AI-10077 **6.B.**

FY2008 Amended SDI Grant Contract
CC REGULAR

Date: 07/22/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached amended SDI Grant Contract #2008-024118, Attachment #001A, in the amount of $5,107.00 for a total award of $219,576.00 for the period 9/1/2007 to 8/31/2008.
2. Requesting authorization and approval of the attached SDI Grant Budget for the period 9/1/2007 to 8/31/2008 (Acct. #8-1293-441-00-340-018-8-XXX).

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Appropriation into object code 601 (see attached) within the Fiscal Year 8 SDI Grant (1293). Total amount of the appropriation is $5,107.00 (due to Contract Change Notice #001A, which stipulates an increase in the maximum billing allowable from $214,469.00 to $219,576.00 by the Hidalgo County Health Department).

Attachments

Link: FY08 SDI Contract
Link: AI10077 Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 07:44 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/11/2008 08:34 AM	APRV
3	Auditor's Office	Linda Fong	07/16/2008 08:04 AM	APRV
4	Manuel Chapa	Manuel Chapa	07/16/2008 08:26 AM	APRV
5	Purchasing Department	Marty Salazar	07/16/2008 02:04 PM	APRV
6	Court Administrator	Angela Garcia	07/16/2008 04:22 PM	APRV

Form Started By: Dan Beltran — Started On: 07/07/2008 04:36 PM

Final Approval Date: 07/16/2008

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH & HUMAN SERVICES_ (Contractor) agree to amend the Program Attachment # _001_ (Program Attachment) to Contract # _2008-024118_ (Contract) in accordance with this Amendment No. 001A : CHS - Prenatal Services_, effective _06/24/2008_ .

This Amendment is necessary because of an increase due to realignment of FY08 funds._

Therefore, DSHS and Contractor agree as follows: SECTION VII. BUDGET: Total payments will not exceed ~~$214,469.00.~~ $219,576.00.

Department of State Health Services

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DATE: July 7, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

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

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

Honorable Commissioner's Court of Hidalgo County

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1293-441-00-340-018-8-601	Office Supplies	$ 5,107.00
Revenue Account # 8-1293-334-10-340-018-8-000	SDI Revenues	$ 5,107.00
	TOTAL BUDGET	$ 5,107.00

INCREASE REQUEST $

Revenue Account #

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

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-10108 **6.C.**

CIHCP

CC REGULAR

Date: 07/22/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program:
1. Approval to pay invoices submitted by UTMB Faculty Group Practice for health care services provided to the Indigent Health Care Program in the amount of $344.75 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
2. Approval to pay invoices submitted by UTMB at Galveston for health care services provided to the Indigent Health Care Program in the amount of $18,349.32 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
3. Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program no 004 to program no 003 in the amount of $18,694.07

BACKGROUND

PAYMENTS WILL BE DEDUCTED FROM 4TH QUARTER UPL DRAWDOWN

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-003-8-899
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of interdept. transfer in the amount of $18,694.07

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-8-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer from Program 004 to 003 in the amount of $18,694.07. Available balance as of 7/10/08 $4,232,370.12

Attachments

Link: REPORT
Link: interdept. transfer
Link: attestation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/09/2008 03:49 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/11/2008 08:55 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Dairen Sarmiento

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

Final Approval Date: 07/18/2008

MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH
902983	UTMB FACULTY GROUP PRACTI	5/21/2008	$75.00	$26.25	FY08-42UTMB
967098	UTMB FACULTY GROUP PRACTI	5/21/2008	$75.00	$26.25	FY08-42UTMB
510036	UTMB FACULTY GROUP PRACTI	6/20/2008	$650.00	$227.50	FY08-42UTMB
510036	UTMB FACULTY GROUP PRACTI	5/16/2008	$110.00	$38.50	FY08-42UTMB
6745	UTMB FACULTY GROUP PRACTI	6/12/2008	$170.00	$0.00	FY08-42UTMB
6745	UTMB AT GALVESTON	6/12/2008	$305.00	$0.00	FY08-42UTMB
254590	UTMB FACULTY GROUP PRACTI	6/19/2008	$35.00	$12.25	FY08-42UTMB
254590	UTMB FACULTY GROUP PRACTI	6/18/2008	$40.00	$14.00	FY08-42UTMB
510036	UTMB AT GALVESTON	5/16/2008	$205.00	$71.75	FY08-42UTMB
9604	UTMB AT GALVESTON	5/23/2008	$46,999.14	$16,449.70	FY08-42UTMB
014185	UTMB AT GALVESTON	5/16/2008	$4,991.50	$1,747.02	FY08-42UTMB
902983	UTMB AT GALVESTON	5/21/2008	$150.00	$52.50	FY08-42UTMB
967098	UTMB AT GALVESTON	5/21/2008	$81.00	$28.35	FY08-42UTMB
			$53,886.64	$18,694.07	

DATE: July 10, 2008

AI#10108

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Indigent Health Care Program

ACCOUNT NUMBER: 8-1249-444-00-240-00X-8- XXX

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1249-444-00-240-004-8- 843	UPL FY 2007-2008- AID TO NONGOVT AGENCY	(18,694.07)
TO		
8-1249-444-00-240-003-8- 899	INDIGENT FY 2007-2008- CONTINGENCY	18,694.07
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund UTMB Faculty Group Practice and UTMB at Galveston in the amount of $18,694.07

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on July 22, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office — $18,694.07
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report — $18,694.07
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Karen Sarmiento — 7-11-08

Approved by Human Services Director — Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

AI-10149 6.D.

Health Division - FY09 Bioterrorism Grant

CC REGULAR

Date: 07/22/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached Bioterrorism Grant Contract #2008-027988, Attachment #001, in the amount of $504,053.00 for the period 8/1/2008 to 7/31/2009.
2. Requesting authorization and approval of the attached Bioterrorism Contract Budget and Salary schedules for the period 8/1/2008 to 7/31/2009 (Acct #8-1293-441-00-340-013-9-XXX).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-013-9-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1293-441-00-340-013-9-XXX Appropriation of funds in the amount of $504,053.00 for the Bioterrorism Grant for FY 2009. (Please refer to attached BA and Contract). Contract term is from 8-1-08 through 7-31-09.

