within Hidalgo County Pct. No. 1 - Hidalgo County Emergency Services District No. 2**

Dear Mr. Guzman:

Commissioners' Court will take applicable action (Tuesday, July 8 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current Interlocal Agreement to automatically renew/extend for subsequent twelve (12) months periods (under the same terms and conditions). Effective date of renewal/extension will commence: July 11, 2008.

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By: _____

Date: _____

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Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: Honorable Sylvia S. Handy, Commissioner
c/o Joseph Palacios, Chief Administrator
Hidalgo County Precinct No. 1

via email Sylvia.handy@co.hidalgo.tx.us
via email joseph.palacios@co.hidalgo.tx.us

By: _____

Sylvia S. Handy Date: 6/26/08
my

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

C-07-339-07-10

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** ("Agreement") is made by and among the **COUNTY OF HIDALGO** ("County"), and the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #2**, ("District") (sometimes collectively referred to as the "Parties" or individually referred to as the "Party") acting herein by and through their respective duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all the Parties hereto (the "Effective Date").

P R E M I S E S

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions or services; and

WHEREAS, the County, acting for the benefit of the citizens of Hidalgo County, has acquired real property and associated facilities and operates these facilities for the benefit of its citizens; one such facility being located at 708 E. Edinburg Avenue, Elsa, Texas, and

WHEREAS, the District is an emergency management district created by the County and is charged with providing emergency ambulance services to Hidalgo County citizens within its designated operating area, and

WHEREAS, the District has need of a facility in which to hold public meetings, and

WHEREAS, the County and the District wish to enter into an agreement by which the County shall provide a facility in which the District may hold public meetings in which to conduct its business.

AGREEMENT

I.

TERM OF AGREEMENT

A. Agreement: The Parties mutually agree that the County shall provide reasonable and adequate space and facilities to the District for the conduct of public meetings as needed at County building located at 708 E. Edinburg Avenue, Elsa, Texas. The use, date and time the District wishes to use must be approved in advance by the elected official whose office the District desires to use; and

B. Term: The term of this Agreement shall be for twelve (12) months commencing on the Execution of this agreement. The term of this Agreement shall be automatically renewed for subsequent twelve (12) month periods, subject to the provisions of Section C below, and

C. Termination: During the term of the Agreement, any Party may terminate its participation in this Agreement by giving the other Parties thirty (30) days' written notice of such termination.

II.
MISCELLANEOUS PROVISIONS

A. No Assumption of Liability: No Party assumes the liability for the system(s) under the control of any other Party or for the actions of employees of any other Party.

B. Immunity as a Defense: No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

C. Insurance: The District shall provide to the County a certificate of insurance showing the County as an additional insured for general liability in the minimum amount of the Texas Tort Claims Act.

D Assignment: This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

E Entire Agreement: The entire Agreement between the Parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.

E. Prior Agreements: This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

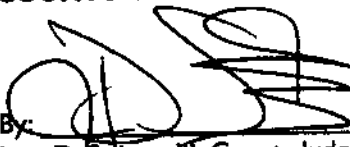
IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force and effect, has been executed on behalf of the Parties hereto on this the _____ day of _____, 2007.

APPROVED BY COMMISSIONERS' COURT ON THE 10TH DAY OF JULY, 2007.

**APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.**

By: 
Stephen L. Crain, Attorney

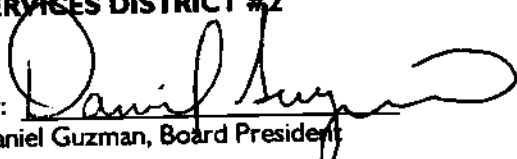
COUNTY OF HIDALGO, TEXAS

By: 
Juan D. Salinas, III, County Judge

**ATTEST
HIDALGO COUNTY CLERK**

By: 
Arturo Guajardo, Jr., County Clerk OCM

**HIDALGO COUNTY EMERGENCY
SERVICES DISTRICT #2**

By: 
Daniel Guzman, Board President

AI-10029

17.A.10.

**Vacant & Partially Occupied Buildings
CC REGULAR**

Date: 07/08/2008

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Discussion, consideration, and applicable action regarding the report presented by (Purchasing Dept.'s Fixed Asset Division) to Commissioners' Court on 4-29-08 in connection with County owned Vacant & Partially Occupied Buildings including, but not limited to the following options for each of the properties listed:

A. Declare property "surplus" for the purpose of disposition:

1. Sealed bid process, pursuant to Tx. Local Gov't. Code-Chpt. & Sect. 263.007; or, in the alternative;
2. Relocate, designate or assign a county elected office, department, program or agency;

B. Properties:

1. Youth Village - Weslaco
2. Moorefield Rd. Building - Mission
3. Former Pct. #3 Administration Building - Mission
4. Old County Jail/Restitution Center - Edinburg
5. Carpentry Shop - Edinburg (east of old county jail)
6. Rudy de la Vina Juvenile Detention Facility - Edinburg
7. Former Hidalgo County Administration Building - Edinburg
8. JP's-Constables & DPS Offices - Edinburg
9. San Carlos Warehouse - West Section

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

If disposition through sealed bid process is elected, there will be the statutory requirement (expense) to obtain Fair Market Value appraisals on all properties and the expenses associated with the publication of the advertisements. Amounts for such expenses cannot be determined at this time (as of 7-3-08).

Attachments

Link: 9832

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)		07/03/2008 05:15 PM	NEW
2	Budget & Management	Veronica Lopez	07/03/2008 07:59 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/03/2008 08:04 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Nielda Cavazos			Started On: 07/02/2008 04:25 PM	
Final Approval Date: 07/03/2008				

HIDALGO COUNTY

PURCHASING DEPARTMENT
FIXED ASSET DIVISION

VACANT & PARTIALLY OCCUPIED
BUILDINGS REPORT

APRIL 29, 2008

- The contents on this report are for informational purposes only, and may be subject to further review and additional verification.

Vacant or Partially Occupied Buildings

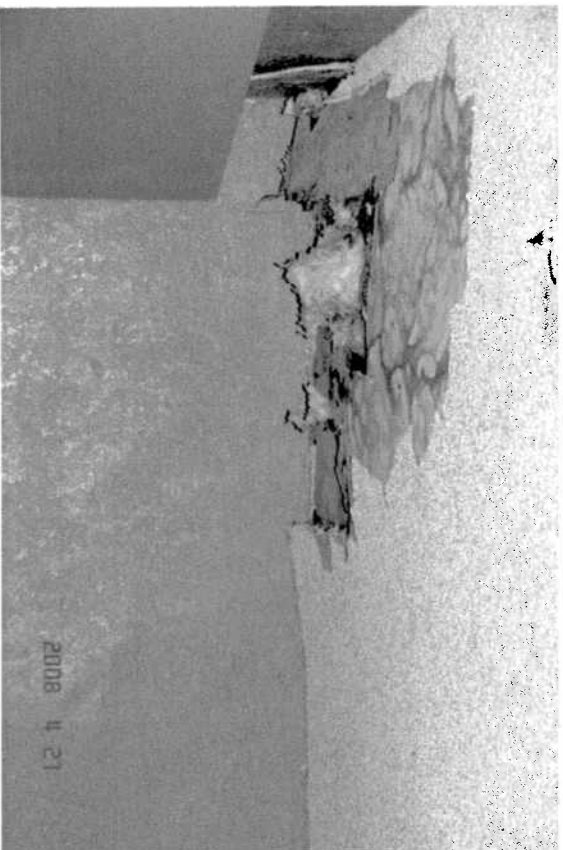
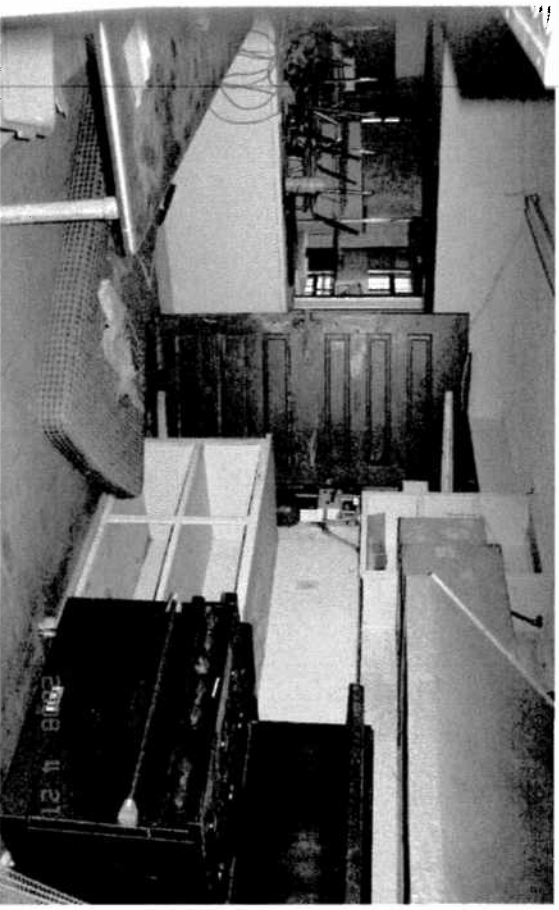
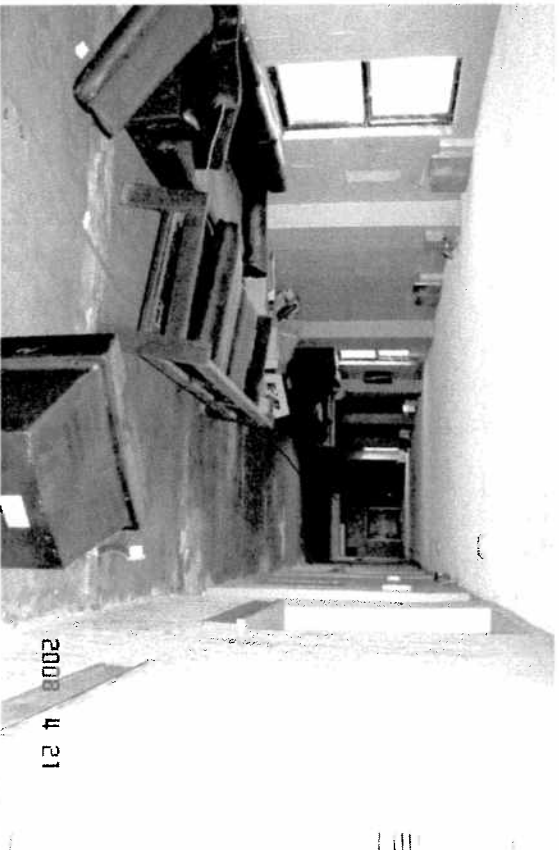
- 1. Youth Village - Weslaco
- 2. Moorefield Rd Building – Mission
- 3. Old Pct # 3 Administration Bldg – Mission
- 4. Old Co Jail/Restitution Center – Edinburg
- 5. Carpentry Shop - Edinburg
- 6. Rudy De La Vina Juvenile Detention – Edinburg
- 7. Old Hidalgo County Administration Bldg- Edinburg
- 8. JP's & DPS offices – Edinburg
- 9. San Carlos Warehouse – West Section

Youth Village 1711 N. Bridge, Weslaco, Texas

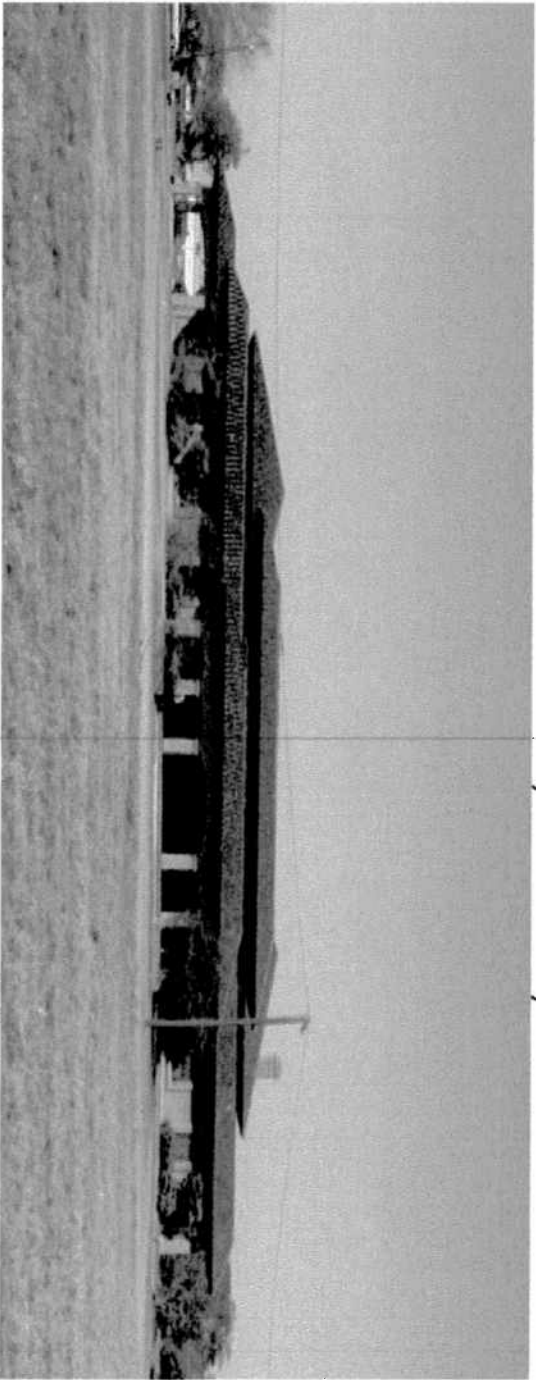


- Acquisition Date for Improvements:..... 12-31-1982
- Lot Size:.....12.50 AC
- Donated by Hidalgo County Housing Authority on ... 12-15-1969
- Acquisition Date Improvements 12-31-1982
- Historical cost of improvements..... \$433,254
- Improvements Accumulated Depreciation \$233,957
- Book Value as of December 31, 2006..... \$199,297
- HCAD Appraised Value Land – 2007\$1,633,500
- HCAD Appraised Value Improvements..... \$1,629,907
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft.....12,951
- Total Sq Ft..... 12,951
- Bldg Insurance Coverage..... \$712,305
- Property Condition..... Poor “Safety Hazard” B&G Management
- Environmental & Structural Assessment..... Is recommended

Youth Village Interior Area

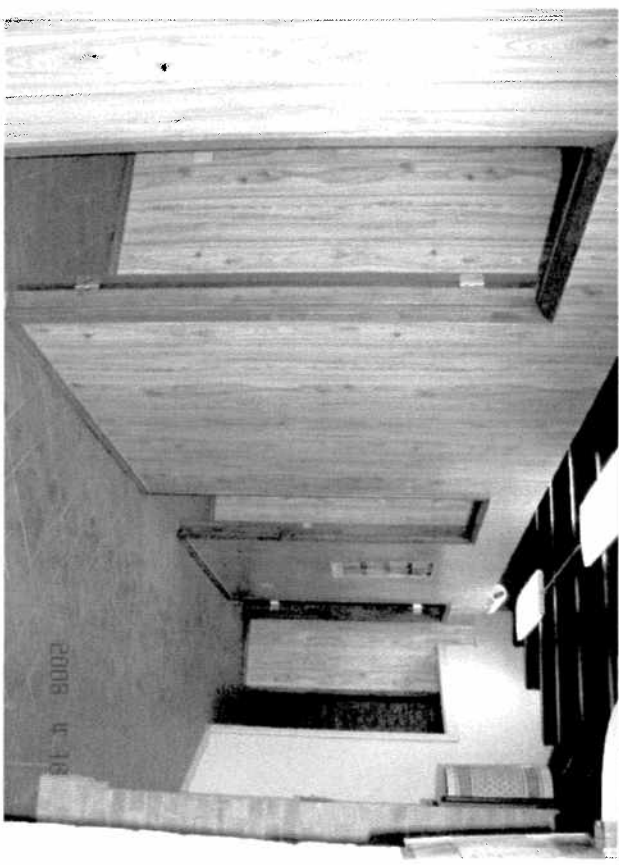
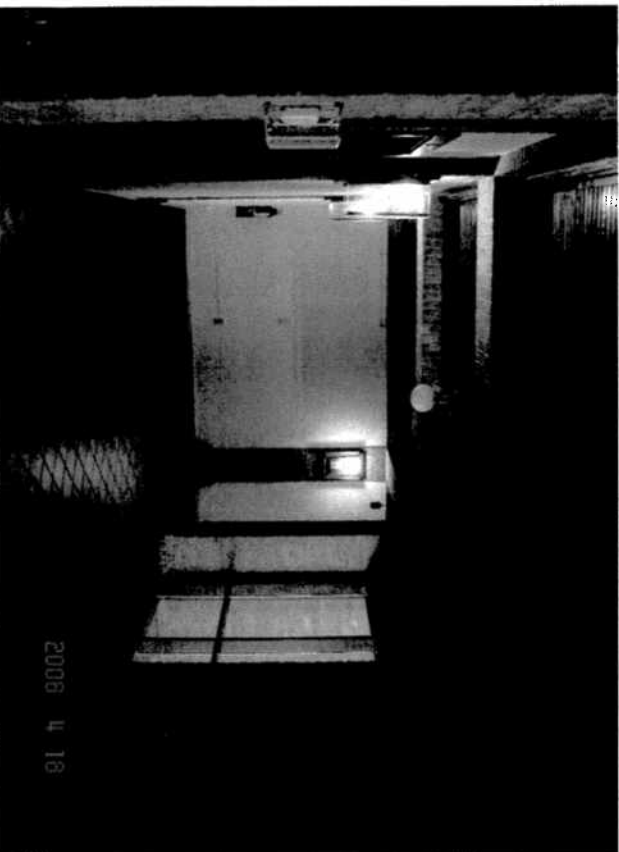
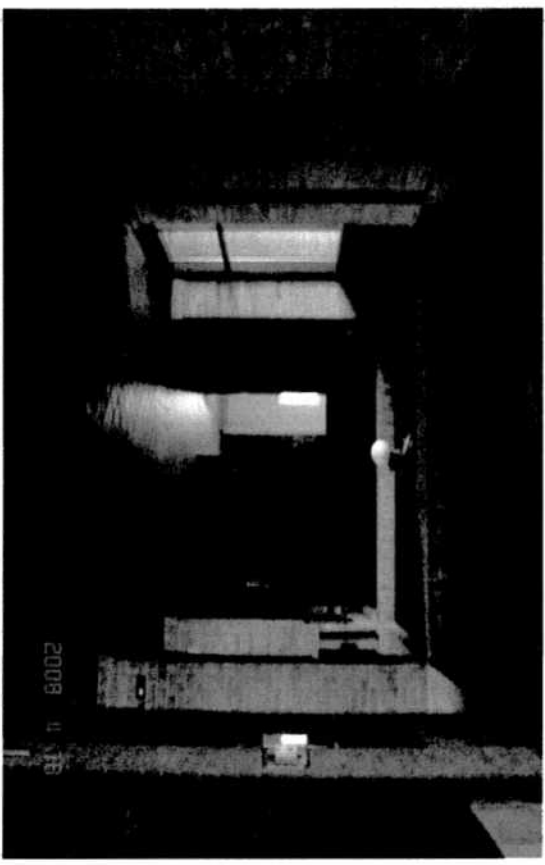


Moorefield Rd Building 2401 N. Moorefield Rd, Mission, Texas

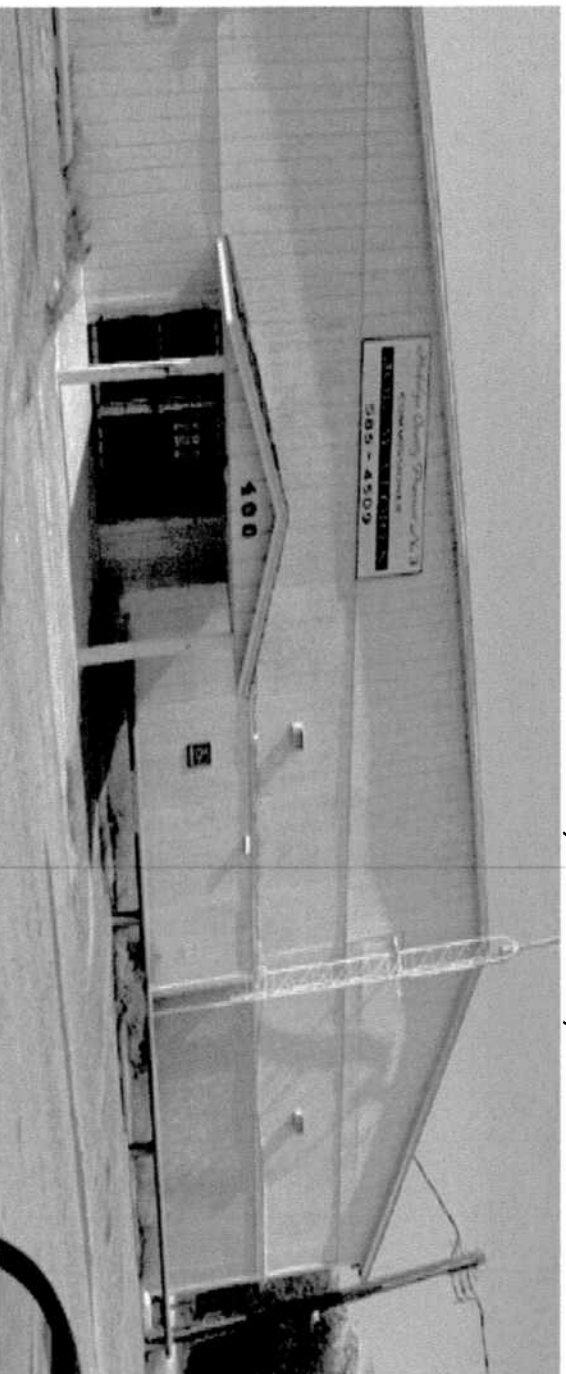


- Acquisition Date 8-22-1991
- Lot Size:..... 30.30 AC
- Historical cost of improvements..... \$569,222
- Improvements Accumulated Depreciation .. \$192,112
- Book Value as of December 31, 2006..... \$423,780
- HCAD Appraised Value Land – 2007 [FMV appraisal recommended]
- HCAD Appraised Value Improvements..... [FMV appraisal recommended]
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 25,000
- Total Sq Ft..... 25,000
- Buildings Insurance Coverage..... \$1,500,000
- Property Condition..... Good/May require some repairs
- Structural & Environmental Assessment..... Not applicable at this time

Moorefield Rd Building Interior Areas

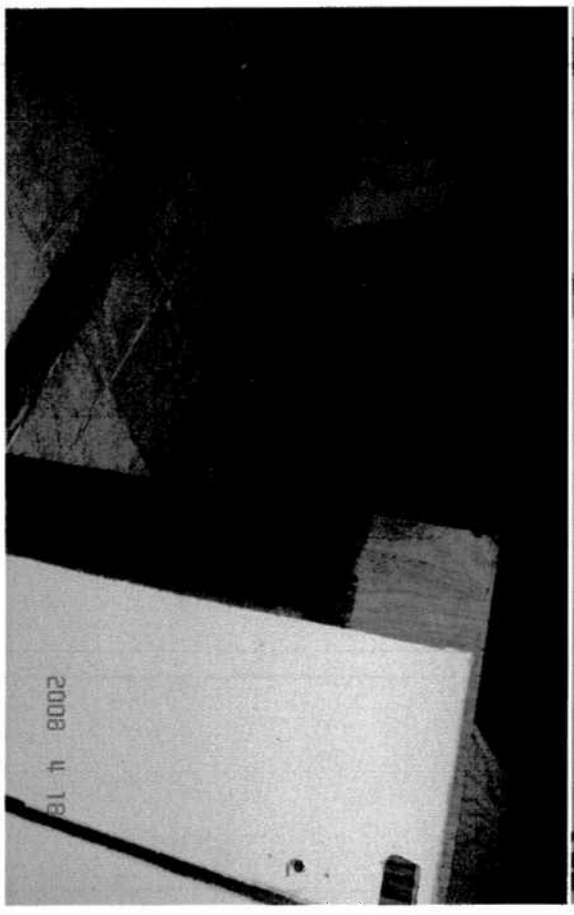
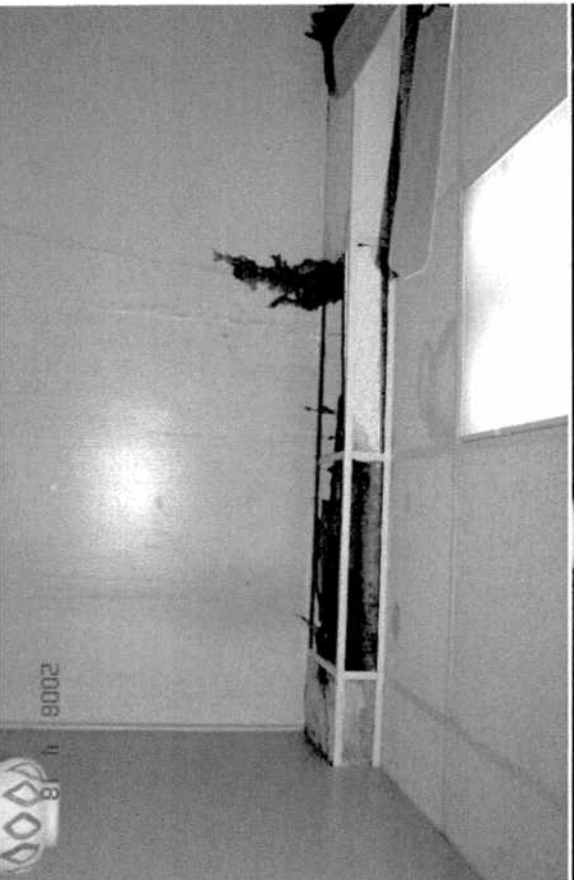


Old R&B Pct # 3 Administration & Shop 400 W. 13th Street, Mission, Texas



• Acquisition Date	2-13-1985
• Lot Size:.....	1.28 AC [Lots 4,5,6,7,8,9 and parts of Lots 1,2 &3 BLK 212]
• Historical cost of improvements.....	\$263,921
• Improvements Accumulated Depreciation .	\$107,425
• Book Value as of December 31, 2006.....	\$156,496
• HCAD Appraised Value Land – 2007	\$135,986
• HCAD Appraised Value Improvements.....	\$300,677
• Currently Occupied Sq Ft	0
• Currently Unoccupied Sq Ft.....	32,400
• Total Sq Ft.....	32,400
• Bldg Insurance Coverage.....	\$810,000
• Property Condition.....	Fair
• Structural & Environmental Assessment...	Not applicable at this time

Old Pct # 3 Administration / Shop Interior Areas

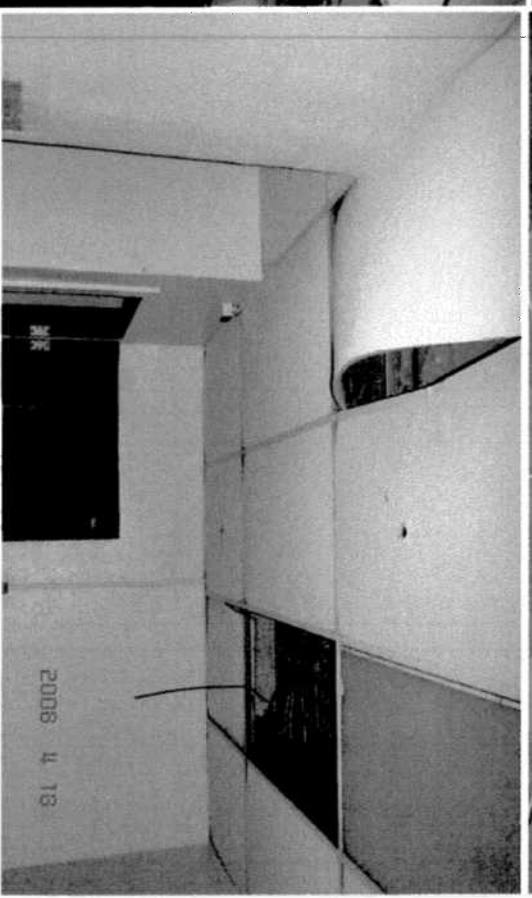
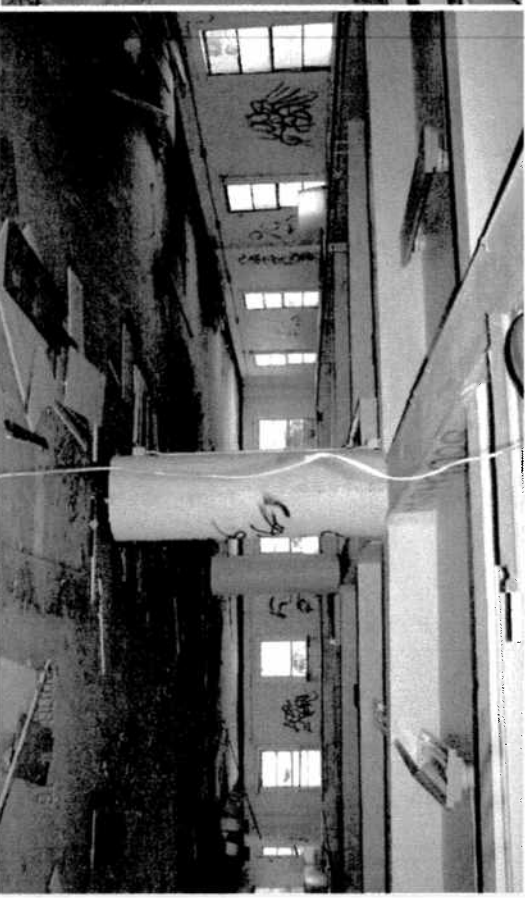


Old County Jail/Restitution Center 207 E. Loeb Street, Edinburg, Texas



• Acquisition Date	March 14, 1921
• Lot Size:.....	42,600 SF [Lots 7-12 Block 164]
• Acquisition Date West Wing Additions.....	6-9-1975
• Historical cost of improvements.....	\$472,113
• Improvements Accumulated Depreciation ..	\$339,921
• Book Value as of December 31, 2006.....	\$132,192
• HCAD Appraised Value Land – 2007	[FMV appraisal recommended]
• HCAD Appraised Value Improvements.....	[FMV appraisal recommended]
• Currently Occupied Sq Ft	0
• Currently Unoccupied Sq Ft.....	16,468
• Total Sq Ft.....	16,468
• Building Insurance Coverage.....	\$500,000
• Property Condition.....	Fair, "No structural failure"
• Structural & Environmental Assessment.....	L&G Engineering report 10-29-2007

Old County Jail/Restitution Center Interior Current Condition



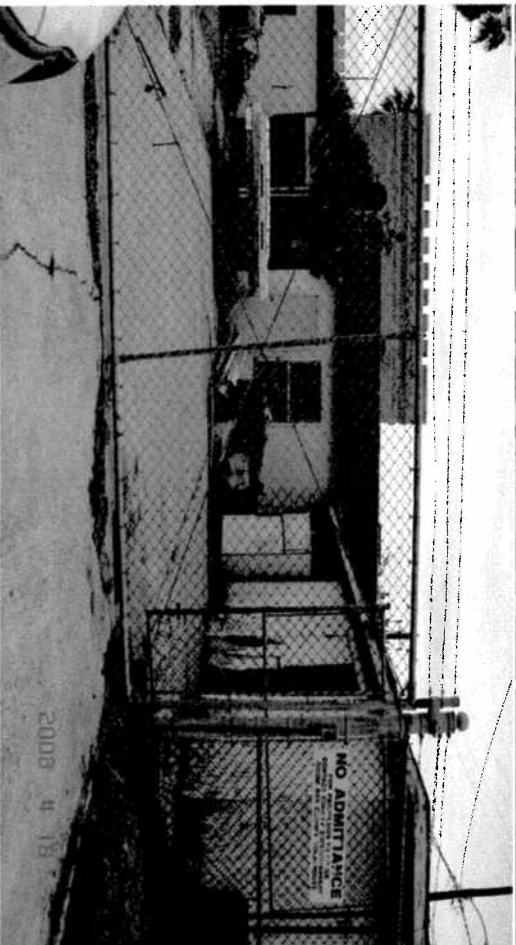
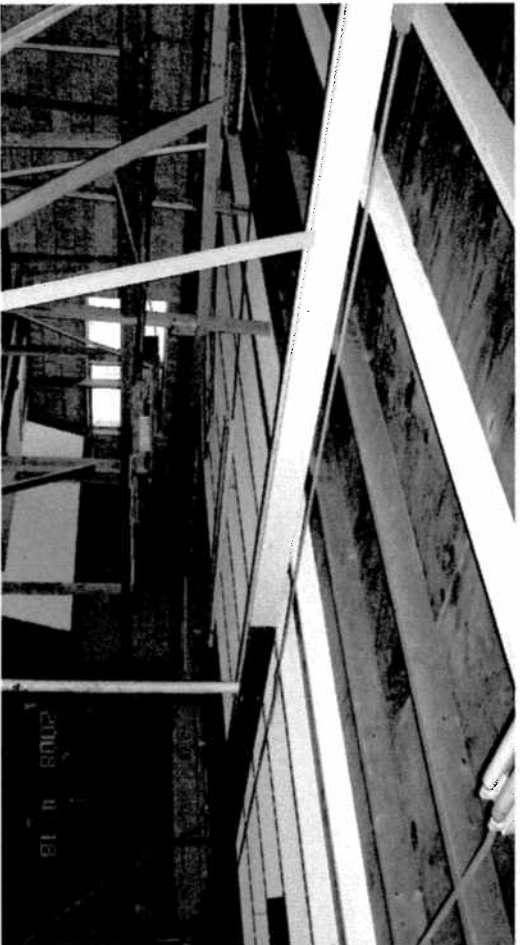
B&G Carpentry Shop 219 E. Loeb Street, Edinburg, Texas



- Acquisition Date for Improvements:..... 12-31-1973
- Lot Size:..... Lot 7 Block 164 (East of old Jail)
- Historical cost of improvements..... \$255,324
- Improvements Accumulated Depreciation .. \$223,570
- Book Value as of December 31, 2006..... \$10,649
- HCAD Appraised Value Land – 2007 [Combined w/old Jail]
- HCAD Appraised Value Improvements..... [FMV appraisal recommended]
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 3,552
- Total Sq Ft..... 3,552
- Building Insurance Coverage..... \$350,000
- Property Condition Fair, “need roof repairs” B&G Mgmt.

B&G Carpenters' Shop

Interior & Exterior Conditions

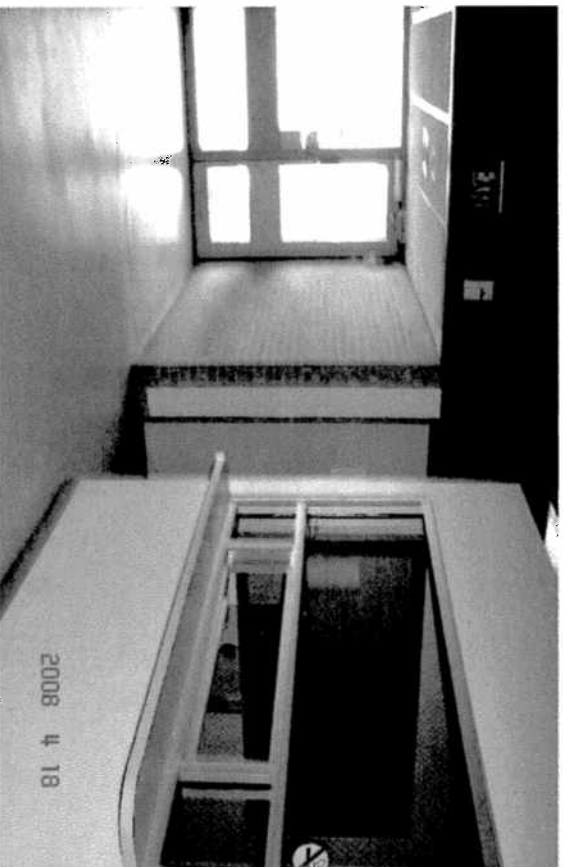


Rudy De La Vina Juvenile Detention Center 3100 S. Business 281, Edinburg, Texas

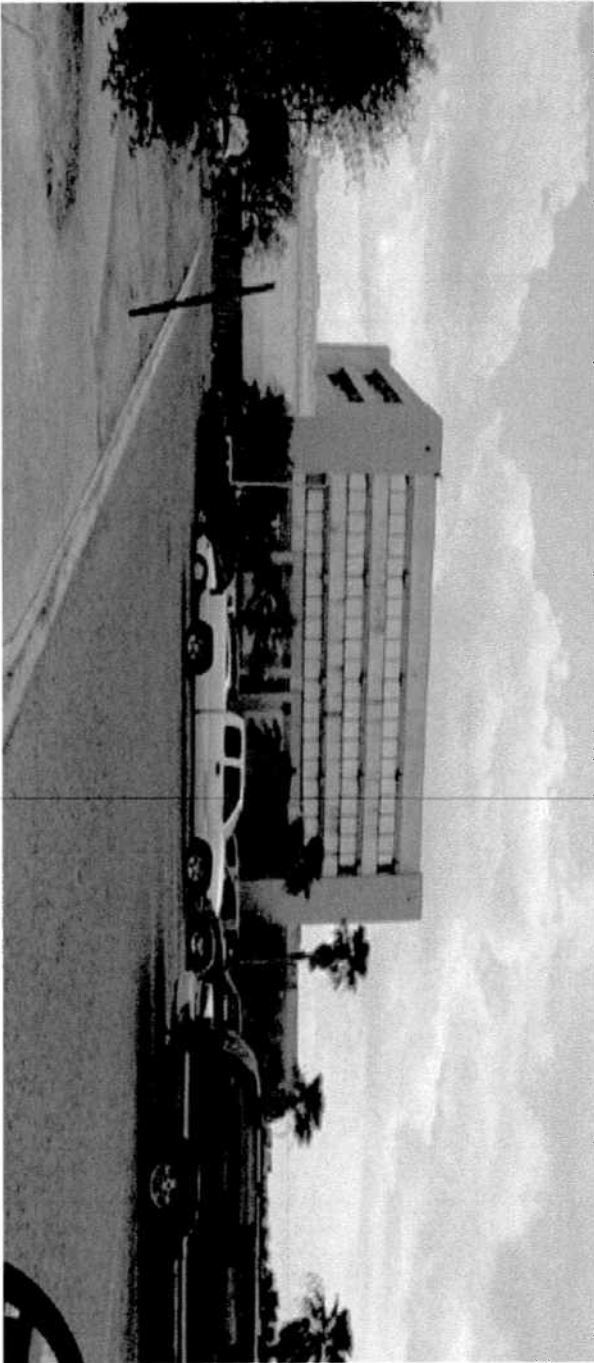


- Acquisition Date for Improvements:..... 1-12-1978
- Lot Size:..... 4.77 Acres Lot 13 Kelly Pharr Tract
- Historical cost of improvements..... \$1,387,397
- Improvements Accumulated Depreciation .. \$ 860,890
- Book Value as of December 31, 2006..... \$ 526,508
- HCAD Appraised Value Land – 2007 \$ 273,526
- HCAD Appraised Value Improvements..... \$1,820,000
- Currently Occupied Sq Ft 0
- Currently Unoccupied Sq Ft..... 15,416
- Total Sq Ft..... 15,416
- Building Insurance Coverage..... \$993,485
- Property Condition..... Fair-May need some renovations
- Structural/Environmental Assessment..... Not Applicable at this time

Rudy De la Vina Juvenile Detention Center Interior Areas

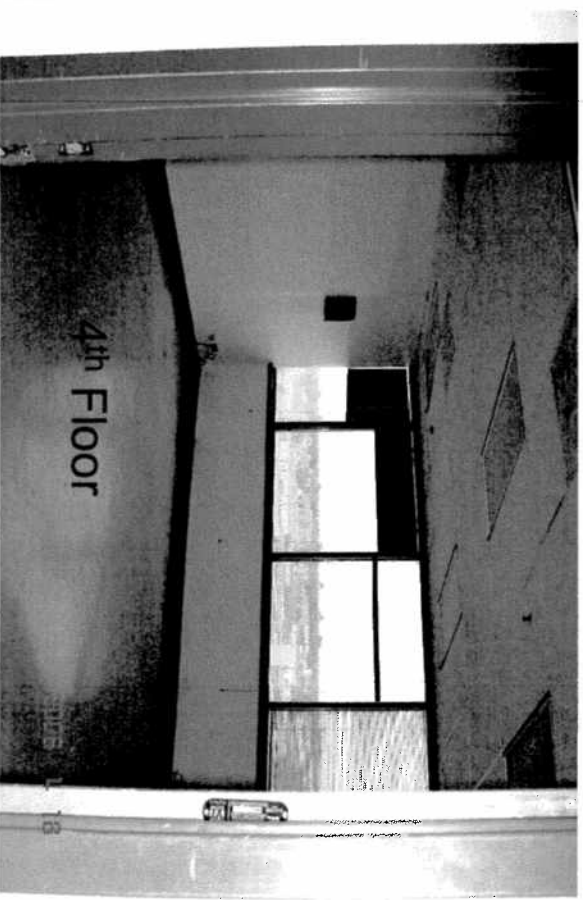
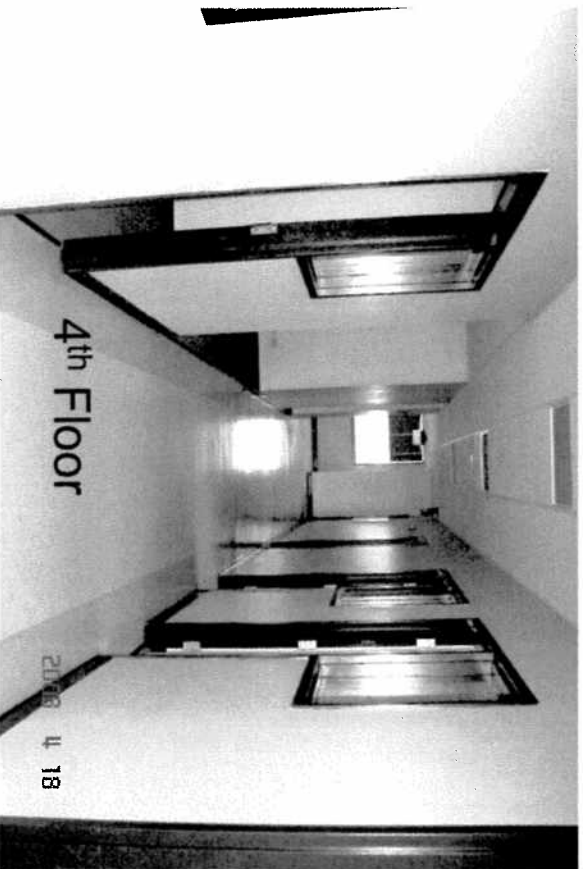
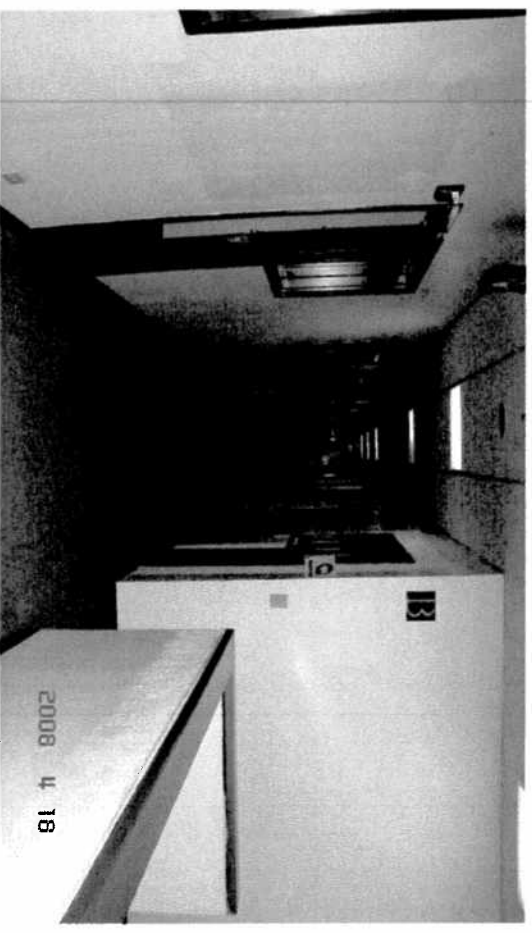
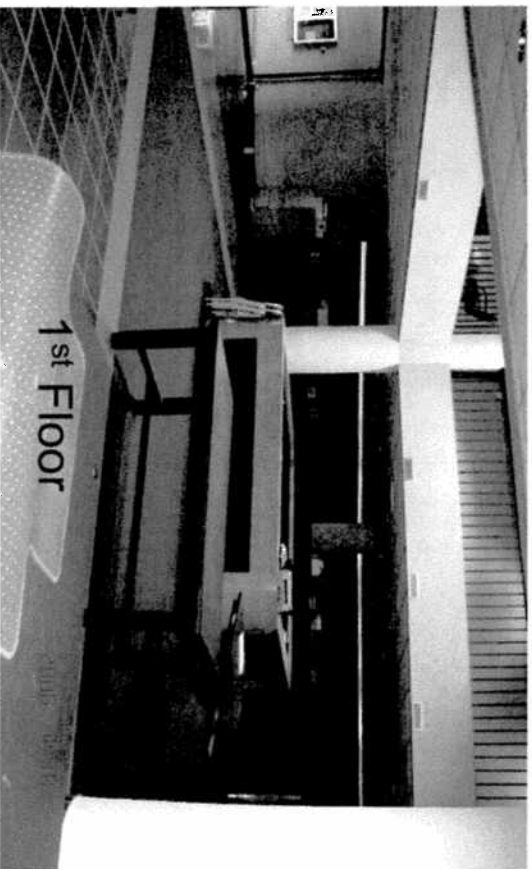