Revenue Acct: 8-1293-334-10-340-013-8-000 - TDH PHPSB Revenues

Attachments

Link: Bio Contract
Link: Bio Salary
Link: Bio Budget 10149

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/14/2008 01:45 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/16/2008 09:43 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Dan Beltran — Started On: 07/14/2008 11:50 AM

Final Approval Date: 07/18/2008

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number **2008-027988** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **$504,053.00,** and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on **08/01/2008** and ends on **07/31/2009.** DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2008-027988-001 CPS-BIOTERRORISM PREPAREDNESS

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

DOCUMENT NO. 2008-027988-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000339706

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS

TERM: 08/01/2008 THRU: 07/31/2009

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 9 Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154) designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

CONTRACTOR shall continue to address the following CDC Public Health Emergency Preparedness (PHEP) Goals:

- **Goal 1 – Prevent:** Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
- **Goal 2 – Prevent:** Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
- **Goal 3 – Detect/Report:** Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food, or environmental samples that cause threats to the public's health.
- **Goal 4 – Detect/Report:** Improve the timeliness and accuracy of information regarding threats to the public's health as reported by clinicians and through electronic early event detection in real time to those who need to know.
- **Goal 5 – Investigate:** Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
- **Goal 6 - Control:** Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.
- **Goal 7 - Recover:** Decrease the time needed to restore health services and environmental safety to pre-event levels.
- **Goal 8 – Recover:** Increase the long-term follow-up provided to those affected by threats to the public's health.
- **Goal 9 – Improve:** Decrease the time needed to implement recommendations from after-action reports following threats to the public's health.

CONTRACTOR will support the following Department of State Health Services (DSHS) Health and Medical Priority Projects for FFY08:

- Countermeasure Distribution
  - **Contractor shall document the following evidence-based benchmarks and objective standards:**
    - Demonstrate capability to dispense material during a public health emergency to include:
      - Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR) by completing required plans, procedures, memorandums of agreement for resources needed, and rosters of staff and/or volunteers for response.
      - Conduct at least two (2) POD drills and submit corresponding documentation by July 31, 2009. These drills will include staff call down and at least one of the following: site activation, facility set-up, dispensing, and/or modeling of throughput.
  - Identify priority group members within the jurisdictional population for pandemic influenza countermeasure distribution.
  - If required to participate in the Countermeasure Response Administration (CRA) 2008 Pandemic Influenza Vaccine Administration Exercise, provide required documentation regarding 2008 seasonal influenza mass vaccination clinics.
- Disease Surveillance
  - Improve disease surveillance by assisting hospital and reference laboratories processing of electronic messages to increase the number of laboratory observations in the National Electronic Disease Surveillance System (NEDSS)
- Tactical Communications
  - Improve local public health capabilities in redundant communication methods including use of mobile radio communications that are interactive with local and regional emergency first responders.
  - Developing communication caches within Health Service Regions that can be used at a location that has suffered a significant emergency event.
- All Hazards Planning
  - Assist if needed in completing the Medical Special Needs appendix to Annex H of the State of Texas Emergency Management Plan
- Workforce Training
  - Facilitate competency based educational activities.

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006, and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an interlocal agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

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

- Budget Period 9 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated September 21, 2007);
- CDCs Local Emergency Preparedness and Response Inventory;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007-FY2010), attached as Exhibit A;
- Contractor's SFY09 Applicant Information and Budget Detail for SFY09 base cooperative agreement; and
- Preparedness Program Guidance(s) as provided by DSHS.

Contractor shall coordinate activities and response plans within the jurisdiction, with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county with the first (1st) Quarterly report. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare after-action reports, documenting and

correcting any identified gaps or weaknesses in preparedness plans identified during exercises, in a format specified by DSHS.

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

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
- Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
- Reporting immediately all illness resulting from bioterrorism, and chemical and radiological emergencies or other unusual events and data aberrations as compared to background surveillance data to DSHS regional office or to DSHS by calling 512-458-7219, 512-458-7228, 512-789-9033, or 512-826-7638.

Contractor shall coordinate all risk communication activities with DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

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

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2008 – FY2009).

Contractor shall document the following evidence-based benchmarks and objective standards:

- Demonstrated capability to notify primary, secondary, and tertiary staff to cover all incident management functional roles during a complex incident.
- Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR).

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

One (1) renewal dependent upon funding availability.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: *CFDA #* 93.283

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

> Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

> DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

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

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

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section,** is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Equipment Purchases Section,** is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

2008-027988-001

Categorical Budget:

PERSONNEL	$358,710.00
FRINGE BENEFITS	$110,735.00
TRAVEL	$3,306.00
EQUIPMENT	$0.00
SUPPLIES	$1,724.00
CONTRACTUAL	$0.00
OTHER	$29,578.00
TOTAL DIRECT CHARGES	$504,053.00
INDIRECT CHARGES	$0.00
TOTAL	$504,053.00
DSHS SHARE	$504,053.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $504,053.00

Financial status reports are due: 12/01/2008, 03/02/2009, 06/01/2009, 10/01/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2008-027988