Old Hidalgo County Administration Building 100 E. Cano Street, Edinburg, Texas

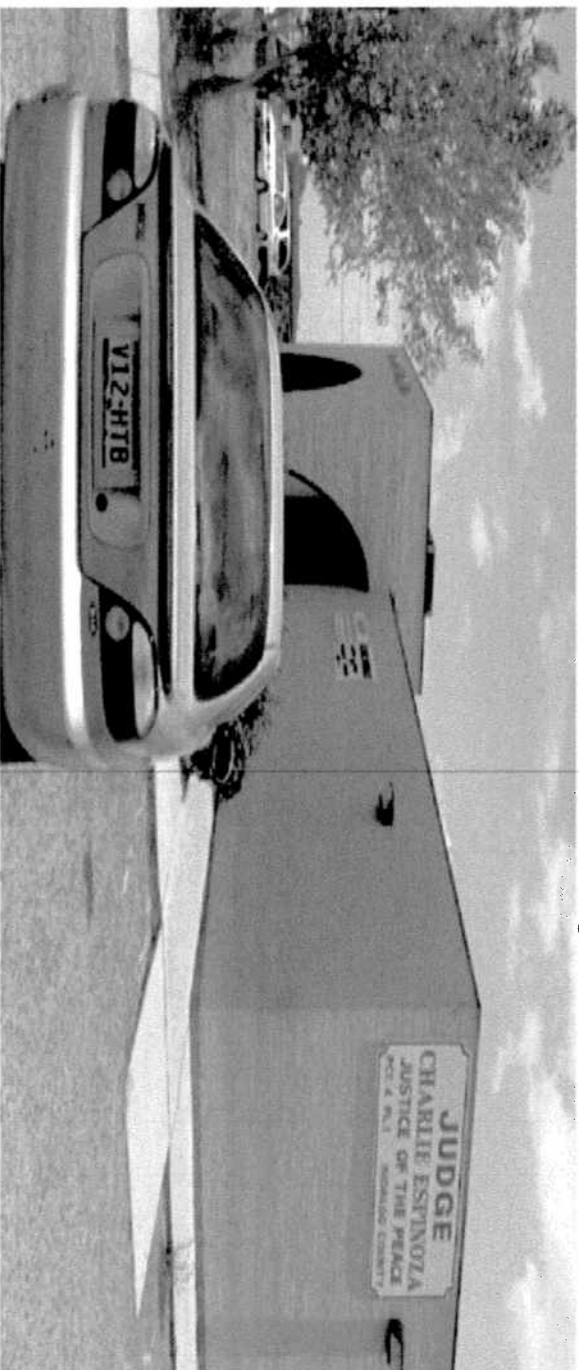


- Acquisition Date for Improvements:..... 8-31-1990
- Lot Size:..... 105,280 SF
- Historical cost of improvements..... \$3,642,773
- Improvements Accumulated Depreciation .. \$1,095,284
- Book Value as of December 31, 2006..... \$2,547,489
- HCAD Appraised Value Land – 2007 [FMV/appraisal recommended]
- HCAD Appraised Value Improvements..... [FMV/appraisal recommended]
- Currently Occupied Sq Ft 70,280 SF approx
- Currently Unoccupied Sq Ft..... 35,000 SF approx
- Total Sq Ft..... 105,280
- Building Insurance Coverage..... \$3,500,000
- Property Condition..... Fair, may need renovations
- Structural/Environmental Assessment..... Project architect may recommend

Old Hidalgo County Administration Building Interior Area

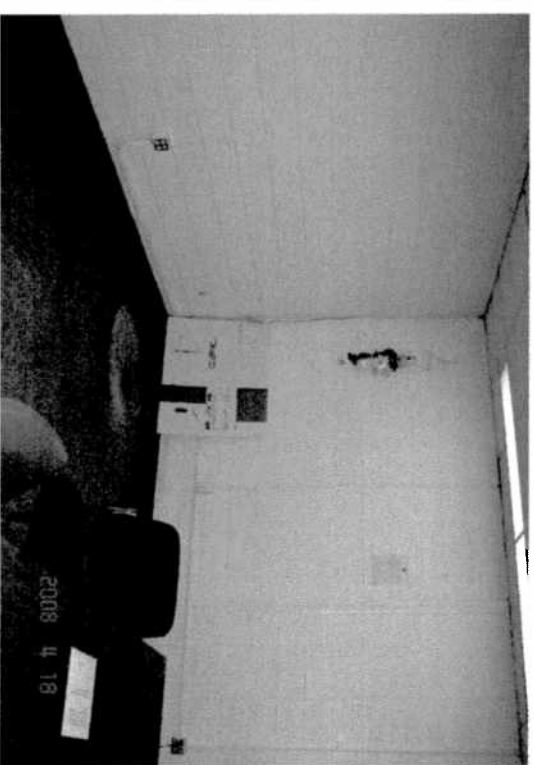
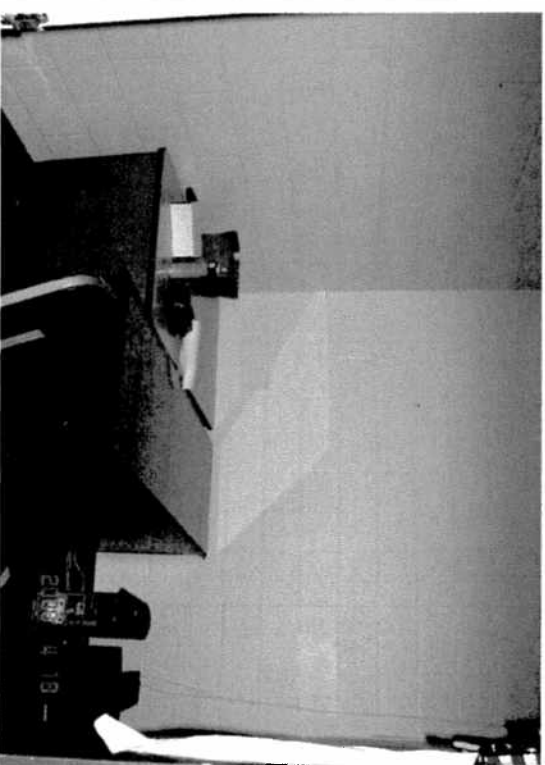
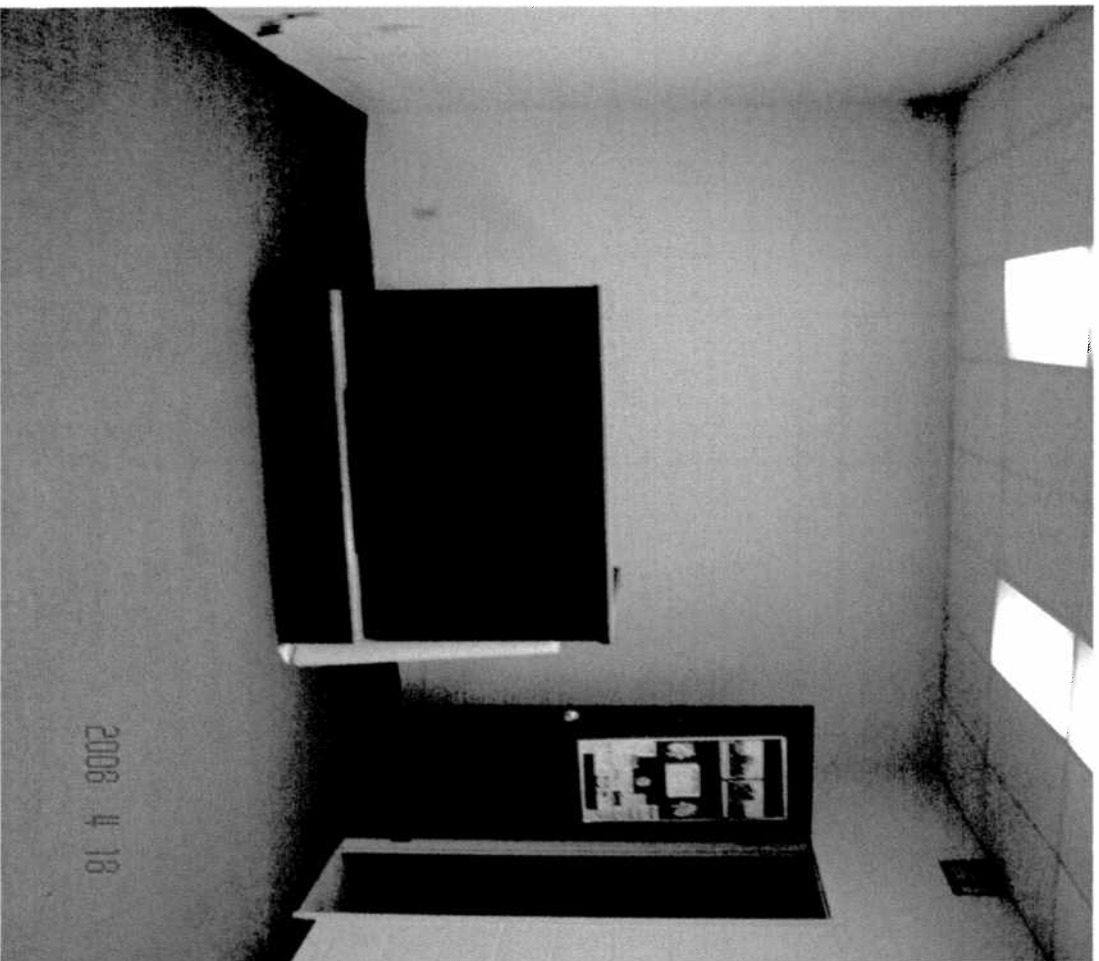


Justice of Peace & DPS offices 1212 S. 25th Street, Edinburg, Texas



- Acquisition Date 9-2-1975
- Lot Size/Site:..... 1.50 AC Lot 7 Section 270
- Historical cost of improvements..... \$ 109,990
- Improvements Accumulated Depreciation .. \$ 76,718
- Book Value as of December 31, 2006..... \$ 33,272
- HCAD Appraised Value Land – 2007 \$ 156,674
- HCAD Appraised Value Improvements..... \$1,527,901
- Currently Occupied Sq Ft – by DPS 1,600 SF
- Currently Unoccupied Sq Ft..... 5,736 SF
- Total Sq Ft..... 7,336 SF
- Building Insurance Coverage..... \$641,130
- Property Condition..... Good/may need some repairs
- Structural/Environmental Assessment..... May be required if renovated

Justice of Peace & DPS offices Interior Areas



San Carlos Warehouse (West Side) E. 107 & 6th Street, San Carlos, Texas

- Acquisition Date 12-08-1992
- Lot Size:..... 7.318 AC
- Donated by Wornick Properties 12-08-1992
- Acquisition Date Improvements 12-08-1992
- Historical cost of improvements..... \$307,004
- Improvements Accumulated Depreciation .. \$ 96,706
- Book Value as of December 31, 2006..... \$210,298
- HCAD Appraised Value Land – 2007 [FMV/appraisal recommended]
- HCAD Appraised Value Improvements..... [FMV/appraisal recommended]
- Currently Occupied Sq Ft Partially occupied with records
- Currently Unoccupied Sq Ft – Bldg..... 43,000 SF
- Total Sq Ft..... 43,000 SF
- Building Insurance Coverage..... \$650,000
- Property Condition..... Poor condition
- "Not in compliance with Safety Code."
- Structural/Environmental Assessment..... S&B
- Infrastructure, LTD Report Date: 9-14-2007



**San Carlos Warehouse
East Section
and
Front West Section
Occupied with Records**



For additional questions or comments on this presentation, you may contact:

Hidalgo County Purchasing Department

2802 South Business 281, Edinburg, Texas 78539

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent

Telephone Number - 956-318-2626

AI-10003

17.B.1.

**Pct 1- Invoice No. 11322665-L & G Engineering-C-07-451-12-26
CC REGULAR**

Date: 07/08/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. 11322665 in the amount of \$78,402.50 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO # 596375) for: "FM 493".

BACKGROUND

Invoice No. 11322665

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-121-049-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO #596375 \$921,400.00 for L & G Consulting Engineers, Inc. as of 7-3-08.

Attachments

Link: Invoice No.
11322665-L & G
Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 10:45 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 07:53 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/03/2008 07:59 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Letty Saenz
Started On: 07/02/2008 09:10 AM

Final Approval Date: 07/03/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322665
INVOICE DATE: 06/30/08

BILL TO: 34

Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 071401

FM 493
 c/o Hidalgo County
 100 E. Cano
 Edinburg, TX 78539

Contract #C-07-451-00-00
 PO#596375/R233

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2008.						
11006 Design Schem	272,500.00	190,750.00	77,750.00	218,000.00	80.0	54,500.00
12001 EA Fieldwork	10,000.00	2,000.00		2,000.00	20.0	8,000.00
12002-EA Documents	57,000.00		11,400.00	11,400.00	20.0	45,600.00
12003-Public Invt	3,000.00	300.00	150.00	450.00	15.0	2,550.00
12004 Cul Resc	20,000.00				0.0	20,000.00
12030-Public Invt	20,450.00	7,200.00	2,002.50	9,202.50	45.0	11,247.50
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv Plans&Des	25,000.00	22,500.00		22,500.00	90.0	2,500.00
15010 Surv Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	88,200.00	12,600.00	100,800.00	40.0	151,200.00
16000-Drainage	168,000.00	50,400.00	8,400.00	58,800.00	35.0	109,200.00
16200 Pavt Mkr & Sig	84,000.00	8,400.00		8,400.00	10.0	75,600.00
16240-Signal Design	40,000.00				0.0	40,000.00
16302-Traf Cntrl Pln	84,000.00	12,600.00		12,600.00	15.0	71,400.00
16304-Irrigation	84,000.00	25,200.00	4,200.00	29,400.00	35.0	54,600.00
16307 Utilities	168,000.00	58,800.00	8,400.00	67,200.00	40.0	100,800.00
16400-Contract Mgmt	100,000.00	36,000.00	4,000.00	40,000.00	40.0	60,000.00
32000-Const Mgmt	35,800.00				0.0	35,800.00
TOTALS:	1,598,950.00	677,550.00	78,402.50	755,952.50	47.3	842,997.50

8-1336-431-00-121-049-0-841

PO 596375

ag

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	\$ 1,598,950.00
CHANGE BY CHANGE ORDER	\$ 0.00
CONTRACT SUM TO DATE	\$ 1,598,950.00
TOTAL COMPLETED TO DATE	\$ 755,952.50
LESS PREVIOUS INVOICES	\$ 677,550.00

CURRENT PAYMENT DUE	\$ 78,402.50

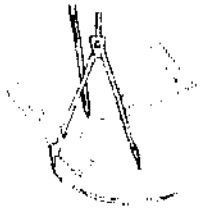
INVOICE RECEIVED BY
 No. 841-121 on 6/30/08
 GOODS/SERVICES RECEIVED BY:
 No. 841-121 on 6/30/08

g

mb

ATTACHMENT C
WORK SCHEDULE
PM 403
FROM NIDE TO TO EN 187

ENGINEERING WORK FOR SCHEMATIC & P&ID
ENVIRONMENTAL ASSESSMENT WORK
STREET FUNCTION



L&G Engineering

July 1, 2008

Transportation Consultants

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of June 2008. The following is attached:

- I. & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

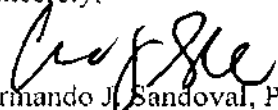
TASK		% COMPL
FC 110 - DESIGN SCHEMATICS		
I&G has submitted the schematic and constraint map to TxDOT based on the 100 ft. ROW/84' F-F roadway option. A Public Meeting has been scheduled for July 24 th . We are revising the schematic/matrix based on TxDOT comments made at the June 13 th meeting.	L&G	80%
FC 120 - ENVIRONMENTAL FIELD WORK		
Photographs were taken of all houses along the corridor to be used to develop matrix.	I&G	20%
FC 120 - ENVIRONMENTAL DOCUMENTS		
L&G has begun to conduct field work and research to begin developing the environmental document.	L&G	20%
FC 120 - PUBLIC INVOLVEMENT		
We have coordinated with TxDOT and have scheduled a public meeting for July 24 th	L&G	15%
FC 120 - CULTURAL RESOURCES		
This task has not begun.	L&G	0%
FC 120 - PUBLIC INVOLVEMENT (OUTSOURCED)		
We have had several meetings with county to present our schematics and are preparing names and addresses of property owners to send out flyers regarding the scheduled public meeting.	I&G	45%
FC 130 - PRELIMINARY RIGHT-OF-WAY MAPPING		
Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing. ROW map file has been provided to I&G. A hard copy of all ROW information has been submitted to our office.	RODS	100%
FC 150 - SURVEY PLANS AND DESIGN		
I&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted 90% complete final survey, along with preliminary survey control index sheets.	L&G	90%
FC 150 - SURVEY PLANS AND DESIGN/SUE		
Control points (BM's) are complete.	RODS	100%

Page 2

FC 150 - HORIZONTAL & VERTICAL CONTROL		
H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' of Mile 10 North. A copy of the preliminary survey control index sheets has been submitted.	RODS	100%
FC 160 - ROADWAY DESIGN		
Typical sections for an 84' roadway have been developed. Intersection layouts are being adjusted as requested by TxDOT. We are adjusting the profile and the centerline also.	L&G	40%
FC 161 - DRAINAGE		
We are evaluating each outfall for use and will identify any improvements that are necessary. We met with Mrs. Nora Zapata of the Donna Irrigation District on May 6, 2008 to discuss irrigation and outfalls and held another meeting on June 23 rd . A hydrologic map has been developed and will be presented at the public meeting.	L&G	35%
FC 162 - PAVEMENT MARKING AND SIGNING		
Preliminary pavement markings have been laid out on the schematic.	L&G	10%
FC 162 - SIGNAL DESIGN/SUB		
This task has not begun.		0%
FC 163 - TRAFFIC CONTROL PLAN		
We are further investigating the feasibility of various traffic control options for the "84' roadway in 100' of ROW" typical section that is approved. The trunk line will be located and thus what the TCP phasing will look like.	L&G	15%
FC 163 - IRRIGATION		
All irrigation crossings have been identified and existing conditions are being drafted. We met with Mrs. Nora Zapata of the Donna Irrigation District on May 6, 2008 to discuss irrigation and outfalls and met again on June 23 rd . Coordination with the Donna Irrigation District is ongoing.	L&G	35%
FC 163 - UTILITIES		
An initial site survey was conducted. Major compensable utilities have been identified and adjustment costs are being analyzed and incorporated into the project. Initial letters have been sent to all utilities found within the project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items.	L&G	40%
FC 164 - CONTRACT MANAGEMENT		
We held a project status meeting with PCT #1 on June 9, 2008 to provide an update.	L&G	40%
FC 320 - CONSTRUCTION MANAGEMENT		
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,


 Armando J. Sandoval, P.E.
 Project Manager
 Attachment

**SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1**

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept.

From: Noe Montez

Attn: Letty Saenz

Fax:

Pages: 5

Phone:

Date: 7/1/08

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● **Comments**

Please place the following invoice #11322665 for L & G Consulting Engineers on the next cc meeting for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

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 THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-10021

17.B.2.

**Pct 1-Clarification by Universal Truckers Inc. connection to
C-08-015-04-29-Hauling Services of All Road Material
CC REGULAR**

Date: 07/08/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a clarification of bid item (including the pit location of Frontera Materials-FM 490 and/or Moorefield Pits) by Univeral Truckers, Inc. sole bidder and awarded vendor for: "Hauling Services for All Road Materials" within Hidalgo County Precinct No. 1, Contract No. C-08-015-04-29 (previously approved by CC on 04/29/08)

BACKGROUND

Clarification by Universal Truckers, Inc.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1201-431-00-121-005-0-346/673

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Obj. Code 346 Available balance is \$27,441.52 as of 07/03/08.

Obj. Code 673 Available balance is \$75,222.74 as of 07/03/08.

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-121-041-0-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 07/03/08 \$68,331.03.

Attachments

Link: [truckers inc.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/03/2008 01:29 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 01:37 PM	APRV
3	Erika Reyna	Erika Reyna	07/03/2008 01:54 PM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Letty Saenz

Started On: 07/02/2008 03:21
PM

Final Approval Date: 07/03/2008



UNIVERSAL TRUCKERS, INC.

P.O. BOX 653 ALAMO TEXAS, 78516

OFFICE (956) 782-4939 FAX (956) 787-1462

TO: WHOM IT MAY CONCERN

UNIVERSAL TRUCKERS INC. CONTRACT WITH PCT #1
FOR THE HAULING OF ROAD MATERIALS WAS CONTRACTED OUT
OF MARTIN MURRIETTA BUT WE ALSO KNEW THAT THE ATS
COULD CHANGE AT ANYTIME. THAT WAS THE REASON THE BID
WAS WAS BIDDED BY MILE NOT BY CAUCHE PIT. SO WITH
THIS UNDERSTANDING ANY CHANGE MADE BY YOU WE WILL
HONOR AND FUFILL HOUR CONTRACT AS REQUESTED BY
PCT #1 THANK YOU FOR YOUR CONSIDERATION AND IF YOU
NEED ANYTHING ELSE PLEASE FEEL FREE TO ASK.

P.S. SORRY THIS LETTER WASN'T TYPED COMPUTERS WERE DOWN.

UNIVERSAL TRUCKERS
VICE - PRESIDENT
BERNARDO SAENZ SR

A handwritten signature in dark ink, appearing to read "Bernardo Saenz Sr." with a stylized flourish at the end.

mobile: (956) 650-0673

SPECIFICATIONS/REQUIREMENTS/INFORMATION TO BIDDER
HIDALGO COUNTY PRECINCT NO. 1
“HAULING SERVICES FOR ALL ROAD MATERIALS”
EXHIBIT “A”

SECTION 1 - SPECIFICATIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct # 1 - Zone A, Zone B, and Zone C and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an “As Needed Basis” by the precinct.

1. Road materials (i.e. crushed, sand, gravel, hot mix, cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials, however, vendors may change due to contract expiration during the term of this bid. Awarded vendors will be advised. Location of pits and plants are as follows:
 - **Cold Laid** - Frontera Materials (La Joya Plant)
 - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
 - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
 - **Crushed Caliche** - Frontera Materials - (FM 490 Pit and/or Moorefield Pit)
and Valley Caliche - Mann Pit.
2. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
3. **Bid price for the services must be per ton basis, per mile radius on an “As Needed Basis”.**
4. Bid award will be based on the low bid per ton basis per mile radius listed on the bid page form.
5. Hidalgo County Precinct No. 1 is requesting the minimum of **Ten (10) vendors owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. **Please note the make, year, model and capacity of your hauling trucks on Exhibit “D”.**
6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits and also provide evidence of the required insurance as outlined in Exhibit “C”. Copies of all licences, permits and insurance coverage must be submitted to the Hidalgo County Purchasing Department upon bid award.
7. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must

present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

8. **Bidder(s) will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E" upon bid award.**
9. Contractual agreement is not exclusive, as Precinct #1 may use own hauling vehicles when necessary.
10. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

SECTION II - OTHER/ADDITIONAL INFORMATION

- The locations for the awarded vendor(s) for hauling of road materials currently have contracts and will expire as stated for each vendor(s) and may, at the County's sole discretion, be extended for an additional sixty (60) days, unless this contract is terminated pursuant to the provisions herein, whichever occurs first. Therefore; bidder(s) should be aware that additional contractual period contract(s) may be awarded for road materials upon expiration of current contracts.
- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 9, 2008, by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, April 11, 2008.**
- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- **Term of Contract** shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an "As Needed Basis".
- The County of Hidalgo Precinct # 1 reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

**ADDENDUM – REVISED PAGE SUBMIT THIS PAGE WITH YOUR BID PACKET
HIDALGO COUNTY PRECINCT # 1**

**“HAULING SERVICES”
BID NO. 08-015-04-16-LRM
Exhibit “B”
BID PAGE FORM**

Part I. Award will be based on the lowest bid for each zone area meeting all required specifications.

ZONE A	Location of Plant:	Radius	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current/Base Fuel Cost:
Cold Mix	Frontera Materials La Joya Plant	01-10 miles 11-20 miles 21-30 miles	\$8.90	50 %	\$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	\$9.25	50 %	\$4.63
Type D Hot Mix-Gravel Type D Hot Mix-Limestone	Frontera Materials Progreso Plant	01-10 miles 11-20 miles 21-30 miles	\$8.90	50 %	\$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	\$9.25	50 %	\$4.63
Crushed Caliche	Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt Linn, TX	01-10 miles 11-20 miles 21-30 miles	\$4.95	50 %	\$2.48
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	\$5.95	50 %	\$2.98
ZONE B	Location of Plant:	Radius	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current/Base Fuel Cost:
Cold Mix	Frontera Materials	01-10 miles 11-20 miles 21-30 miles	\$8.90	50 %	\$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	\$9.25	50 %	\$4.63
Type D Hot Mix-Gravel Type D Hot Mix-Limestone	Frontera Materials Progreso Plant	01-10 miles 11-20 miles 21-30 miles	\$8.90	50 %	\$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	\$9.25	50 %	\$4.63
Crushed Caliche	Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt Linn, TX	01-10 miles 11-20 miles 21-30 miles	\$4.95	50 %	\$2.48
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	\$5.95	50 %	\$2.98

ZONE C	Location of Plant:	Radius	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current/Base Fuel Cost:
Cold Mix	Frontera Materials La Joya Plant	01-10 miles	\$8.90	50%	\$4.45
		11-20 miles			
		21-30 miles			
		31-40 miles	\$9.25	50%	\$4.63
		41-50 miles			
		51-60 miles			
Type D Hot Mix-Gravel Type D Hot Mix-Limestone	Frontera Materials Progreso Plant	01-10 miles	\$8.90	50%	\$4.45
		11-20 miles			
		21-30 miles			
		31-40 miles	\$9.25	50%	\$4.63
		41-50 miles			
		51-60 miles			
Crushed Caliche	Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt Linn, TX	01-10 miles	\$4.95	50%	\$2.48
		11-20 miles			
		21-30 miles			
		31-40 miles	\$5.95	50%	\$2.98
		41-50 miles			
		51-60 miles			
		61-70 miles			

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

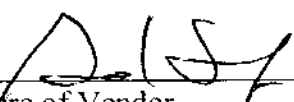
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for April 14, 2008. For each 10% (increase or decrease) in the current OPIS Index of April 14, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.


Signature of Vendor

4/14/2008
Date

BERNARDO SAEZ JR
Print Name of Vendor

UNIVERSAL TRUCKERS INC.

HIDALGO COUNTY
"HAULING SERVICES FOR PRECINCT NO. 1"
BID NO. :08-015-04-23-LRM
BID FORM

Part I. Award will be based on the lowest bid per ton per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	\$ 3.00	25%	.75
01-10 Miles	\$ 2.50	50%	\$ 1.25
11-20 Miles	\$ 3.10	50%	\$ 1.55
21-30 Miles	\$ 3.50	50%	\$ 1.75
31-40 Miles	\$ 4.10	50%	\$ 2.05
41-50 Miles	\$ 4.70	50%	\$ 2.35
51-60 Miles	\$ 5.70	50%	\$ 2.85
61-70 Miles	\$ 6.70	50%	\$ 3.35

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for April 21, 2008. For each 10% (increase or decrease) in the OPIS Index of April 23, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is the index issued of the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Bidder Ad St
UNIVERSAL TRUCKERS INC.

Date 4/14/2008

AI-10027

17.C.1.

**Requesting Approval of Work Authorization No. 8 & 9 for R. Gutierrez
CC REGULAR**

Date: 07/08/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 8 for the Las Milpas Road Project and Work Authorization No. 9 for Anaya Road Project with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 in connection with Contract No. C-07-358-09-04.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1202-431-00-122-006-0-731

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$158,174.71 as of 7/3/08. Additional funding is pending transfer AI-10042 in the amount of \$350,000.00. This is to cover PART I of each project (as per Yoli C. @ Pct 2) to fund activity expected in this year.

Attachments

Link: [Work Authorization
#9](#)

Link: [Work Authorization
#8](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		07/03/2008 05:15 PM	PEND
2	Budget & Management	Veronica Lopez	07/03/2008 07:57 AM	APRV
3	Dale Kennan	Dale Kennan	07/03/2008 10:54 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Rocio Villarreal
Started On: 07/02/2008 04:01 PM

Final Approval Date: 07/03/2008

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering and surveying services in the development of the Anaya Road project. Hidalgo County desires to improve Anaya Road from a two-lane or unpaved county or road section to a 4-lane urban highway facility. The limits of work are from 10th Street on the west to McColl Road on the east. The length of the project is approximately 1.15 miles. The proposed work will consist of providing: preliminary engineering and schematic design, topographic and right-of-way surveying, right-of-way map and parcels preparation development for the project.

The project will be developed in two (2) parts. Part 1 will cover from 10th Street to just east of the Irrigation Canal, a distance of approximately 0.65 miles. Part 2 will cover from just east of the Irrigation Canal to McColl Road, a distance of approximately 0.5 miles. The project will be developed in accordance with a schedule and sequence that would allow the project to be constructed in a manner more advantageous to the **Owner**.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is included in **Exhibit D – Fee Estimate**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING

This Work Authorization No. 9 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-731

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

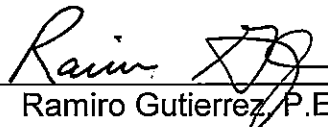
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: 
Name: Ramiro Gutierrez P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

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

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 9

EXHIBIT A
Services to be Provided by the Owner

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

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 9

EXHIBIT B

Services to be Provided by the Engineer

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

The **Engineer** will provide to the **Owner** the following:

PHASE I – PRELIMINARY PHASE

The Engineer will perform, or provide for, professional engineering and surveying services for the preliminary engineering part of the development and upgrading of Anaya Road from a two-lane or unpaved county road section to a 4-lane urban highway facility. The Engineer will perform field surveying for the purpose of establishing vertical and horizontal control for the Project. The Engineer will perform detailed topographic surveying for use in developing the project. The Engineer will also provide an inventory of existing utility information and provide coordination with these utilities for their adjustment. The Engineer will develop a schematic of the proposed improvements.

Field Surveying. The Engineer will secure written permission to enter private property for the purpose of surveying and engineering investigations. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project. All surveying will be tied to the State Plane Coordinate System.

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height,

and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

- 3) Design Centerline. Establish and stake the design centerline.

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Schematic Design. The Engineer will develop a final schematic design of the proposed project improvements. A maximum of two (2) different preliminary schematic designs will be developed and presented to the Owner. From the comments received from the Owner one (1) final schematic design will be developed. The Project is divided into three (3) parts and those will be identified in the final schematic design.

ADDITIONAL SERVICES

The Right-of-Way Mapping and Parcels, and Geotechnical Investigation work will be considered as an additional service as stipulated in the Agreement.

Right - Of - Way Mapping and Parcels

The Engineer will develop a right-of-way map for the Owner to use in acquiring the necessary parcels to implement the project. Procedures followed will be those

satisfying TxDOT requirements for federally funded projects and utilized by the Owner. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the right-of-way map. The surveyor will perform field surveying to establish the existing and proposed right-of-way lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for each parcel to be acquired. The surveyor will perform any necessary revisions to the right-of-way map, field notes and parcel sketches as required to complete the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 9

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the preliminary engineering design for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

TASK	PART 1 - CONTRACT AMOUNT	PART 2 - CONTRACT AMOUNT	TOTAL
Basis for Engineering Fee based on Article 5A of Contract			
Project Estimated Construction Cost	\$1,604,085	\$758,340	\$2,362,425
Engineering Services Fee (8% of Construction Cost)	\$128,327	\$60,667	\$188,994
Topographic Survey Services Fee (2.5% of Construction Cost)	\$40,102	\$18,959	\$59,061
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$168,429	\$79,626	\$248,055
PART I - PRELIMINARY ENGINEERING (50% of Basic Fee)	\$84,214	\$39,813	\$124,027
TOPOGRAPHIC SURVEY (40% of Prelim Eng Fee)	\$33,686	\$15,925	\$49,611
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	\$50,529	\$23,888	\$74,416
SUB-TOTAL (Prelim Eng Fee)	\$84,214	\$39,813	\$124,027
PART II - RIGHT-OF-WAY MAP (Add'l Services)	\$8,400	\$8,400	\$16,800
OBTAIN TITLE REPORTS (Est 12 Parcels) (@ \$600.00/Parcel)	\$2,400	\$2,400	\$4,800
DEVELOP PARCELS & R.O.W. MAP (Est 12 Parcels) (@ \$1,500.00/Parcel)	\$6,000	\$6,000	\$12,000
SUB-TOTAL (R.O.W. Map Fee)	\$8,400	\$8,400	\$16,800
TOTAL	\$92,614	\$48,213	\$140,827

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering and surveying services in the development of the Las Milpas Road project. Hidalgo County desires to improve Las Milpas Road from a two-lane or unpaved county or road section to a 4-lane urban highway facility. The limits of work are from 10th Street on the west to Jackson Road on the east. The length of the project is approximately 1.7 miles. The proposed work will consist of providing: preliminary engineering and schematic design, topographic and right-of-way surveying, right-of-way map and parcels preparation development for the project.

The project will be developed in three parts. Part 1 will cover from 10th Street to just east of the Irrigation Canal, a distance of approximately 0.65 miles. Part 2 will cover from just east of the Irrigation Canal to McColl Road, a distance of approximately 0.5 miles. Part 3 will cover from McColl Road to Jackson Road, a distance of approximately 0.55 miles. The project will be developed in accordance with a schedule and sequence that would allow the project to be constructed in a manner more advantageous to the **Owner**.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is included in **Exhibit D – Fee Estimate**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING

This Work Authorization No. 8 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-731

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: Ramiro Gutierrez
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

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

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 8

EXHIBIT A
Services to be Provided by the Owner

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

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 8

EXHIBIT B

Services to be Provided by the Engineer

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

The **Engineer** will provide to the **Owner** the following:

PHASE I – PRELIMINARY PHASE

The Engineer will perform, or provide for, professional engineering and surveying services for the preliminary engineering part of the development and upgrading of Las Milpas Road from a two-lane or unpaved county road section to a 4-lane urban highway facility. The Engineer will perform field surveying for the purpose of establishing vertical and horizontal control for the Project. The Engineer will perform detailed topographic surveying for use in developing the project. The Engineer will also provide an inventory of existing utility information and provide coordination with these utilities for their adjustment. The Engineer will develop a schematic of the proposed improvements.

Field Surveying. The Engineer will secure written permission to enter private property for the purpose of surveying and engineering investigations. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project. All surveying will be tied to the State Plane Coordinate System.

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height,

and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

- 3) Design Centerline. Establish and stake the design centerline.

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Schematic Design. The Engineer will develop a final schematic design of the proposed project improvements. A maximum of two (2) different preliminary schematic designs will be developed and presented to the Owner. From the comments received from the Owner one (1) final schematic design will be developed. The Project is divided into three (3) parts and those will be identified in the final schematic design.

ADDITIONAL SERVICES

The Right-of-Way Mapping and Parcels, and Geotechnical Investigation work will be considered as an additional service as stipulated in the Agreement.

Right - Of - Way Mapping and Parcels

The Engineer will develop a right-of-way map for the Owner to use in acquiring the necessary parcels to implement the project. Procedures followed will be those

satisfying TxDOT requirements for federally funded projects and utilized by the Owner. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the right-of-way map. The surveyor will perform field surveying to establish the existing and proposed right-of-way lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for each parcel to be acquired. The surveyor will perform any necessary revisions to the right-of-way map, field notes and parcel sketches as required to complete the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 8

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the preliminary engineering design for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

TASK
Basis for Engineering Fee based on Article 5A of Contract
Project Estimated Construction Cost
Engineering Services Fee (8% of Construction Cost)
Topographic Survey Services Fee (2.5% of Construction Cost)
Basic Fee (Prelim Eng, Design & Construction Services Fee)
PART I - PRELIMINARY ENGINEERING (50% of Basic Fee)
TOPOGRAPHIC SURVEY (40% of Prelim Eng Fee)
SCHEMATIC DESIGN (60% of Prelim Eng Fee)
SUB-TOTAL (Prelim Eng Fee)
PART II - RIGHT-OF-WAY MAP (Add'l Services)
OBTAIN TITLE REPORTS (Est 12 Parcels) (@ \$600.00/Parcel)
DEVELOP PARCELS & R.O.W. MAP (Est 12 Parcels) (@ \$1,500.00/Parcel)
SUB-TOTAL (R.O.W. Map Fee)
TOTAL

PART 1 - CONTRACT AMOUNT
\$1,708,036
\$136,643
\$42,701
\$179,344
\$89,672
\$35,869
\$53,803
\$89,672
\$8,400
\$2,400
\$6,000
\$8,400
\$98,072

PART 2 - CONTRACT AMOUNT
\$774,460
\$61,957
\$19,362
\$81,318
\$40,659
\$16,264
\$24,395
\$40,659
\$8,400
\$2,400
\$6,000
\$8,400
\$49,059

PART 3 - CONTRACT AMOUNT
\$890,663
\$71,253
\$22,267
\$93,520
\$46,760
\$18,704
\$28,056
\$46,760
\$8,400
\$2,400
\$6,000
\$8,400
\$55,160

TOTAL
\$3,373,159
\$269,853
\$84,329
\$354,182
\$177,091
\$70,836
\$106,255
\$177,091
\$25,200
\$7,200
\$18,000
\$25,200
\$202,291

AI-10028

17.C.2.

**Request for Payment from R. Gutierrez
CC REGULAR**

Date: 07/08/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Requests for Payment for the following invoices:

Invoice No.	Amount	Description
2529	760.15	McColl Road II
2530	1,615.90	Santana Subd/Nadia Street
2531	3,732.21	South Tower Park

from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue check(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1202-431-00-122-028-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

593650 has \$16,741.01 available as of 7/3/08

FISCAL YEAR: 2008

ACCT. #: 8-1202-431-00-122-006-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

602514 has \$5,199.57 available as of 7/3/08

FISCAL YEAR: 2008

ACCT. #: 8-1212-452-00-122-008-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

603743 has \$8,000.00 available as of 7/3/08

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		07/03/2008 05:15 PM	NEW
2	Budget & Management	Veronica Lopez	07/03/2008 07:58 AM	APRV
3	Dale Kennan	Dale Kennan	07/03/2008 11:10 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Rocio Villarreal

Started On: 07/02/2008 04:10 PM

Final Approval Date: 07/03/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2529

Friday, June 13, 2008

Invoice

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

Project: ENG06.019c McColl Road II (Dicker - Orangewood) Const. Staking

Project Manager: Miguel A. Huitron

Professional Services for the Period: 05/01/2008 to 05/31/2008

Billing Group: 01 Phased Fixed Fee

Construction Staking (Dicker to Orangewood)

Contract #: C-06-251-08-15 (WA#3)(PO#593650)

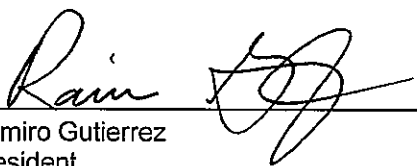
Billing Fee: \$760.15

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
May 2008	760.15	100.00	760.15	0.00	760.15
Total Phases:					\$760.15
Phase Billing Totals:					\$760.15

Billing Group Subtotal: 760.15

Project Totals:

***** Total Project Invoice Amount: \$760.15**



Ramiro Gutierrez
President



INVOICE RECEIVED BY:

GOODS/SERVICES RECEIVED BY:

593650
8-1202-431-00-122-028-0-731
Req. #120591

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2530

Friday, June 13, 2008

Invoice

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

Project: ENG07.032f Eldora/1426 (Santana Subd/Nadia Street) Construction Management

Project Manager: Luis Nava

Professional Services for the Period: 05/01/2008 to 05/31/2008

Billing Group: 01 Phased Fixed Fee

Construction Management & Staking

Contract #: C-07-358-09-04 (WA#6)(PO#602514)

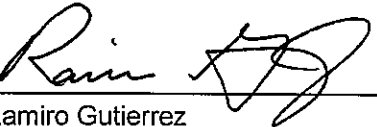
		Billing Fee:		\$1,615.90	
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
May 2008	1,615.90	100.00	1,615.90	0.00	1,615.90
Total Phases:					<u>\$1,615.90</u>
Phase Billing Totals:					\$1,615.90

Billing Group Subtotal: 1,615.90

Project Totals:

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

\$1,615.90


Ramiro Gutierrez
President

INVOICE RECEIVED BY:

 ON 6/16/08

GOODS/SERVICES RECEIVED BY:

 ON 6/13/08

602514

8-1202-431-00-122-006-0-841

Req. #131140

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2531

Friday, June 13, 2008

Invoice

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

Project: ENG07.032g South Tower Park Construction Staking

Project Manager: Luis Nava

Professional Services for the Period: 05/01/2008 to 05/31/2008

Billing Group: 01 Phased Fixed Fee

Construction Management & Staking

Contract #: C-07-358-09-04 (WA#7)(PO#603743)

Billing Fee: \$3,732.21

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
May 2008	3,732.21	100.00	100.00	3,732.21	0.00	3,732.21
Total Phases:						\$3,732.21

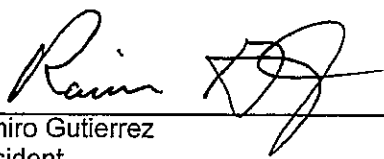
Phase Billing Totals: \$3,732.21

Billing Group Subtotal: 3,732.21

Project Totals:

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

\$3,732.21

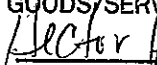

Ramiro Gutierrez
President


603743

INVOICE RECEIVED BY:

 ON 6/10/08

GOODS/SERVICES RECEIVED BY:

 ON 6/13/08

8-1212-452-00-122-008-0-739
Req. #132564

AI-10005

17.D.1.

**Pct 3-Inv No THREE-AGADC-C-07-228-07-10-Anzaldua's Park
Improvements, Boat Ramp & Fishing Pier
CC REGULAR**

Date: 07/08/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. THREE (Basic Services) in the amount of \$ 3,455.25 submitted by Alcocer Garcia Associates Design Consulting (AGADC) with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-07-228-07-10 (PO # 592805) for: "Anzaldua's Park Improvement, Boat Ramp & Fishing Pier"

BACKGROUND

Invoice No. THREE

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1287-452-00-123-043-9-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #592805

Funding Available

Attachments

Link: -Inv No
THREE-AGADC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		07/03/2008 09:16 AM	NEW
2	Budget & Management	Veronica Lopez	07/03/2008 07:53 AM	APRV
3	Erika Reyna	Erika Reyna	07/03/2008 08:35 AM	APRV
4	Auditor's Office	Linda Fong	07/03/2008 09:15 AM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 09:16 AM	APRV

Form Started By: Letty Saenz
Started On: 07/02/2008 09:16 AM

Final Approval Date: 07/03/2008

VH 119500
R 592805
PG 5
7.0

AGADC

ALCÓCER GARCIA ASSOCIATES
DESIGN CONSULTING

1333 E. JASMINE AVE. McALLEN, TEXAS 78501 956.618-2007 FAX 956.618-2008

INVOICE FOR BASIC SERVICES:

CONTRACT No.: C-07-228-07-10

INVOICE NO.: **THREE**

P.O. NO: 592805

DATE: June 30, 2008

PROJECT: Anzaldua's Park Improvements, Boat Ramp & Fishing Pier

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Tx 78539

In accordance with the A/E contract approved July 7, 2007, there is due at this time for professional services on the above referenced project, the amount of \$ 3,455.25

A/E fee: \$ 20,325.00

Fee Breakdown:

Schematic Design Phase, 10%.....	\$ 2,032.50 (pd)
Design Development Phase, 10%.....	\$ 2,032.50 (pd)
Construction Documents Phase, 50%	\$ 10,162.50 (\$ 7,723.50 pd)
Bidding Phase, 5%.....	\$ 1,016.25
Construction Phase, 25%.....	\$ 5,081.25
Total.....	\$ 20,325.00

This Invoice for : Balance of Construction Documents Phase.....	\$ 2,439.00
Completion of Bidding Phase.....	1,016.25
Total due	\$ 3,455.25

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia

George A. Garcia
Project Architect

Approved:

[Signature]

Hidalgo County Precinct 3

INVOICE RECEIVED BY

no ON 7/1/08

GOODS/SERVICES RECEIVED BY

Comm. Files ON 6/30/08

P - 1281-452-00-123-045-9-339

PRECINCT 3

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

Hidalgo County Precinct #3

Fax

To: Rocio Villareal, Contract Manager
Hidalgo County Purchasing Dept.

From: Norma Ceballos
Hidalgo County Precinct #3

Fax: (956)318-2629

Pages: 4

Phone:

Date: July 1, 2008

Re: Invoice No. Three from AGADC

CC:

For CC approval

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

AI-10033

17.D.2.

**Request for Payment for Invoice 11322668 for L&G Consulting Engineering
CC REGULAR**

Date: 07/08/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322668 in the amount of \$23,625.00, from L & G Engineering Consulting Engineers Inc., contracted engineer for "La Homa Rd Project."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-123-0452-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

PO #600650

Funding Available

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		07/03/2008 05:15 PM	NEW
2	Budget & Management	Veronica Lopez	07/03/2008 08:00 AM	APRV
3	Erika Reyna	Erika Reyna	07/03/2008 08:32 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Rocio Villarreal

Started On: 07/02/2008 04:39 PM

Final Approval Date: 07/03/2008

G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322668
INVOICE DATE: 06/30/08

128654
600650

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 080301

La Homa

P.O. Box 607

Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2008.						
11006-Dsgn Schematic	157,500.00	55,125.00	15,750.00	70,875.00	45.0	86,625.00
12002-EA Reports	55,000.00	2,200.00		2,200.00	4.0	52,800.00
12003-Public Invmt	25,000.00	1,000.00		1,000.00	4.0	24,000.00
12020-EA, Report/Sub	20,000.00				0.0	20,000.00
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Design Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	42,525.00		42,525.00	15.0	240,975.00
16101-Drainage	126,000.00	18,900.00		18,900.00	15.0	107,100.00
16207-Sgn, Pmnt, Markg	24,200.00				0.0	24,200.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pin	75,600.00				0.0	75,600.00
16304-Irrigation	31,500.00	6,300.00	3,150.00	9,450.00	30.0	22,050.00
16306-Qty Specs	18,900.00	945.00		945.00	5.0	17,955.00
16307-Utilities	63,000.00	15,750.00	3,150.00	18,900.00	30.0	44,100.00
16400-Contract Mgmt	31,500.00	4,725.00	1,575.00	6,300.00	20.0	25,200.00
TOTALS:	1,033,500.00	230,670.00	23,625.00	254,295.00	24.6	779,205.00

ORIGINAL CONTRACT SUM \$ 1,033,500.00
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 1,033,500.00
TOTAL COMPLETED TO DATE \$ 254,295.00
LESS PREVIOUS INVOICES \$ 230,670.00


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 23,625.00

INVOICE RECEIVED BY
ON 6/30/08
GOODS/SERVICES RECEIVED BY
ON 6/30/08

8-1236-101-00-113-145-0-731



AI-10030

17.E.1.

**Request for Manual Checks for City of Edinburg
CC REGULAR**

Date: 07/08/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment needed to proceed with the final subdivision process for Precinct No. 4 Office Subdivision in the amounts of \$ 1,604.26 (2% Inspection Fee) - City of Edinburg, from Quintanilla, Headley & Associates, Inc., project engineer for the Construction of New Offices for Precinct No. 4 with authority for Auditor to process request and County Treasurer to issue manual checks so as to comply with City of Edinburg ordinances and requirements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1301-419-40-124-034-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 7-3-08 \$57,063.15

Attachments

Link: [City of Edinburg](#)

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 11:21 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 07:59 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/03/2008 01:45 PM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Rocio Villarreal
Started On: 07/02/2008 04:29 PM
Final Approval Date: 07/03/2008



PLANNING & ZONING DEPARTMENT

SUBDIVISION REVIEW COMMENTS

Company: Quintanilla, Headley & Associates, Inc.
Attention: Alfonso Quintanilla, R.P.L.S., P.E.
From: Isidro Fernandez, Urban Planner II *IF*
Date: November 6, 2007
Re: **Precinct No. 4 Office Subdivision**

After further research on the above reference subdivision the following items needs to be submitted in order to proceed with the final subdivision process.