Application or Contract Number

HIDALGO COUNTY HEALTH DEPARTMENT

Organization Name

HIDALGO COUNTY HEALTH HUMAN SERVICES DEPARTMENT
BIOTERRORISM GRANT EMPLOYEE SALARY SCHEDULE
8-1293-441-00-340-013-9

Term: 8/1/2008 - 7/31/2009

Slot #	Employee Name	Employee Title	Salary 8/1/2008 12/31/2008	Salary 1/1/2009 7/31/2009	Salary for 12 month Grant Period
013-0001		Public Health Prep Coord	$ 23,561.25	$ 34,635.04	$ 58,196.29
013-0005		SNS Coordinator/Planner	$ 17,257.50	$ 25,368.53	$ 42,626.03
013-0007		LVN-Surveillance	$ 17,257.50	$ 25,368.53	$ 42,626.03
013-0008		LVN-Surveillance	$ 17,257.50	$ 25,368.53	$ 42,626.03
013-0010		Risk Communication Plar	$ 11,776.67	$ 17,311.70	$ 29,088.37
013-0011		Technician II-Surveillance	$ 11,776.67	$ 17,311.70	$ 29,088.37
013-0009		HAN	$ 15,671.67	$ 23,037.46	$ 38,709.13
013-0004		Community Prep.Liaison	$ 19,078.33	$ 28,045.15	$ 47,123.48
013-0012		Neds Technician	$ 11,589.58	$ 17,036.69	$ 28,626.27
	Bio-Terrorism Salary		**$145,226.67**	**$213,483.33**	**$358,710.00**
	FICA	7.65%	$ 11,109.84	$ 16,331.47	$ 27,441.32
	Retirement	8.92%	$ 12,954.22	$ 19,042.71	$ 31,996.93
	Unemployment	0.50%	$ 726.13	$ 1,067.42	$ 1,793.55
	Worker's Comp.	3.27%	$ 4,748.91	$ 6,980.90	$ 11,729.82
	Health Insurance	$4,164/Yr.			$ 37,476.39
	Life Insurance	$33/Yr.			$ 297.00
	Bio Fringe Benefit		**$ 29,539.10**	**$ 43,422.51**	**$110,735.00**
	Bio-Terrorism Sal/FB		**$174,765.77**	**$256,905.84**	**$469,445.00**

DATE: July 10, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-013-9 (Bioterrorism Grant Contract)

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

Honorable Commissioner's Court of Hidalgo County

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8 1293 441 00-340-013-9-113	Salaries F/T Employees	$	358,710 00
8 1293 441 00-340-013-9-220	FICA	$	27,441 00
8 1293 441 00-340-013-9-230	Retirement	$	31,997 00
8-1293-441-00-340-013-9-250	Unemployment Comp	$	1,794 00
8 1293-441-00-340-013-9-260	Workers Comp	$	11,730 00
8 1293 441 00-340-013-9-211	Health Insurance	$	37,476 00
8 1293-441 00-340-013-9-212	Life Insurance	$	297 00
8 1293 441-00-340-013-9-413	Electronic Surveillance & Security	$	462 00
8 1293-441-00-340-013-9-434	Repair & Maintenance - Vehicles	$	500 00
8-1293-441-00-340-013-9-442	Equipment & Vehicles Rentals	$	6,588 00
8 1293-441-00-340-013-9-531	Telephone	$	10,212 00
8 1293 441-00-340-013-9-532	Cell Phone	$	5,376 00
8 1293 441 00 340-013-9-534	Internet	$	4,440 00
8-1293-441-00-340-013-9-581	Travel In County	$	150.00
8-1293-441-00-340-013-9-583	Travel Out Of County	$	3,156.00
8 1293 441 00-340 013-9-584	Registration Fees	$	1,000 00
8 1293-441-00-340-013-9-601	Office Supplies	$	1,000.00
8 1293-441-00-340 013-9-602	Paper Supplies	$	724 00
8 1293-441 00-340-013-9-682	Gasoline/Diesel Fuel	$	1,000 00
Revenue Account #			
8-1293-334-10-340-013-8-000	TDH PHPSB Revenues		504,053.00
	TOTAL BUDGET	$	504 053 00

INCREASE REQUEST $

Revenue Account #

REASON Implement Bioterrorism Grant Budget for the period 8/1/2008 - 7/31/2009

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-10254 **7.A.**

Funeral Escorts
CC REGULAR

Date: 07/22/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Constable Pct. #3 - Larry Gallardo
Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion regarding funeral escorts

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact implied.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/18/2008 10:02 AM	APRV
2	Dale Kennan	Dale Kennan	07/18/2008 10:10 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/18/2008 09:45 AM	
Final Approval Date: 07/18/2008				

AI-10259 **8.A.**

polling locations

CC REGULAR

Date: 07/22/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Elections Administration

Information

CAPTION

Discussion and approval of Polling Location sites for Early Voting & Election Day for the November General Election

BACKGROUND

Fiscal Impact

Attachments

Link: list

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/18/2008 04:24 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/18/2008 04:26 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/18/2008 03:57 PM	
Final Approval Date: 07/18/2008				

FROM - Oct. 20 to Oct 31, 2008 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

November 4, 2008 – GENERAL ELECTION
EARLY VOTING SCHEDULE

Dates		Hours
Monday	October 20, 2008	7:00 A.M.—7:00 P.M.
Tuesday	October 21, 2008	7:00 A.M. -- 7:00 P.M.
Wednesday	October 22, 2008	7:00 A.M. -- 7:00 P.M.
Thursday	October 23, 2008	7:00 A.M. -- 7:00 P.M.
Friday	October 24, 2008	7:00 A.M. -- 7:00 P.M.
Saturday	October 25, 2008	7:00 A.M. —7:00 P.M.
Sunday	October 26, 2008	10:00 A.M. -- 3:00 P.M.
Monday	October 27, 2008	7:00 A.M. -- 7:00 P.M.
Tuesday	October 28, 2008	7:00 A.M, -- 7:00 P.M.
Wednesday	October 29, 2008	7:00 A.M. -- 7:00 P.M.
Thursday	October 30, 2008	7:00 A.M. -- 7:00 P.M.
Friday	October 31, 2008	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS

EDINBURG SUB
ELECTIONS OFFICE
101 South 10th Ave.
Edinburg, Texas

McALLEN SUB
"OLD" CITY HALL
311 North 15th St.
McAllen, Texas

McALLEN SUB
LARK COMM. CENTER
2601 Lark Ave.
McAllen, Texas

McALLEN SUB
PALMER PAVILION
301 East Hackberry
McAllen, Texas

McALLEN SUB
PALMVIEW COMM. CTR.
3401 Jordan Ave.
McAllen, Texas

PHARR SUB
JOSE PEPE SALINAS CTR.
1011 W. Kelly
Pharr, Texas

MERCEDES SUB
CITY HALL
400 South Ohio
Mercedes, Texas

SAN JUAN SUB
FIRE STATION #2
2301 N. Longoria Road
San Juan, Texas

LAS MILPAS SUB
LAS MILPAS COMM. CTR.
7107 South Cage
Las Milpas, Texas

LA JOYA SUB
HOUSING AUTHORITY
945 S. Leo Ave
La Joya, Texas

DELTA AREA SUB
ELSA FIRE STATION
216 E. 4th
Elsa, Texas

DONNA SUB
AMIGOS DEL VALLE CTR.
1408 Silver Avenue
Donna, Texas

DONNA SUB
BOYS & GIRLS CLUB
307 Miller Ave.
Donna, Texas

HIDALGO SUBSTATION
CITY HALL
704 E. Texano
Hidalgo, Texas

PALMHURST
FAITH BAPTIST CHURCH
4301 N. Shary Road
Mission, Texas

MISSION SUB
COMMISSIONER PCT. #3 OFC.
724 N. Breyfogle Road
Palmview, Texas

MISSION SUB
CITY HALL
1201 E. 8th
Mission, Texas

ALTON SUB (new location)
'NEW" CITY HALL
509 S. Alton Blvd. (Conway)
Alton, Texas

PROGRESO SUB
PROGRESO COMM. CTR.
1 Mi. N. Military 281 from FM 1015
Progreso, Texas

EDINBURG SUB (new location)
HIDALGO CO. "OLD" ADMIN. BLDG.
100 N. Closner (old tax office)
Edinburg, Texas

EDINBURG SUB
UT-PAN AMERICAN
1201 W. University Drive (Library)
Edinburg, Texas

WESLACO SUB
"NEW" CITY HALL
255 S. Kansas Ave.
Weslaco, Texas

WESLACO SUB
SUNRISE HILL PARK
Mile 11 b/w FM 1015 & FM 491
Weslaco, Texas

SHARYLAND SUB
FIRE STATION
1804 N. Shary Road
Mission, Texas

ALAMO SUB (new location)
ALAMO PUBLIC LIBRARY
416 N. Tower Road
Alamo, Texas

SULLIVAN CITY SUB
FIRE STATION
500 Cenizo
Sullivan City, Texas

********CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION*******

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update: 7/10/08)

GENERAL ELECTION
NOVEMBER 4, 2008
MOBILE #1
EARLY VOTING SCHEDULE

DATES	LOCATION	HOURS
MONDAY /Oct. 20.	Edinburg Towers 201 N. 13th Edinburg, Tx	8:00 a.m.-3:00 p.m.
TUESDAY /Oct. 21.	John Knox Village 1300 S. Border Weslaco, Tx	9:00 a.m. - 3:00 p.m.
WEDNESDAY/Oct. 22.	Amigos Del Valle 1210 E. Kuhn St. Edinburg, Tx	8:30 a.m.-3:00 p.m.
THURSDAY/Oct. 23.	Valley Grande Manor 1212 S. Bridge Ave. Weslaco, Tx	9:00 a.m. - 3:00 p.m.
FRIDAY/Oct. 24.	Edinburg Nursing Center 5215 S. Sugar Rd. Edinburg, Tx	8:30 a.m. – 3:00 p.m.
SATURDAY/Oct. 25.	Edinburg Medical Center 2102 W. Trenton Edinburg, Tx	8:30 a.m. - 3:00 p.m.
MONDAY/Oct. 27.	Mi Gente 5510 N. Cage Ste. N Pharr, Tx	8:30 a.m. – 3:00 p.m.
TUESDAY/Oct. 28.	San Juan Nursing Home 300 N. Nebraska San Juan, Tx	9:00 a.m. – 3:00 p.m.
WEDNESDAY/Oct. 29.	Brookridge Ret. Res. 1001 W. Ridge Pharr, Tx	9:00 a.m. – 3:00 p.m.
THURSDAY/Oct. 30.	Del Pueblo 700 Park Ave. Palmview, Tx	8:30 a.m. – 3:00 p.m.
FRIDAY/Oct. 31.	Pueblo Alegre 719 N. 23rd Mcallen, Tx	8:30 a.m. – 3:00 p.m.

GENERAL ELECTION
NOVEMBER 4, 2008
MOBILE #2
EARLY VOTING SCHEDULE

DATES	LOCATION	HOURS
MONDAY /Oct. 20.	New Age Daycare 2701 Cornerstone Blvd Edinburg, Tx	9:00 a.m.-3:00 p.m.
TUESDAY /Oct. 21.	Heritage Village 2105 S. Cynthia Ave. Mcallen, Tx	9:00 a.m. - 3:00 p.m.
WEDNESDAY/Oct. 22.	Las Palmas Center 1301 E. Quebec Ave. Mcallen, Tx	8:30 a.m.-3:00 p.m.
THURSDAY/Oct. 23.	Amigos Del Valle 1210 E. Kuhn St. Edinburg, Tx	8:30 a.m.-3:00 p.m.
FRIDAY/Oct. 24.	Siesta Retirement Village #294 S. FM Rd. 1015 Weslaco, Tx	9:00 a.m. - 3:00 p.m.
SATURDAY/Oct. 25.	Southern Comfort 1505 S. Airport Dr. Weslaco, Tx	9:00 a.m. – 3:00 p.m.
MONDAY/Oct. 27.	Mi Tesoro 315 N. Broadway Elsa, Tx	9:00 a.m. – 3:00 p.m.
TUESDAY/Oct. 28.	Retama Nursing Center 1505 S. Closner Edinburg, Tx	9:00 a.m. – 3:00 p.m.
WEDNESDAY/Oct. 29.	Bridges 5208 S. Sugar Edinburg, Tx	9:00 a.m. – 3:00 p.m.
THURSDAY/Oct. 30.	Un Dia a la Vez 5201 N. Raul Longoria San Juan, Tx	8:30 a.m. – 3:00 p.m.
FRIDAY/Oct. 31.	Mis Abuelitos Adult Day Care 2306 E. Freddy Gonzalez Edinburg, Tx	9:00 a.m. – 3:00 p.m.

UPDATED

7/10/2008

NOVEMBER 4, 2008 GENERAL ELECTION
ELECTION DAY POLLING LOCATIONS
HIDALGO COUNTY, TEXAS
POLLS OPEN 7:00 A.M. TO 7:00 P.M.

PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
3	Donna	A. Ochoa Elementary	424 S. 11th St.	Portable Bldg. on South Side #33
4 & 118	San Juan	Austin Middle School	804 S. Stewart Rd.	Portable Bldg. 8 & 9
5 & 137	Pharr	Las Milpas Comm. Center	7101 S. Cage Blvd.	Community Hall
7 & 139	McAllen	Palmer Pavilion	301 E. Hackberry	Entrance
8	McAllen	Fields Elementary	500 Dallas Avenue	OLD gym
9	Mission	Mims Elementary School	200 E. 2 Mile Road	Cafeteria
10 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
11 & 131	La Joya	Housing Authority	945 S. Leo Avenue	Community Room
12	Granjeno	Granjeno City Hall	6603 S. FM 494, Mission	Conference Room
107 & 13	Edinburg	South Middle School	601 W. Freddy Gonzalez	Main School Entrance
14	Edinburg	Jefferson Elementary School	904 S. 12th St.	Main Entrance
16 & 79	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave.	Station Entrance
17	La Villa	La Villa High School	200 W. Hwy 107	Auditorium
18	Hargill	Hargill Elementary School	11 Miles N. of Edg. On Hwy 281	Main Entrance
19	San Manuel	St. Anne Church	North 281	Main Entrance
20	Hidalgo	Hidalgo City Hall	704 E. Texano	Council Chambers
22	Weslaco	STC MidValley Campus	400 N. Border	New Library, Bldg. E Rm. 121
24 & 76	McCook	McCook Building	Hwy 281-20 miles W. on FM 490	Main Lobby
26 & 27	McAllen	Old City Hall	311 N. 15th St.	Foyer - West Side
30	Edinburg	Edinburg North High School	3101 North Closner	Main Entrance Lobby
31	Edinburg	Memorial Middle School	3105 N. Doolittle Road	Main Entrance
32, 1 & 85	Mercedes	Mercedes City Hall	400 S.Ohio Avenue	Commissioners Room
33	Monte Alto	Monte Alto Community Center	1st & Elizabeth St.	Community Center
136, 34, 135	McAllen	Jackson Elementary School	501 Harvey	Foyer - South Side
35 & 6	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
36 & 25	Pharr	Liberty Middle School	1212 N Fir St.	Main Etntrance
37 & 66	McAllen	Crockett Elementary School	2112 N. Main St.	Cafeteria
38 & 63	Sharyland	Fire Station	1804 N. Shary Road	Main Entrance Lobby
39	San Juan	Garza-Pena Elementary School	230 E. Sgt. Leonel Trevino	Cafeteria
40	Progreso	Progreso Community Center	1 Mi. N. Military 281 from FM 101	Main Entrance
43 & 104	San Carlos	San Carlos Elementary School	1/2 Mi. S. of E. Hwy. 107 on 3rd St	Main Building Entrance S. Side
45 & 87	Donna	W.A. Todd Middle School	400 N. Salinas Blvd.	Room 132
46	Mercedes	Taylor Zachary	900 N. Missouri	Cafeteria
47	McAllen	Thigpen Elementary School	520 S. 23rd St.	Cafeteria
48	McAllen	Palmview Community Center	3401 Jordan Avenue	Exercise Room
49 & 138	McAllen	Retama Village Center	2301 Jasmine Avenue	Community Hall E. Side Entrance
50 & 132	Penitas	JFK Elementary in La Joya ISD	1801 Diamond Avenue	Main Entrance
51	Sullivan	Fire Station	500 Cenizo Drive	Main Entrance
53 & 110	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Main School Entrance
54, 74 & 129	McAllen	Cayetano Cavazos Elementary	1501 W. Freddy Gonzalez	Teacher's Lounge
55	Donna	B.G. Guzman Elementary	500 S. D. Salinas Blvd.	Teacher's Workroom
56 & 121	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
57	Weslaco	County Commissioner Pct. #1	1902 Joe Stephens Avenue, #100	Lounge/Conference Rm.
42, 58 & 21	Weslaco	Los Pentecostales de Weslaco	502 W. Sugarcane Drive	Sanctuary

PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
60, 142	Pharr	PSJA North High School	500 E. Earling Rd.	Lobby
143 & 144				
61	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
65	McAllen	Dr. Castañeda Elementary	4100 N. 34th St.	Gym
68	Lull	Capilla De San Jose Church	4401 Flores St.	Main Entrance
69	N. Edinburg	Camp Loma de Vida	12505 N. Hwy 281	
73,62 & 140	McAllen	Gonzalez Elementary School	201 E. Martin	Main Entrance
123, 77 & 130	Alamo	Alamo Community Building	130 S. 8th	Main Entrance
78	Palmview	Co. Commissioner Pct. #3 Ofc.	724 Breyfogle Road	Main Entrance
81	McAllen	Lark Community Center	2601 Lark Avenue	Exercise Room
83 & 84	Sharyland	John S. Shary Elementary	2300 N. Glasscock	Cafeteria
88	Alton	NEW City Hall	509 S. Alton Blvd. (Conway)	Community Meeting Room
90 & 15	Elsa	John F. Kennedy School	500 W. 9th	Room H-5
91	Alamo	Templo Inspiracion Pentecostes	2 1/2 Miles South Tower Road	Cafeteria
92 & 41	Weslaco	Sunrise Hill Park Pavilion	Between Baseline 1015 on Mi. 11 N	Main Building
94 & 128	Mission	Our Lady of Guadalupe Church	620 Dunlap	Parish Hall
95	McAllen	Roosevelt Elementary School	4801 S. 26th St.	Gym
96 & 72	McAllen	Rayburn Elementary	7000 N. Main	Cafeteria
97	McAllen	Seguin Elementary	2200 N. 29th St.	Cafeteria
98 & 28	Mission	Kenneth White Jr. High	1101 West Griffin Parkway	Library
99, 64 & 133	La Joya	Kika De La Garza School	5441 N. La Homa Road	Main Entrance
100 & 29	La Joya	EB Reyna Elemebtary	3 Miles W. Mission on Exp. 83	Main Entrance
101	Palmhurst	Faith Baptist Church	4301 N. Shary Road	Gym
103	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
105	Edinburg	B.L. Garza Middle School	1202 N. MonMack Road	Health Rms 602 & 603
106 & 52	Edinburg	Canterbury Elementary School	2821 W. Canton Road	Gym
108	Edinburg	Lincoln Elementary School	1319 E. Lovett St.	Gym
109	Edinburg	Edinburg Fire Station	212 W. McIntyre St.	Training Room
111 & 2	Weslaco	Old Weslaco City Hall	500 S. Kansas	Commissioners Chambers
112	Weslaco	NEW City Hall	255 S. Kansas	Conf. Room B/Planning Dept
113	Weslaco.	Stephen F. Austin School	514 W. 4th St.	USDA Building
114 & 71	Weslaco	St. Pius X Catholic Church	600 S. Oklahoma	Parish Hall
115	Pharr	Buckner Elementary	1001 N. Fir	Main Entrance/Lobby
116	Pharr	Nomad Shrine Club	1044 W. Nolana	Main Room
117 & 59	San Juan	San Juan Fire Station #2	2301 N. Longoria Road	Meeting Room
119 & 70	Elsa	Elsa City Fire Station	214 E. 4th St.	Meeting Room
120 & 23	Donna	Boys and Girls Club	307 Miller	Southwest Corner Room
122	Pharr	Valley View Dist. Conf. Room	6 1/2 Miles South Jackson Road	Training Room
125, 75 & 89	Mission	Salinas Elementary School	6 3/4 Miles North Conway	Cafeteria
127,126 & 44	Alamo	Franklin Elementary School	814 Birch St.	Room #17
34, 67, 124 & 141	McAllen	Milam Elementary School	3800 N. Main St.	South East Hallway