SUBDIVISION FINAL CHECK LIST:

1. Approved Drainage Report
2. Approved Discharge Permit (If Applicable)
3. Drainage District Receipt Review Fee (\$250.00)
4. Provide 2% Inspection Fees on all utilities inspected by the City of Edinburg
5. Provide Contractor Warrantees
6. Hidalgo County Clerks (Receipt for Recording Fees)
7. Original Tax Certificates (City / School / Irrigation / County)
8. Warranty Deed
9. Letter of Credit (If Applicable)
10. Engineer's cost Estimate
11. Letter of Exclusion from Irrigation District
12. Original Subdivision Plat
13. Provide Two (2) set of subdivision plat and construction drawings for Final Review
14. Two (2) set of As-builts Digital and construction drawings after all construction has been completed
15. Contact Utility & Engineering Department for final subdivision inspections
16. Provide a subdivision lighting plan in accordance with City of Edinburg requirements & specifications



221 N. 8th Ave. • P. O. Box 1079 • Edinburg, Tx. 78540
Phone (956) 292-2088 • Fax (956) 292-2099



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: June 25, 2008

Sheet 1 of 1

Project: Hidalgo County Precinct No.4 Office Building

Location: Doolittle Rd

Owner: Hidalgo County Precinct No.4

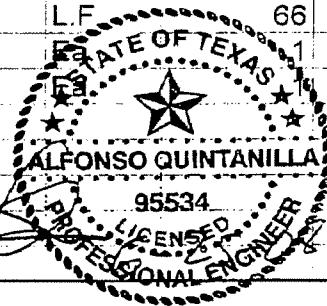
Type of Estimate: Engineers Estimate

Estimator: Alfonso Quintanilla, P.E.-R.P.L.S.

BASIS OF ESTIMATE

☐ No Design Complete
☐ Preliminary Design
☒ Final Design

Item	Description	Unit				
I Paving Improvements						
1 1/2" Hot Mix	SY	1,140	6.50	\$	7,410.00	
8 Caliche Base	SY	1,140	5.50	\$	6,270.00	
4" Caliche Base	SY	90	3.50	\$	315.00	
Subgrade Preparation	SY	1,320	2.00	\$	2,640.00	
Curb & Gutter	LF	326	7.50	\$	2,445.00	
6.0' Valley Gutter	LF	65	35.00	\$	2,275.00	
5.0' Concrete Side Walk	LF	326	15.00	\$	4,890.00	
HC Ramp	Ea	2	500.00	\$	1,000.00	
			Subtotal:	\$	27,245.00	
II Sanitary Sewer Collection System						
10" P.V.C. SDR-26	L.F.	50	21.00	\$	1,050.00	
10" P.V.C. SDR-26 Bore & Install	L.F.	70	115.00	\$	8,050.00	
8" P.V.C. SDR-26	L.F.	1,330	18.00	\$	23,940.00	
8" P.V.C. SDR-26 Bore & Install	L.F.	40	95.00	\$	3,800.00	
Manhole	Ea.	5	1,930.00	\$	9,650.00	
Clean Out	Ea.	1	250.00	\$	250.00	
Trench Safety Protection	L.F.	1,380	2.00	\$	2,760.00	
Tie-Into Existing Sewer Line	Ea.	1	200.00	\$	200.00	
6" P.V.C. SDR-26 Service Line	L.F.	100	13.00	\$	1,300.00	
Cut and Repair Asphalt	L.F.	66	28.00	\$	1,848.00	
8" P.V.C. Cap.		1	95.00	\$	95.00	
6" P.V.C. Cap			25.00	\$	25.00	
			Subtotal:	\$	52,968.00	
			Total:	\$	80,213.00	
2% Inspection Fee						\$1,604.26



Quintanilla, Headley & Associates, Inc.
Consulting Engineers & Land Surveyors
124 E. Stubbs Street
Edinburg, Texas 78539

Fax

To: HC Purchasing Dept.

From: Cynthia

Attn: Rocio Villarreal

Pages: 2 (including cover sheet)

Phone: (956)

Date: July 3, 2008

Fax: (956) 318-2629

Re: Hidalgo County Precinct No. 4

☐ Urgent

☒ For Review

☐ As Requested

☐ Please Reply

☐ For Your File

& Comments:

❖ *Engineers Estimate*

Phone: (956) 381-6480 & Fax: (956) 381-0527
E-Mail: QuintanillaHeadley@sbcglobal.net

AI-10025

17.F.1.

**Laboratory Services for CHIP Perinatal Eligible Patients
CC REGULAR**

Date: 07/08/2008

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing
Department

Purchasing only: Health & Human Services
Dept.

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder (Quest Diagnostics) meeting all specifications and/or requirements as attached hereto for: " Laboratory Services for CHIP Perinatal Eligible Patients" - Health & Human Services Dept. (RFB NO. 2008-116-05-14-otm/ysi)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1100-441-00-340-003-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

All services will be on an "As Needed Basis"

Attachments

Link: [letter of recommendation](#)

Link: [participation sheet](#)

Link: [contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 11:08 PM	APRV
2	Budget & Management		07/02/2008 11:08 PM	NEW
3	Auditor's Office		07/02/2008 11:08 PM	
4	Court Administrator		07/02/2008 11:08 PM	
Form Started By: Olga Montero			Started On: 07/02/2008 03:48 PM	
Final Approval Date: 07/02/2008				



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Mr. Eddie Olivarez, Director
Hidalgo County Health Department

ATTN: **Josie Escalante**

FROM: Olga Montero, Yvette S. Islas, Buyers
Hidalgo County Purchasing Department

DATE: May 27, 2008

RE: **BID NO. 2008-116-05-14-otm/ysi**
BID - "LABORATORY SERVICES FOR CHIP PERINATAL ELIGIBLE PATIENTS"

Enclosed, for your review, comments and recommendations, please find a copy of the sole Bid received for the referenced bid project.

Please submit your recommendation letter to the Purchasing Department as soon as possible.

Awarded Vendor:

Quest Diagnostics

Account Number:

8-1100-441-00-340-003-0-339 (if applicable)

Signature of Hidalgo County Health Department Representative

Date

May 27, 2008

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: MAY 14, 2008 BID OPENING TIME: 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY HEALTH
DEPARTMENT "LABORATORY SERVICES FOR CHIP PERINATAL ELIGIBLE
PATIENTS"**

BID NO.: 2008-116-05-14-otm/ysi

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Quest Diagnostic Attn: Bernadette Davila	US Mail	y Islas	04-30-09	1201 E Ridge Rd., Suite A McAllen, Texas 78503 Cell 956-793-5317
2. LabCorp Attn: Alberto Najara	US Mail	y Islas	04-30-09	240 Lindberg Ave McAllen, Texas 78501 Cell 956-379-9708 Office 956-968-0222
Micro Biology Specialty Lab Inc 3. ~~Dr. JoAnn Braun~~ JoAnn Braun	In Person	Glenn Braun for MSL, Inc.	05-04-09	3103 Center Pointe Dr. Edinburg, TX 78539 O 956-630-9522 F 661-9165
4.				
5.				
6.				

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL (EM)

FACSIMILE (FAX)

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-116-07-08**

THIS CONTRACT is made and entered into this 8th day of **July 2008**, by and between the **County of Hidalgo, Texas** ("County"), and **Quest Diagnostics, Inc.** a Texas Corporation ("Company").

WHEREAS, Company responded to request for bids for “ **Laboratory Services for CHIP Perinatal Eligible Patients**” (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within **Hidalgo County Health Department** for “Laboratory Services for CHIP Perinatal Eligible Patients”. Company will be responsible for billing claims (for all services) to the Superior Health Plan/Superior Health Plan Kids for all qualified CHIP patients. Patients not qualified for CHIP will then be the County ‘s responsibility.

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 **Department Head**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 08, 2008** and ending **July 08, 2009** and may be extended at the sole discretion of County for an additional two (2) one (1) year term .

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B", only after refusal to pay is received in writing from Superior Health Plan or any future awarded health administrator for CHIP qualified patients, attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

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

If to Company **Quest Diagnostics Incorporation**
 Attn: Dr. Michael Peat, Ph.D.
 4770 Regent Blvd.
 Irving, Texas 75063

14. 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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr. County Clerk

By _____
Juan D. Salinas, III, County Judge

COMPANY: Quest Diagnostics Inc.

By _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on, July 08 2008

APPROVED AS TO FORM:

Atlas & Hall LLP

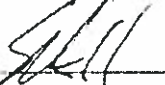
By:  _____

EXHIBIT “A” SPECIFICATIONS

Exhibit "A"

Hidalgo County Health Department "LABORATORY SERVICES FOR CHIP PERINATAL ELIGIBLE PATIENTS" Bid No.: 2008-116-05-14-otm/ysi

SPECIFICATIONS

1. The Hidalgo County Health Department is seeking to contract with a qualified vendor(s) to furnish "Laboratory Services for CHIP Perinatal Eligible Patients" AND BILL THIRD PARTY (Superior Health Plan/Superior Health Plan Kids) FOR ALL SERVICES
2. The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Health Department. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

REQUIREMENTS, TERMS AND CONDITIONS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County Health Department has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.
3. All services will be on an "As Needed Basis", there are no set quantities to be requested only approximations.
4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.
5. Hidalgo Health Department reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits)
7. Hidalgo County Health Department reserves the right to award to one (1) or multiple vendors which ever is more valuable to the County.

8. All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
9. Hidalgo County Health Department reserves the right to add/delete items as it deems to be in the best interest of the County.
10. Laboratory will be responsible for billing Superior Health Plan/Superior Health Plan Kids for all services.
11. Patients will be screened by Hidalgo County Health Department staff for CHIP Perinatal eligibility.
12. Specimens will be collected by Hidalgo County Health Department Staff.
13. Provide at least 2 (two) accessible lab locations to refer patients for collection if specimen cannot be collected by Hidalgo County Health Department staff (i.e. Weslaco, Edinburg, McAllen). Laboratory will be responsible for delivery/processing of such specimens when necessary.
14. Electronic Lab results are required.
15. Lab must schedule and provide pick up services for all specimens from each clinic location on a daily basis. Locations are as follows:
 - Edinburg Clinic —3105 E. Schunior, Edinburg, TX
 - Elsa Clinic — 708 Edinburg St., TX
 - Hidalgo Clinic — 702 E. Texano St., Hidalgo, TX
 - McAllen Clinic -300 E. Hackberry, McAllen, TX
 - Mission Clinic —211 E. Schurback, Mission, TX
 - Pharr Clinic — 1903 N. Fir, Pharr, TX
 - Weslaco Clinic Weslaco, TX
16. All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid.
17. Must be CHIP Perinatal Provider mandated by the State of Texas Department of Health.
18. All supplies must be provided to Hidalgo County health Department for all required testing.
19. Annually approximately 1,250 female patients are seen, at five (5) specimens per patient.
20. Approximately 600 lab re-submissions according to weeks gestation.
21. Maternal Serum Screen 5. (Age, AFP, hCG, uE3, DIA, ITA) *Results must be available and provided within 24 hours.*
Exception: 72 hours with electronic reporting.
22. Prenatal (OB) Panel (Total of 11 tests which include Hepatitis B, HIV, RPR &

- Rubella) *Results must be available and provided within 24 hours.*
23. Amplified CT/GC Testing for Chlamydia and Gonorrhea. *Results must be available and provided within, 24 hours.*
 24. Surpath (Liquid Pap Smear) includes HPV, GC/Chlamydia. *Results must be available and provided within 24 hours. Exception: 48 hours*
 25. Bacterial Vaginosis/Vaginitis (Trich, G Taginalis, & Candida). *Results must be available and provided within 24 hours. Exception: 48 hours*
 26. Average of 250 Children enrolled in Superior Health Plan. Services Required for Children:
 27. New Born Screening. *Results must be available and provided within 24 hour.*
 28. Lead. *Results must be available and provided within 24 hours.*
 29. Total Hemoglobin. *Results must be available and provided within 24 hours.*
 30. Total Electro Phoresis. *Results must be available and provided within 24 hours.*
 31. RPR. *Results must be available and provided within 24 hours.*
 32. HIV. *Results must be available and provided within 24 hours.*

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Olga Montero, Buyer or Yvette Islas, Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 7, 2008 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, May 9, 2008 by 5:00 p.m.

EXHIBIT “B” FEE SCHEDULE

Exhibit "B"
Hidalgo County Health Department
"LABORATORY SERVICES FOR CHIP PERINATAL ELIGIBLE PATIENTS"
Bid No.: 2008-116-05-14-otm/ysi

Location of labs where patients will be referred for specimen collection

1221 E. Tenth St., Ste 101-A
street address
Weslaco, TX 78596
city, state, zip code

2723 W. Trenton
street address
Edinburg, TX 78539
city, state, zip code

1201 E. Ridge Rd., Ste. A
street address
McAllen, TX 78503
city, state, zip code

302 Lorenaly Drive Suite B
street address
Brownsville, TX 78526
city, state, zip code

(Quest Diagnostics PSC maps included)

Maternal Serum Screen 5 (Age, AFP, hCG, uE3, DIA, ITA)	\$ <u>99.00</u>
Prenatal (OB) Panel (Total of 11 tests which include Hepatitis B, HIV, RPR & Rubella)	\$ <u>36.50</u>
Amplified CT/GC Testing for Chlamydia and Gonorrhea	\$ <u>50.00</u>
Surpath (Liquid pap Smear) includes HPV, GC/Chlamydia	\$ <u>108.00</u>
Bacterial Vaginosis/Vaginitis (Trich, G. Vaginalis, & Candida)	\$ <u>65.00</u>

Children Services:

New Born Screening	\$ <u>Exception, required to be tested by state</u>
Lead	\$ <u>9.50</u>
Total Hemoglobin	\$ <u>2.75</u>
Total Electro Phoresis	\$ <u>11.00</u>
RPR	\$ <u>3.75</u>
HIV	\$ <u>12.00</u>

EXHIBIT “C” INSURANCE

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
NYC-00227740-01

PRODUCER

MARSH USA INC
ATTN: JANET T. NORMAN
1106 AVENUE OF THE AMERICAS 8TH FL
(P) 212/345-5029
(F) 212/345-7616
NEW YORK, NY 10036

37926-MAIN--07/08

XXX

INSURED

QUEST DIAGNOSTICS INCORPORATED AND
ITS WHOLLY OWNED SUBSIDIARIES
RISK MANAGEMENT DEPT
2 GERALDA FARMS
MADISON NJ 07940

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE
POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A QUEST DIAGNOSTICS INCORPORATED

COMPANY

B Travelers Property Casualty Company Of America

COMPANY

C N/A

COMPANY

D Lexington Insurance Company

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below

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

CO CTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR CATERERS & CONTRACTORS PROT	\$2,000,000 SELF INSURED RETENTION*	12/31/07	12/31/08	GENERAL AGGREGATE \$ PRODUCTS COV OF AGG \$ PERSONAL & AD. INJURY \$ EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any Occurrence) \$ MED EXP. Any one person \$
B	AUTOMOBILE LIABILITY X ALL AUTO ALL OWNED AUTO PERMANENT RENTALS HIRE AUTO NONOWNED AUTO	TC2JCAP-266T3603-TIL-07	12/31/07	12/31/08	COMBINED SINGLE LIMIT \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ALL AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
D	EXCESS LIABILITY X UNEMPLOYMENT OTHER THAN UNEMPLOYMENT	8122778	12/31/07	12/31/08	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNER, EXECUTIVE, OFFICERS ARE	TC2JUB-266T3523-07 (AOS) TRJUB-266T3535-07 (AL, MA, OR, WI)	12/31/07 12/31/07	12/31/08 12/31/08	X WORKERS COMP. LIMITS \$ E. EACH ACCIDENT \$ 2,000,000 E. DISEASE POLICY LIMIT \$ 2,000,000 E. DISEASE-EACH EMPLOYEE \$ 2,000,000
A	OTHER PROFESSIONAL LIAB CLAIMS MADE	SELF-INSURED RETENTION	12/31/07	12/31/08	\$5,000,000 (SIR)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

HIDALGO COUNTY IS INCLUDED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARY
100 E CANO
EDINBURG, TX 78539

CANCELLATION

30 DAYS OF THE POLICY BEING CANCELLED AFTER BEING CANCELLED BY THE INSURED OR THE INSURER.
THE INSURER RESERVES THE RIGHT TO CANCEL THIS POLICY FOR NON-PAYMENT OF PREMIUM.
THIS POLICY IS NOT A CONTRACT. IT IS A STATEMENT OF THE COVERAGE PROVIDED BY THE INSURER.
IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT YOUR AGENT OR THE INSURER.
ISSUED ON 06/20/08

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc
BY Edward J. Basso



MM1(3/02)

VALID AS OF 06/20/08

AI-9987

17.G.1.

**"Leveling and Roof Repairs to McAllen and Progreso Clinics"
CC REGULAR**

Date: 07/08/2008

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: WIC

Information

CAPTION

Requesting award of bid and approval of service contract (approved as to form by legal counsel) 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 in an amount not to exceed \$24, 375.00

BACKGROUND

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 attached is the approval from Texas Department of State Health Services.

Funding for propsoed project has been reviewed by our PO Administrator and available for funding under acct. #8-1292-441-00-350-001-8-431.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1292-441-00-350-001-8-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Attachments

Link: [08-118](#)

Link: [contract](#)

Link: [08-118](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/03/2008 01:28 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 01:34 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	07/03/2008 02:27 PM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Oscar Garza			Started On: 07/01/2008 05:11 PM	

Final Approval Date: 07/03/2008

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 Enterprises 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. TAYLOR, M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
TELEPHONE (512) 462-2000 • <http://www.dshs.state.tx.us>
TDD (512) 462-2000

June 9, 2008

Norma L. Longoria, WIC Director
CA#12, Hidalgo County Health and Human Services Department
WIC Administrative Office
3105 West University Drive
Edinburg, Texas 78539

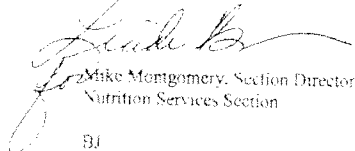
Dear Ms. Longoria:

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 Progress WIC Clinic. Bids were obtained and Adeco 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 3285.

Sincerely,


Mike Montgomery, Section Director
Nutrition Services Section

BJ

File Edit Query Record Window Help

Mode: Entry

Account No 2-441-00-350-001-8-431

Accounting Period 13

Period YTD

216436 pg 06 - 1 1 1

Acct. Year 8

Previous Year Info.

Description WIC ADM-BLDG R&M SERVICE

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

Checks

All << >> >

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

Enter value for : ACCOUNT_NO

Record: 1/1

<OSC> <DBG>

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

PROCUREMENT SPECIALIST:
OSCAR GARZA

BID # RFB#	NAME OF COMPANY	<i>Riddens</i> ~~UNIT #1~~ PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	CAS COMPANY <i>Stafford</i> <i>TEXAS</i>	<i>Received</i>	<i>\$ 29,720.00</i>	
#2	<i>Adelco Enterprises</i> <i>McAllen</i> <i>Tx.</i>	<i>Received</i>	<i>\$ 24,375.00</i>	
#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

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 bids 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-OGG - "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....

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-118-07-01

THIS CONTRACT is made and entered into this 1st day of July, 2008 by and between the **COUNTY OF HIDALGO, TEXAS**, (the "County") and **ADOLFO J. VELA d/b/a ADELCO ENTERPRISES** (the "Company").

WHEREAS, Company responded to requests for sealed quotes for leveling and roof repairs to McAllen and Progreso WIC Clinics (the "Services");

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

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

WHEREAS, County requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

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 agrees that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the County's Buildings and Grounds Department Head 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. **Term.** This Contract shall be for a period beginning July 1, 2008 and ending upon the completion of project and may be extended at the sole discretion of County for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming County as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Drainage District, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

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

14. **Wages.** Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

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

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

If to Company:	Adelco Enterprises Attn: Mr. Adolfo Vela 302 Quamasia McAllen, Texas 78504

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

deposited in the United States mail.

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

18. **Successors.** This Contract 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 Contract.

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

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

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of

this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

WITNESS our hands in duplicate originals this ____ day of _____, 2008

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas III, County Judge

Arturo Guajardo, Jr. County Clerk

ADELCO ENTERPRISES

By: _____
Printed Name: _____
Title: _____

Approved by Commissioners Court: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

C O U N T Y *of* H I D A L G O

*Women, Infants and
Children Nutrition Program*

3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Mr. Oscar Garza, Procurement Specialist

From: Norma L. Longoria, WIC Director *nl*

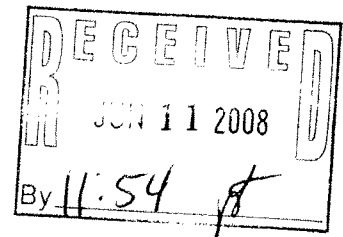
Date: June 11, 2008

RE: BID AWARD TO ADELCO ENTERPRISES

Please award bid to Adelco Enterprises for the roof repairs for the McAllen WIC Clinic and Progreso WIC Clinic and route to Commissioners Court.

Should you have any questions please do not hesitate to call me.

8.1292.441.00.350.001.8.431



AI-9985

17.H.1.

Buildings & Grounds-"Service & Repairs of Chillers and General HVAC Equipment"

CC REGULAR

Date: 07/08/2008

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

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

Information

CAPTION

Presentation for discussion, consideration and action on the County's option to exercise the sixty (60) day grace period extension (as provided under the current agreement) with Toromont Energy Systems and Johnson Controls for: Service & Repairs of Chiller and General HVAC Equipment so as to have no lapse in services while procurement process is completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$37,470.09 as of 7/3/08.

Attachments

Link: [Current Contract](#)

Link: [Current Contract](#)

Link: [Notices of extension](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 10:36 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 07:51 AM	APRV
3	Dale Kennan	Dale Kennan	07/03/2008 08:18 AM	APRV
4	Auditor's Office	Linda Fong	07/03/2008 09:15 AM	NEW-R

Form Started By: Sandra Montalvo

Started On: 07/01/2008 05:02 PM

Final Approval Date: 07/03/2008

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-120-05-30

THIS CONTRACT is made and entered into this 30th day of **May, 2006** by and between the **County of Hidalgo, Texas** ("County"), and **Johnson Controls, Incorporation, a Texas Corporation**("Company")(Secondary Vendor)

WHEREAS, Company responded to request for bids for **“Service and Repair of all HVAC Equipment”** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within Hidalgo County for **“Service and Repair of all HVAC Equipment”** . 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 designated agent.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 13 , 2006** and ending **July 13, 2007** with the County's option to renew one (1) additional year (12 months) based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company	Johnson Controls, Inc. Attn: Mr. Brant Pate 117 Airport Rd. Corpus Christi, Texas 78405

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2005.

Approved by Commissioners Court on, May 30, 2006.

APPROVED AS TO FORM:

By: Atlas & Hall, LLP
Atlas & Hall, LLP

ATTEST:

Eddy Trevino
EDDIE TREVINO, County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5-30-06 ah

COMPANY: Johnson Control, Inc.

By: BRANT PATE
Printed Name: BRANT PATE
Title: SSR

**EXHIBIT “A”
SPECIFICATIONS**

EXHIBIT "A"

HIDALGO COUNTY BUILDING AND GROUNDS

"Service and Repairs of all HVAC Equipment"

Bid No.: 06-120-05-17-jmt

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

The requirements service and repairs contract will encompass all services project-related Chillers, Regular HVAC Equipment and delivery parts to the Hidalgo County including, but not limited to, the following:

Requirements:

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site.
2. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.
3. All repair services and parts (with mark up rate), will be on an "As-Needed Basis Only" There is no guaranteed annual volume, for either services or parts.
4. Vendor will provide original equipment manufacturer (OEM) repair parts.
5. Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.
6. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
7. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Building and Grounds Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.
8. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendors's ability.
- ~~9.~~ All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
10. 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 and/or services.
11. Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.
12. 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.

EXHIBIT“B”
VENDOR’S RESPONSE

EXHIBIT "B"

BID FORM

HIDALGO COUNTY - BUILDING AND GROUNDS

"Service and Repairs of all HVAC Equipment"

Bid No.: 06-120-05-17-jmt

THE REPAIR CONTRACT WILL BE FOR HOURLY/TIME REPAIR RATE UPON ARRIVAL AT THE JOB SITE

I - SERVICING CHILLERS

A. NORMAL BUSINESS HOURS

1. Technician 59.00
2. Assistant 53.00

B. AFTER HOURS, (Weekends & Holidays)

1. Technician 83.00
2. Assistant 73.00

C. PARTS:

1. Mark up Rate 30% OFF LIST
ON YORK PARTS (+ SHIPPING & HANDLING).

D. WARRANTIES:

1. All PART 1 YEAR (OR) OEM
FACTORY WARRANTY

II - SERVICING GENERAL HVAC EQUIPMENT

A. NORMAL BUSINESS HOURS

1. Technician 56.00
2. Assistant 53.00

B. AFTER HOURS, (Weekends & Holidays)

1. Technician 81.00
2. Assistant 71.00

C. PARTS :

1. Mark up Rate 30% OFF LIST

D. ALL WARRANTIES:

1. All PARTS 1 YEAR (OR)
OEM FACTORY WARRANTY

TIME OF RESPOND:

1. Chillers, within 1 HOUR
1. Gral. Equip, within _____

EMERGENCY EQUIPMENT:

1. Rate 3800.00/WEEK PLUS
TRAVEL & SETUP - AIRCRAFT
CHILLER

BIDDER/COMPANY NAME: YORK - A JCI COMPANY

ADDRESS: 117 AIRPORT RD

CITY: CORPUS CHRISTI STATE: TX ZIP CODE: 78405

PHONE No: (361) 884-9675 FAX No: (361) 884-8341

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: BRANT PATZ

TITLE: SERVICE SALES
ACCOUNT EXECUTIVE DATE: 5/14/06

BID FORM

HIDALGO COUNTY - BUILDING AND GROUNDS
"Service and Repairs of all HVAC Equipment"
Bid No.: 06-120-05-17-jmt

THE REPAIR CONTRACT WILL BE FOR HOURLY/TIME REPAIR RATE UPON ARRIVAL AT THE JOB SITE

I - SERVICING CHILLERS**A. NORMAL BUSINESS HOURS**

1. Technician 59.00
 2. Assistant 53.00

B. AFTER HOURS, (Weekends & Holidays)

1. Technician 83.00
 2. Assistant 73.00

C. PARTS:

1. Mark up Rate 30% OFF LIST
ON YORK PARTS (+ SHIPPING & HANDLING)

D. WARRANTIES:

1. All PART 1 YEAR (OR) OEM
FACTORY WARRANTY

II - SERVICING GENERAL HVAC EQUIPMENT**A. NORMAL BUSINESS HOURS**

1. Technician 56.00
 2. Assistant 53.00

B. AFTER HOURS, (Weekends & Holidays)

1. Technician 81.00
 2. Assistant 71.00

C. PARTS:

1. Mark up Rate 30% OFF LIST

D. ALL WARRANTIES:

1. All PARTS 1 YEAR (OR)
OEM FACTORY WARRANTY

EMERGENCY EQUIPMENT:

1. Rate 3800.00/WEEK PLUS
FREIGHT + SETUP - AIRCROSS
CHILLER

TIME OF RESPOND:

1. Chillers, within 1 HOUR
 1. Gral. Equip, within _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-120A-05-30

THIS CONTRACT is made and entered into this 30th day of May, 2006 by and between the County of Hidalgo, Texas ("County"), and Toromont Energy Systems, Inc., a Delaware Corporation ("Company") (Primary Vendor)

WHEREAS, Company responded to request for bids for "Service and Repair of all HVAC Equipment" (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within Hidalgo County for "Service and Repair of all HVAC Equipment". 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 designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning July 13, 2006 and ending July 13, 2007 with the County's option to renew one (1) additional year (12 months) based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.
9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.
10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.
11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.
12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company Toromont Energy Systems, Inc.
 Attn: Mr. Leonel Larral
 PO Box 260910
 Corpus Christi, Tx 78426

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

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

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2005.

Approved by Commissioners Court on, May 30, 2006.

APPROVED AS TO FORM:

By: Atlas & Hall, LLP
Atlas & Hall, LLP

ATTEST:

Eddie Trevino
EDDIE TREVINO, County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5-30-06 AL

COMPANY: Toromont Energy Systems, Inc.

By: Leonel Laurel
Printed Name: LEONEL LAUREL
Title: Account Represent.

EXHIBIT "A"

SPECIFICATIONS

HIDALGO COUNTY BUILDING AND GROUNDS
"Service and Repairs of all HVAC Equipment"
Bid No.: 06-120-05-17-jmt

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Terms & Conditions:

- Term of contract is for one (1) year period with County's option to extend the contract for an additional year under the same rates terms and conditions.
- County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.
- 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 unforeseen delay in the award of a new bid for next contract term.
- 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 and services 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.
- Hidalgo County will award to a secondary vendor that will be called under the following circumstances:
 - a) When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
 - b) When the County finds that an additional service provider is required due to simultaneous break downs have occurred.
- Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
- 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.
- In considering a possible extension award the initial Contract, all vendors will be evaluated on their past performance and prior dealings with Hidalgo County (i.e., failure to meet specifications, poor workmanship, late arrivals and/or deliveries, etc.)
- 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 "B"
VENDOR'S RESPONSE

BID FORM

HIDALGO COUNTY - BUILDING AND GROUNDS
"Service and Repairs of all HVAC Equipment"

Bid No.: 06-120-05-17-jmt

THE REPAIR CONTRACT WILL BE FOR HOURLY/TIME REPAIR RATE UPON ARRIVAL AT THE JOB SITE ✓I - SERVICING CHILLERS

NORMAL BUSINESS HOURS

Technician \$ 59.⁰⁰ per HR
Assistant \$ 51.⁰⁰ per HRPARTS:
Mark up Rate 33 % From cost

B. AFTER HOURS, (Weekends & Holidays)

1. Technician \$ 83.⁰⁰ per hr
2. Assistant \$ 70.⁰⁰ per HR

D. WARRANTIES:

1. All LABOR 30 Days / 1 year PARTSII - SERVICING GENERAL HVAC EQUIPMENT

NORMAL BUSINESS HOURS

Technician \$ 55.⁰⁰ per HR
Assistant \$ 51.⁰⁰ per HRPARTS:
Mark up Rate 33 % From cost

TIME OF RESPONSE:

Chillers, within 2 HRS or less
Genl Equip, within 2 HRS or less

B. AFTER HOURS, (Weekends & Holidays)

1. Technician \$ 80.⁰⁰ per HR
2. Assistant \$ 70.⁰⁰ per HR

D. ALL WARRANTIES:

1. All LABOR 30 Days / 1 year PARTS

EMERGENCY EQUIPMENT:

1. Rate \$ 2,800.⁰⁰ week 100 hrs CHILLER
PLUS set up.BIDDER/COMPANY NAME: TOROMONT Energy SystemsADDRESS: P.O. Box 260910CITY: CORPUS CHRISTI STATE: TX ZIP CODE: 78426PHONE No. 361-438-6497 (OR) FAX No. 361-387-7044AUTHORIZED SIGNATURE: Leonel Laurel Tel Fax 877-877-3939 409-722-8893PRINTED NAME: LEONEL LAURELTITLE: Account Representative DATE: 5-9-06



PURCHASING DEPARTMENT
County Of Hidalgo

July 3, 2008

Jeffrey Wayne Lee
Toromont Energy Systems
2140 Wellspring
Beaumont, Texas 77705

Via Fax (409) 722-8893

Re: C-06-120A-05-30-Service & Repairs of Chillers & General HVAC Equipment

Dear Mr. Lee:

Commissioners' Court will take applicable action (Tuesday, July 8, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 14, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, July 3, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager



PURCHASING DEPARTMENT
County Of Hidalgo

July 3, 2008

Mr. Brant Pate
Johnson Control Inc.
117 Airport Road
Corpus Christi, Texas 78405

Via Fax (361)884-8341

Re: C-06-120-05-30-Service & Repairs of Chillers & General HVAC Equipment

Dear Mr. Pate:

Commissioners' Court will take applicable action (Tuesday, July 8, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 14, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, July 3, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-9986

17.I.1.

**BCAP PRECINCT NO 2 - NORTH ALAMO PYMT APPL NO 2
CC REGULAR**

Date: 07/08/2008

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 No 2 in the amount of \$113,992.97 from Closner Construction Co., LLC, contracted vendor for North Alamo Village Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-08-031-01-14

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1311-431-00-122-494-1-734

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 602170 is NSF as of 7/3/08 with an available balance of \$98,214.13. Additional funding is pending transfer AI-10043 in the amount of \$25,218.47. PO increase will be needed once funds are available.

Attachments

Link: APPLICATION NO

2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 04:12 PM	APRV
2	Budget & Management	Veronica Lopez	07/02/2008 04:28 PM	APRV
3	Dale Kennan	Dale Kennan	07/03/2008 11:44 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Laura Moya			Started On: 07/01/2008 05:05 PM	
Final Approval Date: 07/03/2008				

laura.moya

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Tuesday, July 01, 2008 4:49 PM
To: laura.moya@co.hidalgo.tx.us
Cc: marcie.jackson@co.hidalgo.tx.us; agapito.vargas@co.hidalgo.tx.us;
eralio.palacios@co.hidalgo.tx.us
Subject: Agenda Request
Importance: High
Attachments: appl pymnt 2 nrth alamo village001.PDF; appl pymnt 2 nrth alamo village.PDF; request appl
pymnt 2 pct2 n alam.PDF

Laura,

Please place this item on next weeks agenda as per Marcie Jackson.

Thank you,

Yoli Cisneros-Accounts Payable
Hidalgo County Precinct No. 2
301 East State
Pharr, Texas 78577
(956) 787-1891
(956) 787-4683 Fax

cc: agapito.vargas

7/1/2008



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, Precinct 2 Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director *AV. [Signature]*
Marcie Jackson, Hidalgo County BCAP Administrator Assistant

Date: 01 July 2008

Subject: Request Approval to Pay Application for Payment No. 2 – North Alamo
Village Subdivision CSJ:2C1080494 a 2nd Call Colonia Project.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 8th July 2008.

Precinct 2 is requesting approval to pay Application for Payment NO.2 for the above – subject 2nd Call Colonia Project. The amount of the request is \$113,992.97 as approved by the project engineer R. Gutierrez Engineering Corp. The project contractor is Closner Construction Co., L.C..

Account Number: 8-1311-431-00-122-494-1-734
Purchase Order Number: 602170

Please insure that the correct contract number is included.

If you have any questions, please advice.
Thanks,

APPLICATION FOR PMT #2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Closner Construction Co., L.C. (CONTRACTOR)
 Contract: C-CAP-01-031-01-14-LRM
 Project: North Alamo Village Subdivision
 OWNER's Contract No. C-CAP-01-031-01-14-LRM ENGINEER's Project No. ENG05.012o
 For Work accomplished through the date of: 26-Jun-2008

1. Original Contract Price:	\$ 264,294.60
2. Net change by Change Orders and Written Agreements (+ or -):	\$ 780.00
3. Current Contract Price (1 plus 2):	\$ 265,074.60
4. Total completed and stored to date:	\$ 212,804.10
5. Retainage (per Agreement):	
10% of completed Work:	\$ 21,280.41
10% of stored material:	\$ -
Total Retainage:	\$ 21,280.41
6. Total completed and stored to date less retainage (4 minus 5):	\$ 191,523.69
7. Less previous Application for Payments:	\$ (77,530.73)
8. Balance to Finish:	\$ 52,270.50
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 113,992.97

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 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. PMT #2

Dated 26-Jun-08

Closner Construction Co., L.C.

CONTRACTOR

By: [Signature]

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 30th

day of June 2008

Notary Public [Signature]

My Commission expires: 12/16/11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 26-Jun-08

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: [Signature] P.E.

INVOICE RECEIVED BY:

[Signature] ON 6/30/08

GOODS/SERVICES RECEIVED BY:

[Signature] ON 6/26/08

AI-9982

17.J.1.

**BCAP PCT #4 - RENA RAE SUBD APPLICATION NO 1
CC REGULAR**

Date: 07/08/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 in the amount of \$52,933.50 from Lazaro Saenz, Sr. dba Saenz Paving, contracted vendor for Rena Rae Subdivision submitted through project engineer Quintanilla, Headley & Associates. C-CAP-07-033-01-09

BACKGROUND

PO# 603241 Inv#424 C-07-033-01-09

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1311-431-00-124-612-0-733/734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 603241 available balance as of 7-2-08 \$169,509.25. Funding available in object code 733 & 734 as of 7-2-08.

Attachments

Link: APPLICATION
NO 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 01:25 PM	APRV
2	Budget & Management	Veronica Lopez	07/02/2008 01:28 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/02/2008 04:11 PM	APRV
4	Auditor's Office	Linda Fong	07/03/2008 09:20 AM	APRV
5	Court Administrator	Angela Garcia	07/03/2008 10:17 AM	APRV

Form Started By: Laura Moya

Started On: 07/01/2008 04:50
PM

Final Approval Date: 07/03/2008

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Tuesday, July 01, 2008 9:27 AM
To: Laura Moya
Subject: Please Review items
Attachments: agenda appl pymnt 1 rena rae.PDF

Laura, please review items attached....this is my first time to request a payment on c.c....hopefully I did it correct.
Please let me know...Marcie.

7/1/2008



Hidalgo County Border Colonias Access Program MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Oscar L. Garza, Hidalgo County Precinct 4
Valde Guerra, Commissioner's Court Executive Officer
Juan Manuel Carranza, Precinct 4 Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrator Assistant

Date: 30 June 2008

Subject: Request Approval to Pay Application for Payment No. 1 – Rena Rae
Subdivision CSJ: 2C1080612 a 2nd Call Colonia Project.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 8th July 2008.

Precinct 4 is requesting approval to pay Application for Payment NO.1 for the above – subject 2nd Call Colonia Project. The amount of the request is \$52,933.50 as approved by the project engineer Quintanilla, Headley & Associates. The project contractor is Lazaro Saenz, Sr. dba Saenz Paving.

Account Number: 8-1311-431-00-124-612-0-734
Purchase Order Number: 603241

Please insure that the correct contract number is included.

If you have any questions, please advice.
Thanks,

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Precinct No. 4 (OWNER)
 From: Lazaro Saenz, Sr, dba Saenz Paving (CONTRACTOR)
 Contract: C-CAP-07-, CSJ: 2C1080612
 Project: BORDER COLONIA ACCESS PROJECT - Round II
 OWNER's Contract No. C-CAP-07-033-01-09- ENGINEER's Project No. _____
 For Work accomplished through the date of: 6/9/2008

1. Original Contract Price:	\$ 169,509.25
2. Net change by Change Orders and Written Agreements (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 169,509.25
4. Total completed and stored to date:	\$ 58,815.00
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	\$ 5,881.50
% of stored material:	\$ -
Total Retainage:	\$ 5,881.50
6. Total completed and stored to date less retainage (4 minus 5):	\$ 52,933.50
7. Less previous Application for Payments:	\$ -
8. TOTAL RETAINAGE DUE	\$ 52,933.50
9. LESS PENALTIES FOR CONSTRUCTION DELAYS	\$ -
10. AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALTIES)	\$ 52,933.50

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 6/27/08

Lazaro Saenz, Sr., dba Saenz Paving

CONTRACTOR

By: [Signature]

State of Texas

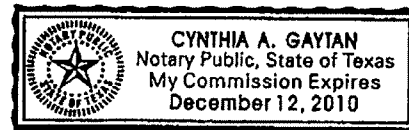
County of Hidalgo

Subscribed and sworn to before me this 27th day of June

P.O.# 603241

8.1311.43100.134.612.0.734

Cynthia A. Gaytan
 Notary Public
 My Commission expires: 12.12.10



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

Quintanilla, Headley & Associates, Inc.

ENGINEER

INVOICE RECEIVED BY:

[Signature] ON 6/27/08

GOODS/SERVICES RECEIVED BY:

[Signature] ON 6/09/08

By: [Signature]

Saenz Paving

830 Rachel Dr.
Edinburg, TX 78539-3007
Phone 956-386-0834
Cell 956-240-0355

Invoice

Date	Invoice #
6/6/2008	424

Bill To
HIDALGO COUNTY RENA RAE SUBDIVISION CAP-07-033-01-09-LRM Q

P.O. No.	Terms	Project

Quantity	Description		Rate	Amount
36	556	8" STORM RAIN L.F.	40.00	1,440.00
1,000	556	18" RCP STORM DRAIN CLIII L.F.	26.00	26,000.00
2	465	TY "A" INLET Ea.	1,800.00	3,600.00
1	465	CONCRETE MANHOLE Ea.	1,400.00	1,400.00
1	502	BARRICADES, SIGNS AND TRAFFIC HANDLING Mo.	1,500.00	1,500.00
1	500	MOBILIZATION L.S.	5,000.00	5,000.00
6,625	152	6" ROAD GRADER WORK (DENS CONT) - SUBGRADE S.Y.	3.00	19,875.00
1		LESS 10 % RETAINAGE	-5,881.50	-5,881.50
			Total	\$52,933.50

AI-10024

17.K.1.

**ROW-Professional Svc Agreements-Rio Delta Surveying and
Professional Appraisal Services
CC REGULAR**

Date: 07/08/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Right of Way

Information

CAPTION

A. Requesting approval of a "professional surveying" services contract with Rio Delta Surveying for the "Miscellaneous Right of Way Acquisition Projects"on (an as-needed basis) for Hidalgo County Right of Way Department (as selected after evaluation of S.O.Q.'s from the POOL OF SURVEYORS and as approved by C.C. 04/07/08 for negotiation of the contract with Rio Delta Surveying and approved by legal council to proceed with final execution of contract). Contract No. C-08-167-07-08

B. Requesting approval of a professional appraisal services contract with Professional Appraisal Services for the "Miscellaneous Right of Way Acquisition Projects"on (an as-needed basis) for Hidalgo County Right of Way Department (as selected after evaluation of S.O.Q.'s from the POOL OF APPRAISERS and approved by C.C. 04/07/08 for negotiation of the contract with Professional Appraisal Services and as approved by legal council to proceed with final execution of contract). Contract No. C-08-166-07-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1200-431-00-260-001-0-711

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$612,026.00 as fo 7/3/08.

Attachments

Link: [Surveying Agreement](#)

Link: [appraisal agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/03/2008 01:29 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 01:37 PM	APRV
3	Dale Kennan	Dale Kennan	07/03/2008 02:55 PM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Letty Saenz

Started On: 07/02/2008 03:47
PM

Final Approval Date: 07/03/2008

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-08-167-07-08

THIS AGREEMENT is made effective the 8th day of **July, 2008**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **RIO DELTA SURVEYING** ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **MISCELLANEOUS RIGHT OF WAY ACQUISITION PROJECTS (On An As Needed Basis)** located within **HIDALGO COUNTY** for the **(RIGHT OF WAY DEPARTMENT)**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Article 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from Professional Right-of-Way Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide Surveying services within the County of Hidalgo, Texas through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor." Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Method of Payment.** Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Surveyor** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

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

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County**, the **County** shall pay to the **Surveyor** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any

and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Surveyor** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Surveyor's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Surveyor's** services which were performed in accordance with this Agreement.
- (3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor**;
- (4) If the **County**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

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

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

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

4. **Work Authorization.** After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D" - Work Authorization Form**, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in **EXHIBIT "A"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **County**, the **Surveyor** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Surveyor**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B"**, attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

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

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

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

5. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any

such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it

does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

14. Conflict. Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision

hereof.

17. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, 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 County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2 nd Floor Edinburg, Texas 78539
If to Surveyor:	Rio Delta Surveying Attn: Jose Mario Gonzalez, President 82074 Mateo Escobar Monte Alto, Texas 78538

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

22. Execution of 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 Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract 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 contract.

24. Gender. All pronouns used in this Contract 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

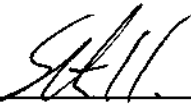
25. Authority. The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2008.

APPROVED AS TO FORM:
Atlas & Hall, LLP

COUNTY OF HIDALGO, TEXAS

By: 
Stephen L. Crain

By: _____
Juan D. Salinas, III, County Judge

SURVEYOR:
RIO DELTA SURVEYING

By: _____

Printed Name: Jose Mario Gonzalez

Title: President

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”

-Services to be
Provided by Surveyor



RIO DELTA SURVEYING

Boundary Survey • Topographic Surveys • GPS Surveys • Right of Way & Easement Surveys
Subdivision Platting • ALTA Surveys • Construction Staking

May 20, 2008

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, Texas 78539

RE: "Miscellaneous Right of Way Acquisition Project" (on an as needed basis)

Dear Mr. Pena:

We are pleased to present to you our proposal for professional surveying services. We can perform the surveying services for the above-mentioned project. The scope of the project as we understand it is as follows:

- Establish ROW alignment
- Prepare parcel sketches and field notes
- stake out final right of way

Our fee schedule is as follows:

Registered Land Surveyor	\$ 100.00
3-man Survey crew	\$ 145.00
Cadd Technician	\$ 50.00
Secretary	\$ 40.00

If you have any questions our need more information please call us at you earliest convenience.

Sincerely


Jose Mario Gonzalez

EXHIBIT “B”

-Fee Schedule



RIO DELTA SURVEYING

Boundary Survey • Topographic Surveys • GPS Surveys • Right of Way & Easement Surveys
Subdivision Platting • ALTA Surveys • Construction Staking

May 20, 2008

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, Texas 78539

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- Establish ROW alignment
- Prepare parcel sketches and field notes
- stake out final right of way

Our fees are as follows:

Re: [REDACTED]
3-man [REDACTED]
C [REDACTED]
S [REDACTED]

If you have any questions or need more information please call us at your earliest convenience.

Sincerely


Jose Mario Gonzalez

EXHIBIT “C”

-Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/19/2008

DUCER

B CARTER AGENCY**213 N Broadway
Elsa, TX 78543
(956) 262-1368**

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

INSURERS AFFORDING COVERAGE**NAIC#**INSURER A: **AMERICAN STATES**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED **Rio Delta Surveying, Inc.****8207 Mateo Escobar
Edcouch, Texas 78538****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	AGGL	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			GENERAL LIABILITY	02BP461667	05-02-08	05/02/09	EACH OCCURRENCE \$ 500,000
			☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
			CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
			GENTL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 1,000,000
			POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG \$
			AUTOMOBILE LIABILITY	01BA398997-5	05-28-08	05-28-09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		ANY AUTO	BODILY INJURY (Per person) \$				
		ALL OWNED AUTOS	BODILY INJURY (Per accident) \$				
		☒ SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident) \$				
			HIRED AUTOS				
			NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY AGG \$
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
			☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
							\$
			DEDUCTIBLE				\$
			RETENTION \$				\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS ☐ OTHER ☐
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
			OTHER				E.L. DISEASE - POLICY LIMIT \$

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

PROFESSIONAL LIABILITY NOT INCLUDED**CERTIFICATE HOLDER****COUNTY OF HIDALGO
2802 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

ACORD 26 (2001/08)

© ACORD CORPORATION 1988

Received Time May. 19. 3:38PM

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID UN RIODE-2	DATE (MM/DD/YYYY) 05/19/08
PRODUCER Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin TX 78746 Phone: 512-330-9836 Fax: 512-330-9856		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 Rio Delta Surveying 8207 Mateo Escobar Monte Alto TX 78538		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Texas Mutual Ins. Co.	22945
		INSURER B: Underwriters Lloyds of London	
		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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	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 \$ \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001160289	08/01/07	08/01/08	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 500000	E.L. DISEASE - EA EMPLOYEE	\$ 500000	E.L. DISEASE - POLICY LIMIT	\$ 500000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 500000												
E.L. DISEASE - EA EMPLOYEE	\$ 500000												
E.L. DISEASE - POLICY LIMIT	\$ 500000												
B	Professional Liab	BEA251420R0907	08/01/07	08/01/08	Aggregate 1000000 Ea Clm 1000000								

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

CERTIFICATE HOLDER

County of Hidalgo 2802 S Business 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 <u>10</u> 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 

EXHIBIT “D”

-Work Authorization Form

Work Authorization Form

WORK AUTHORIZATION NO. _____

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by the Hidalgo County Right of Way Department as to content and detail of this Work Authorization No. ____.