AI-10116 **9.A.**

Partnership Agreement with STC
CC REGULAR

Date: 07/22/2008
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Brenda Garza
Department: COUNTY JUDGE
Agenda Area: Emergency Services Division

Information

CAPTION

Discussion, consideration, and approval of Partnership Agreement with South Texas College.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: STC Partnership Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/10/2008 08:00 AM	APRV
2	Erika Reyna	Erika Reyna	07/10/2008 08:30 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Brenda Garza			Started On: 07/09/2008 04:17 PM	
Final Approval Date: 07/18/2008				

Partner Agreement 2: Local or State Emergency Management Coordinating Body (page 3 of 3)

Name of Higher Education Institution:
South Texas College
Below is a signature from a representative of the local or State emergency management coordinating body for the locality in which my campus is located:

Signature:_____

Hidalgo County Judge Emergency Management:

Title of Signatory:
_____

Date: _____

Description local or State emergency management coordinating bodies roles and responsibilities in reviewing and improving the campus-based plan and supporting the EMHE grant project:

South Texas College is located in the County of Hidalgo, Texas. The County works closely with the college and, within this grant provided by the Department of Education, will coordinate it's resources with those of the College to develop and fully integrate a campus based all hazards emergency plan that takes into account the four phases of emergency management (Prevention/Mitigation, Preparedness, Response, and Recovery) and the unique threats associated with Border campuses.

To meet the absolute priority for this grant, the County and the College will collaborate with each other to strengthen plans, establish roles and procedures, and improve overall preparedness efforts. Specifically, the County will assist in the training of campus staff, faculty, and students in emergency management procedures through one of its emergency management coordinators. The County coordinator will participate in the development of a written plan; however, Hidalgo County is free from any financial obligations.

The role of the College will be to provide the training facilities, identify vulnerabilities, increase faculty and staff NIMS certifications, and partner with the County in the development of a comprehensive emergency plan.

AI-10215 **9.B.**

EOC Grant Program
CC REGULAR

Date: 07/22/2008
Submitted By: Brenda Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: Emergency Services Division

Information

CAPTION

Approval to apply and submit for Emergency Operations Center Grant Program for FY 2008, administered by U.S. Department of Homeland Security.

BACKGROUND

If application gets accepted and approved by granting agency (US Dept. of Homeland Security), there is an "In Kind" match of 25% ($250,000.00) of the total possible award amount of $1 million.

Fiscal Impact

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

BUDGETARY IMPACT:

Possible award of funds if application is approved by granting agency is $1 million. There is an "In Kind" match of 25% ($250,000.00).

Attachments

Link: EOC Backup #2
Link: EOC Backup #3
Link: EOC Backup #4
Link: EOC Backup #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 08:16 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/18/2008 04:13 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Brenda Garza
Started On: 07/16/2008 04:23 PM

Final Approval Date: 07/18/2008



Fiscal Year 2008

EMERGENCY OPERATIONS CENTER GRANT PROGRAM

GUIDANCE AND APPLICATION KIT

JUNE 2008

U.S. DEPARTMENT OF HOMELAND SECURITY

CONTENTS

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APPENDIX C. AWARD AND REPORTING REQUIREMENTS C-1
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PART I.
INTRODUCTION

A. Overview

The FY 2008 Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, and interoperable EOCs with a focus on addressing identified deficiencies and needs. Per Section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5196c), as amended by section 202 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (P.L. 110-53), $14,572,500 is available for grants for construction or renovation of a State, local, or tribal government's principal Emergency Operations Center (EOC). This grant program is not intended to fund the construction or renovation of State, local, or tribal Fusion Centers.

Fully capable emergency operations facilities at the State and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in major disasters caused by any hazard. The purpose of this EOC Grant Program Guidance and Application Kit is to provide: (1) an overview of the EOC Grant Program and (2) the formal grant guidance and application materials needed to apply for funding under the Program.

PART II.
FUNDING REQUIREMENTS AND ELIGIBLE APPLICANTS

A. Funding Availability

For the FY 2008 EOC Grant Program, $14,572,500 is available for grants for construction or renovation of a State, local, or tribal government's principal Emergency Operations Center (EOC). This grant program is not intended to fund the construction or renovation of State, local, or tribal Fusion Centers. Each State, local, or tribal EOC may request funding for **only one construction or renovation project**. "Construction" as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility; while "renovation" refers to internal improvements to an existing facility. **EOCs may request up to $1,000,000 for construction projects or up to $250,000 for renovation projects through the FY 2008 EOC Grant Program**. Construction or renovation projects selected for funding will receive the full amount requested.