HIDALGO COUNTY PRECINCT NO. ____

BY: _____
Hidalgo County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____ as indicated below and effective as of ____ day of _____, 2008.

**THE SURVEYOR:
(NAME OF FIRM)**

**THE OWNER:
HIDALGO COUNTY**

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Surveyor
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Surveyor
ATTACHMENT "D" -	Work Authorization Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-08-166-07-08

THIS AGREEMENT is made effective the 8th day of July, 2008, by and between the COUNTY OF HIDALGO, TEXAS, ("County") and PROFESSIONAL APPRAISAL SERVICES, INC. ("Appraiser")

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for **MISCELLANEOUS RIGHT OF WAY ACQUISITION PROJECTS (on an as needed basis)** located within **HIDALGO COUNTY** for the **(RIGHT OF WAY DEPARTMENT)**; and

WHEREAS, County has determined that the services of Professional Appraiser are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Article 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the County has selected the Appraiser to provide appraisal services within the County of Hidalgo, Texas through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Method of Payment.** Payments to the **Appraiser** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Appraiser** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Appraiser** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Appraiser** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Appraiser** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

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

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Appraiser** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Appraiser** and upon approval thereof by the **County**, the **County** shall pay to the **Appraiser** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Appraiser** delivers to the **County** an affidavit that so far as the **Appraiser** has knowledge or information any and all amounts due for materials and services over which the **Appraiser** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Appraiser** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Appraiser** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Appraiser's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Appraiser's** services which were performed in accordance with this Agreement.
- (3) The **Appraiser** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Appraiser**;
- (4) If the **County**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Appraiser's** services in accordance with this Agreement, no additional payments will be due the **Appraiser** hereunder unless and until the **Appraiser**, at its sole cost, performs a sufficient portion of the **Appraiser's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Appraiser's** services.

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

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

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

4. **Work Authorization.** After execution of this Agreement, the **Appraiser** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Appraiser** will identify, as approved by the **County**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **County** shall authorize the **Appraiser** to perform one or more of the agreed tasks identified in **EXHIBIT "A"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **County**, the **Appraiser** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Appraiser**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B"**, attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Appraiser's** responsibilities and obligations established in this Agreement.

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

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

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

5. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the

County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Appraiser and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided. Appraiser may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

14. Conflict. Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, 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 County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Appraiser: Professional Appraisal Services, Inc.
Attn: John Malcolm, Jr., President
P. O. Box 3722
McAllen, Texas 78502

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

22. Execution of 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 Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract 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 contract.

24. Gender. All pronouns used in this Contract 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

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

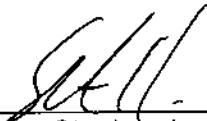
EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2008.

APPROVED AS TO FORM:

Atlas & Hall, LLP

COUNTY OF HIDALGO, TEXAS

By:  _____
Stephen L. Crain

By: _____
Juan D. Salinas, III, County Judge

APPRAISER:

By: _____

Printed Name: John Malcolm, Jr.

Title: President

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”

-Services to be
Provided by Appraiser

PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS • CONSULTANTS • ANALYSTS

P.O. BOX 3722

McAllen, TEXAS 78502

TELEPHONE (956) 687-9535

FAX (956) 687-9539

JOHN H. MALCOM, JR., MAL.COM, SR., WA
APPRAISAL INSTITUTE, CIREI, IRWA

May 14, 2008

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

RE: Scope of Services and Proposed Fee Schedule - Real Estate Appraisal Services

Dear Ms. Saenz:

Thank you for your kind letter informing us that Professional Appraisal Services, Inc. had been selected to provide appraisal services for Hidalgo County. Pursuant to your request I have prepared a letter outlining a scope of services and a schedule of fees for different types of appraisal services.

As per our request for qualifications, the scope of services shall include the following:

Appraisals will be based on "Market Value" with 5 original reports. Reports will be bound or stapled, clearly labeled, and signed by the primary certified appraiser and any other certified appraiser or licensed trainee which aided in the process.

All photographs to be original digital laser prints. All adjustments shall be clearly explained in a narrative format. Preference will be accorded comparable sales within 2 years of the date of appraisal.

Map exhibits will include clearly labeled maps to identify the area, region, subject plat, and flood plain and any other exhibits we may need to complete the assignment.

All reports shall be "self-contained or summary reports" prepared under the Uniform Standards of Professional Appraisal Practice. The report format will be based on discussions between the appraiser and the client and will be consistent with the degree of complexity of the appraisal problem. The primary appraiser will inspect each subject property and sign each appraisal report. Appraiser trainees may aid in the collection of information but the primary appraiser will be responsible for the analysis and conclusions.

Appraisal reports shall be delivered according to the agreed schedule.

Appraisal fees are based upon different types of services and are identified as follows:

Partial Takings for right of way projects: This category will likely include the majority of the work that will be performed during the year. Typical projects under this heading would include road widening projects or acquisition of right of way for drainage purposes. The types of appraisals include simple acquisitions where no damages result to the remainder property, more complex appraisals that involve damages to the remainder, and complex properties that require multiple valuation methods and include damages to the remainder. An example of the latter type of appraisal would be an acquisition of right of way from a strip shopping center where all of the parking is being taken for road widening. The range of costs for appraisal fees would be:

Land, residence, or small commercial; no damages:	\$1,200/parcel
Residence with damages:	\$1,800/parcel
Small commercial with damages:	\$2,500/parcel
Large commercial with without damages:	By agreement

Whole takings and improved property appraisals. Whole takings may include simple land appraisals or appraisals of complex commercial property. The primary difference between a right of way project and a whole taking is that the whole takings will not typically include multiple acquisition parcels. The appraisal fees quoted for these services is anticipated to include a single land tract or a commercial property with the complexity of a "box" type retail store.

Whole taking, land only, single parcel	\$1,500
Whole taking, small commercial up to "box" retail	\$3,500

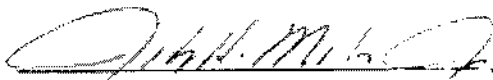
Updated or revised appraisals. Updated appraisals involve a new appraisal based on a change in the date of the appraisers opinion of value. A revised report is based on the original date of appraisal, but may incorporate a change due to some condition that is outside of the appraisers control and responsibility. As an example, the appraiser is not responsible for writing metes and bounds descriptions for the property field notes. If the field notes are revised after the appraisal report has been submitted, it may be necessary to revise the report to reflect the new information. A fee for a revision would be charged for this service. An appraisal update is a new appraisal based on a new inspection date and a new data search. The appraisal fees for these services are as follow:

Revised Reports (no change in date of appraisal)	\$ 300
Updated appraisals (within 14 months of original)	\$ 1/2 original fee

Condemnation hearings and trials. Condemnation hearings and trials include the special commissioners hearings as well as more formal trials. Both of these proceedings are billed at an hourly rate of \$175/hour for work in 2008 and \$200/hour for work in 2009). No expenses are billed as long as the proceedings are held in Hidalgo County.

Thank you for selecting our office for your appraisal needs. Please let me know if additional information is necessary to evaluate our proposal.

Yours truly,

A handwritten signature in dark ink, appearing to read "John H. Malcom, Jr.", written in a cursive style.

John H. Malcom, Jr. President;
Professional Appraisal Services, Inc.

EXHIBIT “B”

-Fee Schedule

PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS - ANALYSTS

P.O. BOX 3722

McAllen, TEXAS 78502

TELEPHONE (956) 687-9535

FAX (956) 687-9539

JOHN H. MALCOM, JR, MAI, CCIM, SR/WA
APPRAISAL INSTITUTE, CIREI, IRWA

June 3, 2008

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

RE: Revised Fee Schedule and Best and Final Offer

Dear Ms. Saenz:

Following our recent conversations, I have obtained information on the cost of the required insurance to satisfy the requirements to provide appraisal services for Hidalgo County. The insurance coverage will include errors and omissions, or professional liability coverage and workman's compensation insurance. The combined cost for these 2 policies will range from approximately \$8,337.61 to \$9,572.40 per year.

Based on the cost of the insurance coverage, I have prepared a revised fee schedule. Per your request I have also included the best and final offer.

I look forward to working with the County and hope that the proposed fees are acceptable. I will provide certificates of insurance as soon as the policies become effective.

The original fee schedule, the revised fee schedule, and the best and final offer is presented on the following page:

Type of Service	Original Fee	Revised Fee	Best and Final Offer (BAFO)
Land, residence or small commercial, no damages	\$1,200/parcel	\$1,250/parcel	\$1,250/parcel
Residence with damages	\$1,800/parcel	\$1,850/parcel	\$1,850/parcel
Small commercial w/damages	\$2,500/parcel	\$2,550/parcel	\$2,550/parcel
Large commercial with/without damages	by agreement	by agreement	by agreement
Whole taking, land only, single parcel	\$1,500/parcel	\$1,550/parcel	\$1,550/parcel
Whole taking, commercial up to box retail	\$3,500/parcel	\$3,550/parcel	\$3,550/parcel
Revised reports (no change in date of appraisal)	\$300/parcel	\$300/parcel	\$300/parcel
Update appraisals (w/in 14 months of original)	½ original fee	½ original fee	½ original fee
Condemnation Hearings			
Hourly Rates in 2008	\$175/hour	\$175/hour	\$175/hour
Hourly Rates in 2009	\$200/hour	\$200/hour	\$200/hour

Thank you for the extension to obtain the necessary insurance coverage and for the opportunity to submit a best and final offer. I am in discussions with the insurance provider (professional liability insurance) concerning the type of coverage and exclusions and hope to be able to provide a certificate of insurance within the next 2-5 working days.

Sincerely,



John H. Malcom, Jr, President
Professional Appraisal Services, Inc.

EXHIBIT “C”

-Insurance Requirements

ACORD

PRODUCER



DON AUSMUS AGENT
2021 NOLANA ST
MCALLEN, TX 78504-4165
OFFICE: (956) 630-2938
FAX: (956) 686-7262
DON@DONAUSMUS.COM

DATE (MM/DD/YY)
06/11/08

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.

COMPANIES AFFORDING COVERAGE

COMPANY

A

State Farm Mutual

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Professional Appraisal Services, Inc
P.O. Box 3722
McAllen, TX 78502

THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	☐ COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$
	☐ CLAIMS MADE ☐ OCCUR				PRODUCTS - COM/PROP AGG \$
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	122 4750-53	06/11/08	12/11/08	COMBINED SINGLE LIMIT \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$ 500,000
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ 500,000
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$ 100,000
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				
	☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				
	☐ UMBRELLA FORM				EACH OCCURRENCE \$
	☐ OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				
	THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EARN ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of Hidalgo is shown as an Additional Insured.

Hidalgo County

100 E. Cano
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID ER
PROFA-1DATE (MM/DD/YYYY)
06/12/08

PRODUCER

William Gammon Insurance
1615 Guadalupe
Austin TX 78701
Phone: 512-477-6745

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

Professional Appraisal Svc Inc
PO Box 3722
McAllen TX 78502

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Columbia Casualty Ins. Co.

INSURER B:

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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	GENTL AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO- JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
						\$
	☐ DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATI- TORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions	I163012B54781	06/15/08	06/15/09	Limit	1,000,000
					Deductibl	10,000

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

CERTIFICATE HOLDER

HIDAL-2

Hidalgo County
100 E Cano
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

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.

EXHIBIT “D”

-Work Authorization Form

HIDALGO COUNTY

Professional Appraisal Services

Contract No. _____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "Owner," and, "**Firm's Name**", professional appraiser of _____, Texas, hereinafter called "**Appraiser**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide _____.

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. ____ 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 project or scopes of the work.

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 Right of Way Department, as to content and detail of this Work Authorization No. ____.

HIDALGO COUNTY PRECINCT NO. ____

BY: _____
HIDALGO COUNTY COMMISSIONER

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

**THE APPRAISER:
(NAME OF FIRM)**

**THE OWNER:
HIDALGO COUNTY**

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Appraiser
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Appraiser
ATTACHMENT "D" -	Work Authorization Form

AI-10014

17.L.1.

**Sole Source Declaration-Maintenance and Support Agreement-Motorola
CC REGULAR**

Date: 07/08/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a) (7) (A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance Agreement" with Motorola for Premier MDC Silver with Motorola, Inc.

B. Requesting approval of a "Sole Source Declaration" for "Motorola, Inc." with authority to enter into a one (1) year "Support and Maintenance Agreement" for a "Premier MDC Silver", in an amount not to exceed of \$25,769.00, effective July 8, 2008 to June 30, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-421-00-280-001-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$27,476.75 available balance as of 07/03/08.

Attachments

Link: [Sole Source Letter](#)

From Motorola

Link: [Support and
Maintenance Agreement
Information](#)

Link: [Exemption Code
262.024](#)

Link: [Sole Source Affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 10:55 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 07:54 AM	APRV
3	Rey Salazar	Rey Salazar	07/03/2008 10:06 AM	APRV

4 Auditor's Office

07/03/2008 05:15 PM NEW

Form Started By: Vangie Garcia

Started On: 07/02/2008 01:31
PM

Final Approval Date: 07/03/2008

June 30, 2008

Hidalgo County Sheriff's Office
Attn: Ms. Evangelina Garcia
711 East Cibolo Road
Edinburg, TX 78155

RE: Product Information
Premier MDC™

Dear Ms. Garcia,

Motorola, Inc. is a worldwide leader in Premier MDC™ products. Our software is integrated at our Westminster Office located at 7237 Church Ranch Blvd, Westminster, CO 80021 or Salt Lake City Office located at 756 East Winchester Drive, Suite 150, Salt Lake City, UT 84107.

The above referenced products contain proprietary software developed and owned by Motorola. To provide complete software maintenance services for the products, another vendor would need access to Motorola's proprietary software source code. No other vendor has access to Motorola source code and Motorola has not authorized any dealer or other party to obtain such access.

Thank you for your continued support of Motorola. Let us know if we can provide any additional information.

Sincerely,
Motorola, Inc.

Elizabeth Collins
Contract Specialist



May 15, 2008

Hidalgo County Sheriff's Office
Attn: Mr. Javier Chapa
711 East Cibola Road
Edinburg, TX 78155

RE: Extension to Maintenance and Support Agreement: SA# 003202-000
Product: Premier MDC™

Dear Mr. Chapa,

By means of this letter, Motorola, Inc. hereby extends Hidalgo County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period **July 1, 2008 through June 30, 2009**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before July 1, 2008**. Failure to return this fully executed letter on or before July 1, 2008 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at (714) 238-2079 or e-mail WNVK36@motorola.com.

Sincerely,

Elizabeth Collins

Elizabeth Collins
Contracts Specialist
Motorola, Inc.

Accepted by:

MOTOROLA, INC.

Signed by: _____

Printed Name: Leo Heffernan

Title: Director, Customer Support

Date: May 15, 2008

HIDALGO COUNTY SHERIFF'S OFFICE

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

The following table lists the Products under maintenance coverage:

<i>Product</i>	<i>Description</i>	<i>Site Id</i>	<i>Qty</i>
Premier MDC™	Message Switch Software (1-100 Level)		1
Premier MDC™	In Vehicle Paging Server Software Module		1
Premier MDC™	Mobile Client License		99
Premier MDC™	In-House Client License		10
Premier MDC™	In-Vehicle Paging Mobile Client Module		3

Exhibit B
SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time. Because of the urgency involved, Seller will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Standard Business Hours of initial voice notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Standard Business Hours of initial notification
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management. This level is meant to represent recommendations for product enhancements or modifications.	Determined by Seller's Product Management.

1.1 Reporting a Problem. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call incoming center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within a reasonable time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Decision Support System ("DSS") Products. *(Applies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Seller's then current rates for professional services.

5. Compliance to Local, County, State and/or Federal Mandated Changes. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are part of the covered Services.

6. Annual System Performance Review and Report. Seller will prepare the following reports to include:

6.1 (Applies to PremierCAD Software only)

(a) System Analysis	MEASURE:	Evaluate disk and CPU load
	PEEK:	Evaluate memory availability and use
	VIEWSYS:	Evaluate use and availability of PCBs
	EMSA/TMDS:	Review logs for hardware reports
	File Sizing	Review file sizing on changeable files
(b) Pathway Analysis		Evaluate effectiveness of system configuration for current load
		Evaluate TCP/Server statistics
		Evaluate efficiency of server class maximum and minimum settings
(c) Performance Analysis	TMX Timings:	Evaluate application response times

6.2 (Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)

Update Equipment drivers
Upload Equipment patches, hot fixes and firmware
Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

6.3 Based on the Annual System Performance Review and Reports, Seller's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Seller CAD Software.)

7. On-site Product Technical Support Services. Seller will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

7.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

7.2 At Customer's request, Seller will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Seller's then current rates for professional services.

7.3 CAD HP NonStop S-Series Service Plans

7.3.1 The following HP electronic support tools are available:

Express Notice	A proactive email notification of new software releases, announcements and updates
Scout for NonStop Servers	Once registered, users have the ability to perform interim product modification (IPM) analysis on NonStop Kernel systems and to download IPMs electronically.
Total Information Manager (TIM)	A CD collection of support documentation shipped with the initial system.
Knowledgebase for NonStop Support (KBNS)	Once registered, users have access to a powerful search tool offering quick and easy access to previously answered technical support questions.

7.3.2 HP NonStop S-Series Service Plan:

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

7.4 Under all CAD HP NonStop Series hardware service plans, coverage will include:

- Perform corrective or scheduled preventive service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Seller's call intake center or the HP Nonstop Support Center (CTNSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP Customer Engineer and an alternate who will be responsible for providing service.
- Provide on an annual basis (i) equipment inventory of maintained HP NonStop Series hardware; and (ii) planning meeting to discuss the current Service Plans and Customer's future requirements.

Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # 003202-000

Date May 15, 2008

New Term Effective

Start July 1, 2008

End June 30, 2009

CUSTOMER:	Hidalgo County Sheriff's Office	BILLING AGENCY:	Hidalgo County Sheriff's Office
Address (1):	711 East Cibolo Road	Address (1):	711 East Cibolo Road
Address (2):		Address (2):	
CITY, STATE, ZIP CODE:	Edinburg, TX 78155	CITY, STATE, ZIP CODE:	Edinburg, TX 78155
CONTACT NAME:	Javier Chapa	CONTACT NAME:	Rosie Luna
CONTACT TITLE		CONTACT TITLE	Accounts Payable
TELEPHONE:	956-393-6000	TELEPHONE:	956-393-6024
FAX:		FAX:	
Email:		Email:	

For support on products below, please contact Customer Support at (800) 323-9949 Option 2, Option 6, then select the from the correct product prompts.

☐ PremierCAD™	☐ Motorola® Computer Aided Dispatch	☐ CAD HP NonStop™Series hardware
☐ RMS Infotrak™	☐ Offendertrak™	☐ Imagetrak™
☐ NetRMS	☐ CRIS – Predecessor to NetRMS	☐ Cruiser – FBR Replacement
☐ Customer Service Request System	☐ Case Management System	☐ License Permitting System
☐ Enhancements to Products	☐ Custom Software	☐ Integration Framework
☒ Premier MDC™	☐ TxMessenger™	☐ AirMobile™

MOTOROLA SOFTWARE SUPPORT ☐ GOLD / GOLDtrak ♦ 24 hours a day, 7 days a week PPM ♦ Supplemental Releases ♦ Standard Releases ♦ Technical Support Services ☒ SILVER / SILVERtrak ♦ 8 a.m.-5 p.m. Monday-Friday ♦ Supplemental Releases ♦ Standard Releases ♦ Technical Support Services	ANNUAL FEE \$ <u>N/A</u> \$ <u>25,769.00</u>	THIRD PARTY SERVICE PROVIDERS ☐ VENDOR NAME: ♦ Product Type/Description: ♦ Term Dates: ♦ Service Level -Hours of Coverage: -Response Time: -Onsite/Software/Parts: ♦ System ID # (if applicable):	ANNUAL FEE \$ <u>N/A</u>
MOTOROLA SOFTWARE SUPPORT TOTAL \$ 25,769.00		THIRD PARTY SERVICE PROVIDER TOTAL \$ N/A	

OTHER AVAILABLE OPTIONS ☐ Users Conference Attendance (\$2,650 per Attendee) • Registration fee • Roundtrip travel for event (booked by Motorola) • Hotel accommodations (booked by Motorola) • Rental car (booked by Motorola) • Daily meal allowance (determined by Motorola guidelines) ☐ Consulting Services - 8 Hour Blocks (plus travel fees) ☐ Other:	Year _____ Number Attendees Requested _____	ANNUAL FEE \$ <u>N/A</u> \$ <u>N/A</u> OTHER OPTIONS TOTAL \$ N/A

Prepared by: Elizabeth Collins, (714) 238-2079, WNVK36@motorola.com

FULL TERM FEE GRAND TOTAL* \$ 25,769.00

*Exclusive of taxes if applicable

Exhibit D
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

The following are Motorola's current billable rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the PPM.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$279 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$558 per hour, 2 hours minimum

Note: Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and/or materials will be quoted at the time of customer request for services.

subchapter in a fair and confidential manner.

(c) A county may receive bids or proposals under this subchapter in hard-copy format or through electronic transmission. A county shall accept any bids or proposals submitted in hard-copy format.

Added by Acts 2001, 77th Leg., ch. 1063, § 1, eff. Sept. 1, 2001.

§ 262.023. COMPETITIVE REQUIREMENTS FOR CERTAIN PURCHASES. (a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$25,000, the commissioners court of the county must:

- (1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;
- (2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or
- (3) comply with a method described by Subchapter H, Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through anticipation notes authorized by Chapter 1431, Government Code, or time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271).

(b-1) A county that complies with a method described by Subchapter H, Chapter 271, as provided by Subsection (a)(3), to enter into a contract for which payment will be made through anticipation notes authorized by Chapter 1431, Government Code, may not issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

- (1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or
- (2) \$10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689, § 1, eff. September 1, 2007.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

★ § 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract★

for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a) (7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a) (8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Elizabeth Collins
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Elizabeth Collins. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Motorola, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Premier MDC™ Software Support and Maintenance
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature

Elizabeth Collins

SWORN AND SUBSCRIBED TO under oath before me on _____ day of _____, 2008.

NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

all attached

COMPANY NAME: Motorola, Inc.

ADDRESS, CITY, STATE & ZIP CODE: 1250 North TUSTIN Ave Anaheim, Ca 92802

PHONE: (714) 238-2079 FAX NUMBER: (714) 237-0050 (FAX)

CONTACT NAME AND TITLE: ELIZABETH Collins, Contracts Specialist

WEB ADDRESS: Motorola.com EMAIL: WNVK36@motorola.com

FEDERAL TAX ID NUMBER: 36-1115800 TEXAS SALES TAX NUMBER: 1-33-0070547-5

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

2ND day of JULY, 2008 by
Date Month Year
(1) ELIZABETH COLLINS
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

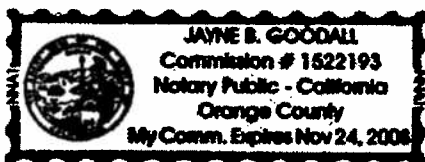
(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature

Jayne B. Goodall
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

AI-9866

17.M.1.