B. Funding Cost Share Requirements

In FY 2008, the EOC Grant Program has a 75 percent Federal and 25 percent grantee cost share cash- or in-kind match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. In accordance with Federal guidelines and DHS Office of General Counsel rulings, match requirements are waived for the U.S. Territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. FEMA administers cost sharing requirements in accordance with 44 CFR 13.24, which is located at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

C. Period of Performance

The period of performance for the FY 2008 EOC Grant Program funds is 36 months. Any unobligated funds will be deobligated by FEMA at the end of this period. Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications for an extension.

D. Eligible Applicants

The State Administrative Agency (SAA) of the 56 States/Territories may apply for funding for all eligible State, local, and tribal EOCs.

To be eligible to receive FY 2008 EOC Grant Program funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are

considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2007 compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available through the FEMA National Integration Center (NIC) at ***http://www.fema.gov/emergency/nims/***.

All State and Territory grantees will be required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs. The State or Territory department/agency grantee reserves the right to determine compliance reporting requirements of their sub-awardees (locals) in order to disperse funds at the local level.

PART III.
ALLOWABLE AND UNALLOWABLE COSTS

A. Allowable Costs

EOC Grant Program funds may only be expended for EOC construction or renovation costs. Funds must be spent in compliance with rules and regulations noted in this EOC Grant Program Guidance and Application Kit. In addition, planning costs to support the EOC construction or renovation activities are allowable.

EOC Grant Program Equipment

Allowable equipment categories for FY 2008 EOC Grant Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at *http://www.rkb.us*.

The select allowable equipment includes equipment from the following AEL categories:

- Explosive Device Mitigation and Remediation (Category 2)
- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Power Equipment (Category 10)
- CBRNE Reference Materials (Category 11)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their FEMA Headquarters Program Analyst at 1-800-368-6498 for clarification.

States that are using EOC Grant Program funds to purchase Interoperable Communications Equipment (Category 6) must consult SAFECOM's coordinated grant guidance which outlines standards and equipment information to enhance interoperable communications. This guidance can be found at *http://www.safecomprogram.gov*. Additionally, grantees are encouraged to coordinate with other State and local partners in integrating their interoperable communications plans and projects as outlined in the State's Interoperable Communications Plan (submitted to DHS in December 2007 as part of the DHS/Department of Commerce's Public Safety Interoperable Communications [PSIC] Grant Program.)

Note: All projects involving construction, building renovation, or building modification are subject to environmental and historic preservation compliance requirements and must be reviewed and approved by FEMA prior to implementation. For additional information, please see Appendix B, Section 10.7 -- Environmental and Historic Preservation

Compliance.

Management and Administrative (M&A) Costs Guidance

M&A activities are those defined as directly relating to the management and administration of EOC Grant Program funds, such as financial management and monitoring. A maximum of up to one percent (1%) of FY 2008 EOC Grant Program funds awarded may be retained by the State and any funds retained are to be used solely for management and administrative purposes associated with the award. Subgrantees may also use a maximum of up to one percent (1%) of the FY 2008 EOC Grant Program funds to be used solely for management and administrative purposes associated with the award.

B. Unallowable Costs

EOC Grant Program funds may **not** be spent towards **organization**, **training**, or **exercises** costs. In addition, EOC Grant Program funds may not be spent towards:

- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc), general-use computers and related equipment (other than for allowable M&A activities, or otherwise associated preparedness or response functions), general-use vehicles, licensing fees, weapons systems and ammunition
- Costs to support the hiring of emergency managers or the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of EOC construction or renovation
- Other items not in accordance with the portions of the AEL and allowable costs listed in Part III, Section A

PART IV.
PROGRAM APPLICATION PROCESS AND EVALUATION

A. EOC Investment Justification Template

All EOCs **must** use the EOC Investment Justification Template to submit an application through the SAA to describe the proposed construction or renovation project. ***Please see Appendix A, EOC Investment Justification Template, for the program's narrative and budget application requirements***. The application must also provide certification that a facility assessment has been conducted, as well as outline how the project will address the identified deficiencies or needs identified in the assessment. Applications must also evaluate the enhanced capability accomplished with completion of the proposed project and provide a description of any preexisting planning that may have occurred. In addition, States must concur on final local applications before that EOC may draw down EOC Grant Program funds.

B. Application Evaluation

FEMA recognizes that each State and local jurisdiction has unique needs. Construction or renovation projects will be selected based on how well they address the following criteria:

- State-identified priorities
- Quality of justification
- Preexisting planning

State and Local Review

Prior to the submission deadline for applications, the SAA, in coordination with the State Emergency Management Agency, will review all State, local, or tribal EOC project applications to prioritize those projects. However, no State will possess a final veto authority over any local application submission.

National Review

A national review panel, to include FEMA headquarters and regional staff and peer subject matter experts, will conduct a final review of State-prioritized projects to determine funding allocations.

APPENDIX A.
EOC INVESTMENT JUSTIFICATION TEMPLATE
FOR REFERENCE ONLY

Investment Justification Overview

As part of the application process, EOCs must develop a formal Investment Justification that addresses each initiative being proposed for funding. State, local, and tribal EOCs must complete this template and provide it to the respective SAA per the SAA's guidelines. These Investment Justifications must demonstrate how the selected review criteria and proposed EOC project information will improve emergency management and preparedness capabilities as outlined in the FY 2008 EOC Grant Program Guidance and Application Kit.

EOCs may propose only one construction or renovation investment and must use the FEMA-provided investment justification template. Applicants must abide by the page limitations noted in each section of the Investment Justification template.