**Copier Purchase
CC REGULAR**

Date: 07/08/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Adult Probation

Information

CAPTION

Requesting authority to purchase a Canon Image Runner C4080I color copier from Copy Graphics, Inc. contract # DIR-SDD- 509 through our membership/participation with (DIR) Department of Information Resources-Req. # 134810 with a total amount of \$13,884.62 (81297423003200028743)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 81297423003200028743

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition No. 00134810 in the amt. of \$13,884.62.

Available balance in Basic Supervision- Office Equip. acct. as of 07/02/08 \$5,461.05

Attachments

Link: DIR Copier
Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2008 01:22 PM	APRV
2	Budget & Management	Veronica Lopez	07/02/2008 02:54 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/02/2008 03:07 PM	APRV
4	Auditor's Office	Linda Fong	07/02/2008 03:30 PM	APRV
5	Martha Salazar		07/03/2008 05:15 PM	NEW

Form Started By: Matilde Faz
Started On: 06/24/2008 09:55 AM
Final Approval Date: 07/03/2008

Req # 00134810

PO #

Date: 06/23/08

Bill To: x
 x

Vendor : 78174

COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956) 630-2628

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: D. SOLIS

Contract No:

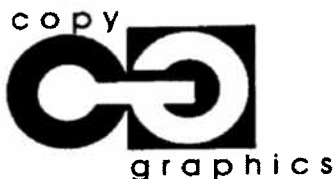
Special Instructions:

REQ.#576

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER CANON IMAGE RUNNER C4080I COLOR COPIER WITH 90 DAY WARRANTY. (STANDARD FEATURES & OPTIONS INCLUDED ATTACHED) DIR CONTRACT # DIR-SDD-509 Account No 8-1297-423-00-320-002-8-743 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <i>Asset # AA00 1862</i>	13,884.62 <u>Encumbrance</u> 13,884.62 Freight Total	13,884.62 13,884.62

DIR

Authorized By: _____



Reg # 134810

Visit us at www.copvgy.com
221 North Tenth St. McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133
2604 International Blvd. Brownsville, Texas 78520
Phone (956) 504-9354 Fax (956) 504-9873

P R O P O S A L

Company Name	Hidalgo County Adult Probation Dept	Contact	Adela
Address	PO Box 970	City/State/Zip	Edinburg, TX 78540
Tel / Fax	956-587-6004 / 956-318-2488	Date	June 9, 2008

1389B009AA - Canon ImageRunner C4080i Copier/Printer

Standard Features:

- Color Digital Copier/Printer
- 40 Pages/Min Black and White & 36 Page/Min Color
- Standard 100-Sheet Duplexing Automatic Feeder
- Dual 550-sheet Paper Cassettes + Bypass Feed 100-Sheet (up to 12"X18")
- Paper Weights (cassettes = 17lb Bond to 110lb Index)
- Standard Color Network ScanGear
- 600 dpi X 600 dpi Resolution
- Standard Color Universal Send (PDF Advanced & Security Feature Set)
- 10/100Base-TX Network Interface Connections & USB 2.0 Interface
- Standard UFR II, PCL
- Image Server Memory 80 GB HDD/ 1 GB RAM (Standard)
- Zoom Mode 25% - 400% (in 1% increments)
- Intuitive Color Touch Screen User Interface
- Standard Email & I-Fax

Options Included:

- 1423B004AA Plain Pedestal
- 1111B001AA Finisher-W1
- Starter Set-up supplies
- Surge protector

Price: *\$13,884.62
DIR Contract# DIR-SDD-509

Includes 1 hour of network installation.
Additional hours billed @ *\$85.00 per hour.

*Subject to applicable sales tax

SERVICE WARRANTY: 1st year, Total Service Plan available @ \$.0125 per b/w copy & \$.08 per color copies. Plan covers all parts, labor, mileage, and supplies (toner, drum); excludes staples and paper only.

This proposal is subject to change by either party. Upon reaching a final decision that is agreeable to both parties, an agreement will be executed.
Visit our website at www.copvgy.com for specifications and details.

David S. Valdez

Authorized Signature

Sales Representative

AI-10051

17.N.2.

**Professional Services for Sub Station - West side Facility
CC REGULAR**

Date: 07/08/2008

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

Presentation for discussion, consideration and approval of the nomination (of at least three (3) firms from the County's approved "Pool") for the purposes of scoring & grading, ranking by CC and negotiation of a professional engineering services contract for the provision of the following County obligations in connection with the construction of sub-station(s) for Hidalgo County:

Geotechnical survey West side facility:

Firms 1) _____; 2) _____; 3) _____;

Topographic survey West side facility:

Firms 1) _____; 2) _____; 3) _____;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-002-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance \$28,636.05 as of 07/03/08 on above mentioned possible funding account. RS

(Budget will need to identify funding source prior to the approval of the final negotiated contract.) NC

Attachments

Link: [Eng Pool](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/03/2008 03:26 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 03:43 PM	APRV
3	Rey Salazar	Rey Salazar	07/03/2008 04:03 PM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Nielda Cavazos

Started On: 07/03/2008 03:18
PM

Final Approval Date: 07/03/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	√	√							
#02	Flores Engineers 519 W. University Dr. Edinburg, TX 78539 Attn: Raul P. Flores, P. E., Owner (956) 287-7100 Fax: (956) 287-7108 E-mail: floresengineers@yahoo.com	√								
#03	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	√	√	√	√	√	√	√	√	
#04	KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	√					√		√	
#05	Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	√								
#06	Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	√		√			√			√ Construction Testing Materials
#07	Rodriguez Engineering 211 E. Wisconsin Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 383-3736 E-mail: atm1963@hotmail.com	√							√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: JANUARY 16, 2008	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2008</u> through <u>February 8, 2009</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#08	J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	√							√	
#09	Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	√					√ Landfill			
#10	R E Garcia and Associates 116 N. 12 th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, Owner (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	√					√		√	
#11	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	√					√		√	
#12	Professional Service Industries, Inc. 2020 N. Loop 499, Suite 302 Harlingen, Texas 78550 Attn: Rudy Martinez, Branch Manager (956) 423-6826 Fax: (956) 423-5735 E-mail: rudy.martinez@psiusa.com Web: www.psiusa.com	√	√	√			√			
#13	Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	√								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#14	R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	√							√	
#15	Quintanilla, Headley and Associates, Inc. 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	√					√		√	
#16	Sigler, Winston, Greenwood & Associates, Inc. 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail:	√	√				√	√		
#17	L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	√	√	√			√		√	
#18	Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	√	√				√		√	
#19	S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vice-President (956) 926-5000 Fax: (956) 994-0427 E-mail:	√	√		√	√	√	√	√	√ -GIS Services and Database Development.

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: **February 8, 2008 through February 8, 2009**

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#20	Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	√					√		√	√ GIS Applications
#21	DOS Logistics P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	√	√				√		√	
#22	AMBIOTEC GROUP 5420 PAREDES LINE RD. BROWNSVILLE, TEXAS 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	√					√			
#23	BARRERA INFRASTRUCTURE GROUP (BIG) 7001 North 10th Street, Suite 300 McAllen, Texas 78504 (956) 687-3355 Fax: (956) 992-8801 E-mail: rene@big-engineering.com	√							√	
#24	CRUZ-HOGAN CONSULTANTS 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 (956) 682-5022 Fax: (956) 682-5089 E-Mail: Ronnie@cruzhogan.net	√					√			√ Water & Wastewater Treatment Collection, & Distribution
#25	MGARCIA ENGINEEING 400 Nolana Suite D McAllen, Texas 78504 (956) 687-9421 Fax: 687-3211 E-Mail: mgarciaeng@gmail.com	√								
#26	TERRACON CONSULTANTS 1506 Mid-Cites Drive Pharr, Texas 78577 (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			√			√			√ Construction Testing Materials, & Facilities

AI-10037

18.A.

**Child Protective Court interdept transfer from Contingency
CC REGULAR**

Date: 07/08/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Child Protective Court:

Approval of 2008 interdepartmental transfer from Countywide Administration -
Contingency to Child Protective Court - Telephone (1100) in the amount of \$315.00.

BACKGROUND

To fund AT & T long distance charges for year end, \$15.00, and local monthly charges @
\$60.00 for five months. Total is \$315.00.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-41X-00-XX5-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-412-00-055-001-0-531 \$315.00, funds
available as of 7-3-08.

Attachments

Link: Child Protective Court
transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/03/2008 09:22 AM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 09:50 AM	APRV
3	Veronica Lopez	Veronica Lopez	07/03/2008 10:09 AM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Ivan Cantu
Started On: 07/03/2008 09:09 AM

Final Approval Date: 07/03/2008

AI-10052

18.B.

**IT Dept.- Common Integrated Justice System Software Package
CC REGULAR**

Date: 07/08/2008

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Tax Notes, 2007:

Approval of 2008 appropriation of funds for the Tax Notes, 2007-Common Integrated Justice System Software System (1302) in the amount of \$200,000.00.

BACKGROUND

This purchase is part of the Common Integrated Justice System Software System Software Package.

Fiscal Impact

Attachments

Link: [Budget Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Dina Trevino	07/03/2008 03:57 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	07/03/2008 04:30 PM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Dina Trevino			Started On: 07/03/2008 03:38 PM	
Final Approval Date: 07/03/2008				

DATE: 7/3/2008
DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive Officer
DEPARTMENT NAME: Budget & Management c/o Tax Notes 2007 - IT
ACCOUNT NUMBER: 8-1302-412-00-200-009-0
SUBJECT: Budget Amendments

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
8-1302-412-00-200-009-0 745	Computer Equipment	200,000.00
TOTAL BUDGET INCREASE REQUEST		\$ 200,000.00

REASON:

To purchase servers and switches as part of the Common Integrated Justice System software
 package.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-10046

18.C.

Interdept. Transfer for Mailing Services

CC REGULAR

Date: 07/08/2008

Submitted By: Veronica Lopez, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Mailing Services:

Approval of 2008 interdepartmental transfer from Countywide Administration-Contingency to Mailing Services - Contractual Services (1100) in the amount of \$26,100.00.

BACKGROUND

Transfer needed to fund contract (May-Dec.) with Upper Valley Mailing Services.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-41X-X0-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding availability is pending transfer AI-10045 in the amount of \$600,000.00.

Attachments

Link: [AI-10046 Transfer](#)

Link: [AI-10046 Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/03/2008 01:42 PM	APRV
2	Dale Kennan	Dale Kennan	07/03/2008 03:02 PM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Veronica Lopez

Started On: 07/03/2008 01:14 PM

Final Approval Date: 07/03/2008

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-07-115-12-11**

THIS CONTRACT is made and entered into this 11th day of December , 2007 by and between the **COUNTY OF HIDALGO, TEXAS ("County")**, and **Upper Valley Mail Services, LLP, a Limited Liability Partnership("Company")**.

WHEREAS, Company responded to request for bids for **"MAILING SERVICES "** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to various locations (as provided in Exhibit "A") within Hidalgo County for "Mailing Services". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Director or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 01, 2008 ending December 31, 2008 and may be extended at the sole discretion of County for an additional one (1) year term under the same rates, terms & conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

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

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

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

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

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

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

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

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

If to Company **Upper Valley Mail Services LLP
Attn: Patrick Hettler
1418 Beech Ste 109
McAllen, Texas 78501**

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

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____ 2007.

ATTEST:

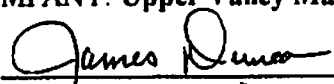

Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO

By: 

Juan D. Salinas, III, County Judge

COMPANY: Upper Valley Mail Services.

By: 

Printed Name: JAMES DUNCAN

Title: CO-DOWN

Approved by Commissioners' Court on December 11, 2007

Approved as to form:
Atlas & Hall, L.L.P

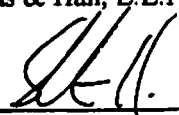
By: 

**EXHIBIT “A”
SPECIFICATIONS**

EXHIBIT "A"

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

SPECIFICATIONS

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

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

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

TERMS AND CONDITIONS

1. The initial term of the contract shall be for the period beginning January 1, 2008 and ending on December 31, 2008 and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.
2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.
3. The bidder who is awarded will ensure with a written guarantee that all qualifying mail is picked up and delivered promptly on a daily, and "as needed," basis.
4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.
5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

**EXHIBIT“B”
FEE SCHEDULE**

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

BID SHEET

MAILING SERVICES AND BAR CODING		
DESCRIPTION	PICK UP AND DELIVERY	BAR CODING
Price per Letter Picked Up:	- 0 -	\$ 0.055
Price per Package Picked Up:	- 0 -	- 0 -
Price per Bulk Picked Up:	- 0 -	\$.055
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:	- 0 -	\$ 0.03
Price per Federal Express Picked Up:	- 0 -	- 0 -
Price per Lone Star Overnight Picked Up:	- 0 -	- 0 -
Price per UPS Package Picked Up:	- 0 -	- 0 -
NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2008, subject to Commissioner's Court approval through December 31, 2008. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions. All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.		

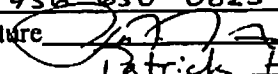
Bidders Name: Upper Valley Mail Services LLP
 Address: 1418 Beech Ave Ste 109
 City/State/Zip Code: McAllen TX 78501
 Phone Number: 956-668-7678
 Fax Number: 956-630-0825
 Authorized Signature: 
 Printed Name: Patricia Hettler
 Title: Co-owner
 Date: 11/20/07

**EXHIBIT “C”
INSURANCE**

Client#: 6

EVAL2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/20/07												
PRODUCER Hilb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Upper Valley Mail Services 105 E Upas 1418 Beech suite 109 (Business Address) McAllen, TX 78501		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Lloyds Insurance Company</td> <td>39357</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER C: Travelers Indemnity</td> <td>25682</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Lloyds Insurance Company	39357	INSURER B: Hartford Underwriters Ins Co	30104	INSURER C: Travelers Indemnity	25682	INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
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INSURER C: Travelers Indemnity	25682													
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	ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. JECT ☐ LOC	16605929B177TLC06	02/22/07	02/22/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
C		AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	BA5929B16507	02/22/07	02/22/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY ☐ ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	65WECGE8018	07/19/07	07/19/08	

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

The certificate holder is named as additional insured on the General Liability policy.
 Waiver of subrogation are included on general liability and workers compensation policies
 In favor of Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County
 2802 S Closer Blvd
 Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian E Lewis

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/21/08												
PRODUCER Hilb Rogal & Hobbs (956)882-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
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INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS									
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC	16605929B177TLC06	02/22/08	02/22/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000									
C		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	BA5929B16507	02/22/08	02/22/09	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$									
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$									
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$									
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If yes, describe under SPECIAL PROVISIONS below)	65WECGE8018	07/19/07	07/19/08	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000	
WC STATUTORY LIMITS	OTH-ER														
E.L. EACH ACCIDENT	\$500,000														
E.L. DISEASE - EA EMPLOYEE	\$500,000														
E.L. DISEASE - POLICY LIMIT	\$500,000														
		OTHER													

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

The certificate holder is named as additional insured on the General Liability policy.
Waiver of subrogation are included on general liability and workers compensation policies in favor of Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County-Auditors
2802 S Clossner Blvd
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian E. Lewis

AI-10045

18.D.

**Interfund transfer, Indigent Health (1249) to Co. Wide (1100)
CC REGULAR**

Date: 07/08/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Countywide Administration - Contingency
Approval of 2008 interfund transfer from Indigent Health Care Program (1249) to
Countywide Administration - Contingency (1100) in the amount of \$600,000.00.

BACKGROUND

Fiscal Impact

Attachments

Link: [interfund](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/03/2008 12:05 PM	APRV
2	Budget & Management	Veronica Lopez	07/03/2008 01:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/03/2008 02:31 PM	APRV
4	Auditor's Office		07/03/2008 05:15 PM	NEW

Form Started By: Ivan Cantu
Started On: 07/03/2008 11:50 AM

Final Approval Date: 07/03/2008

AI-10049

18.E.

Interdept. Transfer

CC REGULAR

Date: 07/08/2008

Submitted By: Veronica Lopez, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Information Technology Department:

Approval of 2008 interdepartmental transfer from Countywide Administration- Contingency to Information Technology Department- Software (1100) in the amount of \$12,000.00

BACKGROUND

Transfer needed to fund project management software with DAPTIV, Inc. (Vendor No. 359084).

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-XXX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 07/03/08 \$10,489.20. There is an interfund transfer in process to Contingency for \$600,000.00 (AI#10045)

Attachments

Link: [Interdept. Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/03/2008 03:17 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/03/2008 03:44 PM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Veronica Lopez			Started On: 07/03/2008 03:00 PM	
Final Approval Date: 07/03/2008				

DATE: July 3, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for IT
Dept.

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

2008

Transfer
AI-10049



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	(12,000.00)
TO		
8-1100-415-00-200-001-0- 747	Info Tech Dept- Software	12,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to Info Tech Dept- Software to fund project management software with DAPTIV, Inc. (Vendor No. 359084).

Approved by

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-10050

19.A.

set salary of Elec. Comm. Adm.

CC REGULAR

Date: 07/08/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on setting salary of Elections Administrator position.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/03/2008 03:17 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/03/2008 03:30 PM	APRV
3	Auditor's Office		07/03/2008 05:15 PM	NEW
Form Started By: Monica Badillo			Started On: 07/03/2008 03:10 PM	
Final Approval Date: 07/03/2008				

AI-9990

19.B.

**Courthouse Committee
CC REGULAR**

Date: 07/08/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Appointment of Courthouse Committee

BACKGROUND

for Relocation/Renovation Project including space allocation of Judicial Courts

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 08:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 10:23 AM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 02:18 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:20 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	07/03/2008 07:51 AM	APRV

Form Started By: Monica Badillo
Started On: 07/01/2008 05:23 PM
Final Approval Date: 07/03/2008

AI-9991

19.C.

**Appt of committee - travel & food policies
CC REGULAR**

Date: 07/08/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Appointment of Committee for the review and recommendations of the Travel Policy and Meal/Food Policy

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 08:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 10:22 AM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 02:18 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:20 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	07/03/2008 07:50 AM	APRV

Form Started By: Monica Badillo
Started On: 07/01/2008 05:26 PM
Final Approval Date: 07/03/2008

AI-9989

19.D.

457 Plan withdrawal

CC REGULAR

Date: 07/08/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on hardship withdrawal request for employee # 129488 and employee #037982.

BACKGROUND

Fiscal Impact

Attachments

Link: [request](#)

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 08:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/02/2008 10:20 AM	APRV
3	Auditor's Office	Linda Fong	07/02/2008 02:17 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2008 04:20 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	07/03/2008 07:50 AM	APRV

Form Started By: Monica Badillo

Started On: 07/01/2008 05:15 PM

Final Approval Date: 07/03/2008

08/01/2007 15:57 FAX 9552927089

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name Address 32 Home Phone No. Social Security No. 

SECTION I - Hardship

I understand that this withdrawal is necessary for my financial hardship, my financial need, my financial hardship, and all other non-recurring expenses of the Company. I understand that the withdrawal is taxable as ordinary income in the calendar year in which I receive it. In addition, unless I am at least 59-1/2 years of age or I use the funds withdrawn for expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

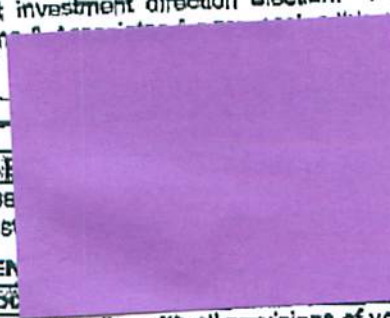
- ☒ Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- ☐ Purchase (excluding mortgage payments) of my principal residence.
- ☐ Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- ☐ The need to prevent eviction from or mortgage foreclosure on my primary residence.
- ☐ Funeral or burial expenses for my parent, spouse, child or dependent.
- ☐ Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ all Year-to-date deferrals \$ _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? Yes If so what was the amount taken \$ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X 

Date 7/1/08

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I am requesting a hardship distribution. This request is for the following reason:

SECTION III - Distribution Process

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(872) 980-7133

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 Plan

Participant Name

Lo

Address

3307 N.

✓ Mission, TX 78572

Social Security No.

46

Time Phone No

SECTION I - Hardship

I understand that this withdrawal is necessary for my financial hardship, the withdrawal is necessary for my financial need, distributions, other than this, and all other income under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal is taxable as ordinary income in the calendar year in which I receive it. In addition, I am at least 59-1/2 years of age or I use the funds withdrawn for expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- () Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- () Purchase (excluding mortgage payments) of my principal residence.
- () Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- () The need to prevent eviction from or mortgage foreclosure on my primary residence.
- () Funeral or burial expenses for my parent, spouse, child or dependent.
- () Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 100% Year-to-date deferrals

Total amount deferred since you initially joined the plan \$

Have you ever taken a hardship before?

If so what was the amount taken \$

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Slmpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X

Date _____

7/2/08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X

Date _____

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-10056

19.E.

Interlocal with DPS

CC REGULAR

Date: 07/08/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on Interlocal agreement between Hidalgo County and Texas Department of Public Safety (DPS).

BACKGROUND

As per Roy Cazares, DA's Office
Legal Counsel will provide Interlocal on Monday.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Angela Garcia	07/03/2008 05:21 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			
4	Court Administrator			
Form Started By: Angela Garcia		Started On: 07/03/2008 05:21 PM		

AI-10016

20.D.

Claim of Irma Castillo

CC REGULAR

Date: 07/08/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Claim of Irma Castillo.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 02:52 PM	APRV
2	Auditor's Office	Linda Fong	07/03/2008 09:06 AM	APRV
3	Purchasing Department	Marty Salazar	07/03/2008 01:22 PM	APRV
4	Court Administrator	Angela Garcia	07/03/2008 02:24 PM	APRV

Form Started By: Norma Silva

Started On: 07/02/2008 02:08 PM

Final Approval Date: 07/03/2008

AI-9970

20.E.

**Claim of Baldemar Bermea
CC REGULAR**

Date: 07/08/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Claim of Baldemar Bermea.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 08:36 AM	APRV
2	Auditor's Office	Linda Fong	07/02/2008 02:16 PM	APRV
3	Purchasing Department	Marty Salazar	07/02/2008 02:45 PM	APRV
4	Court Administrator	Angela Garcia	07/02/2008 04:02 PM	APRV

Form Started By: Norma Silva
Started On: 07/01/2008 02:05 PM
Final Approval Date: 07/02/2008

AI-10017

21.D.

Claim of Irma Castillo

CC REGULAR

Date: 07/08/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Claim of Irma Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 02:52 PM	APRV
2	Auditor's Office	Linda Fong	07/03/2008 09:06 AM	APRV
3	Purchasing Department	Marty Salazar	07/03/2008 01:22 PM	APRV
4	Court Administrator	Angela Garcia	07/03/2008 02:24 PM	APRV

Form Started By: Norma Silva

Started On: 07/02/2008 02:09 PM

Final Approval Date: 07/03/2008

AI-9971

21.E.

**Claim of Baldemar Bermea
CC REGULAR**

Date: 07/08/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Claim of Baldemar Bermea.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 08:36 AM	APRV
2	Auditor's Office	Linda Fong	07/02/2008 02:17 PM	APRV
3	Purchasing Department	Marty Salazar	07/02/2008 02:45 PM	APRV
4	Court Administrator	Angela Garcia	07/02/2008 04:02 PM	APRV

Form Started By: Norma Silva

Started On: 07/01/2008 02:06 PM

Final Approval Date: 07/02/2008