FY 2008 EOC Grant Program applicants must provide information in the following categories for the proposed Investment:

I. Background
I.A. Investment Abstract
I.B. Needs Assessment Description
II. Investment Impact
III. Pre-Existing Planning
IV. Funding and Implementation Plan
IV. A. Investment Funding Plan
IV. B. Investment Challenges
IV. C. Management Team Description
IV. D. Investment Funding Resources
IV. E. Investment Timeline and Milestones

Please note that the template outlined in this appendix is for reference only and should not be used as the actual application. FEMA is providing an identical working template in a separate document. This template is available online at: http://www.fema.gov/government/grant/index.shtm.

FY08 EOC Grant Program Investment Justification Template

Investment Heading	
Emergency Operations Center Applicant Name:	
FY 2008 EOC Grant Program Project Name:	
Investment Phase – Construction or Renovation:[1]	
Investment Amount[2]	$
Grantee Match Requirement: Describe how the 25% program match requirement for the FY 2008 EOC Grant Program award will be met	

I. Background

Note: The information in section **I.A.** provides background and context for the Investment requested. Section **I.B.** represents an evaluation of a needs assessment used by FEMA for rating individual Investment proposals.

I.A. Provide a brief abstract for this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	Describe, at a high level, what will be implemented and what will be accomplished by this Project Investment.
Response	

I.B. Provide a needs assessment description for the Project, focusing on the outlined areas.	
Response Type	Narrative
Page Limit	**Not to exceed 1 page**

[1] "Construction" as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility; while "renovation" refers to internal improvements to an existing facility."

[2] An EOC may request up to $1,000,000 for a construction project or up to $250,000 for a renovation project.

Response Instructions	• Certification that a facility assessment has been conducted, including: o Date of assessment and o Conductor of assessment; • Outline how the project will address the identified deficiencies or needs identified in the assessment
Response	

II. Investment Impact

II. Describe how the project efficiently enhances EOC capabilities	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• Describe how the project will enhance emergency management capabilities for the State, local, or tribal applicant • Describe how the project will accomplish this in a cost effective manner
Response	

III. Pre-Existing Planning

III. Describe any pre-existing planning efforts that have been conducted for this Investment	
Response Type	Narrative
Page Limit	**Not to exceed ½ page**
Response Instructions	• Description of any pre-existing planning that has taken place relative to the deficiencies noted in the facility assessment, including: o Architectural plans developed o Permits in Place • Description of any pre-existing planning that has taken place relative to the proposed project • Description of hazard-resistance design guidance utilized as part of the pre-existing planning, such as but not limited to o FEMA 426/452 for identifying and mitigating man-made and terrorist threats o FEMA 361 and FEMA 543 for identifying and

	mitigating flood and wind hazards o FEMA 310 (ASCE 31) and FEMA 356 for identifying and mitigating seismic hazards • Description of any current activities that have taken place relative to rectifying the identified deficiencies or needs identified in the assessment
Response	

IV. Funding and Implementation Plan

IV.A. Investment Funding Plan.	
Response Type	Numeric and Narrative
Page Limit	**Not to exceed 1 page**
Response Instructions	• This section will focus solely on the amount of funds being requested for this construction or renovation project (**up to $1,000,000 for construction projects or up to $250,000 for renovation projects)**. • Applicants must make funding requests that are reasonable and justified by direct linkages to activities outlined in this particular Investment. • **Applicants must complete and attach SF 424 C: Budget Information – Construction Programs available at:** http://www.grants.gov/agencies/aapproved_standard_forms.jsp#1 • **Submittal of the 424C by applicants will not count towards the 1-page limitation identified in this section** *Note: Investments will be evaluated on the expected impact on security relative to the amount of the Investment (i.e., cost effectiveness).*
Response	

IV.B. Identify up to five (5) potential challenges to the effective implementation of this Investment	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• For each identified challenge, provide a brief description of how the challenge will be addressed and mitigated, and indicate a probability of occurrence (high, medium, or low); • The response should focus on the implementation only; • Consider the necessary steps and stages that will be required for successful implementation of the Investment;

	• Identify areas of possible concern or potential pitfalls in terms of Investment implementation; and, • Explain why those areas present the greatest challenge to a successful Investment implementation.
Response	

IV.C. Describe the management team, including roles and responsibilities, that will be accountable for the oversight and implementation of this Investment, and the overall management approach they will apply for the implementation of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• Explain how the management team members will organize and work together in order to successfully manage the Investment.
Response	

IV.D. Discuss funding resources beyond the FY 2008 EOC Grant Program that have been identified and will be leveraged to support the implementation and sustainment of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• In addition to the required cash or - in - kind match, discuss other funding sources (e.g., non-FY 2008 EOC Grant Program funds, public or private agreements, future fiscal year grants) that you plan on utilizing for the implementation and/or continued sustainment of this Investment; • If no other funding resources have been identified beyond the required cash match, or if none are necessary, provide rationale as to why the requested FY 2008 EOC Grant Program funding is sufficient for the implementation and sustainment of this Investment.
Response	

IV.E. Provide a high-level timeline, milestones and dates, for the implementation of this Investment. Possible areas for inclusion are: major acquisitions or purchases, and management and administration updates. Up to 10 milestones may be provided.	
Response Type	Narrative
Page Limit	**Not to exceed 1 page**

Response Instructions	• Only include major milestones that are critical to the success of the Investment; • While up to 10 milestones may be provided, applicants should only list as many milestones as necessary; • Milestones are for this discrete Investment – those that are covered by the requested FY 2008 EOC Grant Program funds and will be completed over the period of performance for the grant; • Milestones should be kept to high-level, major tasks that will need to occur; • Identify the planned start date associated with the identified milestone. The start date should reflect the date at which the earliest action will be taken to start achieving the milestone; • Identify the planned completion date when all actions related to the milestone will be completed and overall milestone outcome is met; and, • List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above).
Response	

APPENDIX B.
APPLICATION REQUIREMENTS

A. Application Process

FEMA is participating in the e-Government initiative, one of 25 initiatives included in the President's Management Agenda. Grants.gov, part of this initiative, is a "storefront" that provides a unified process for all customers of Federal grants to find funding opportunities and apply for funding. Applicants must apply for FY 2008 EOC Grant Program funding through the online Grants.gov system by the AOR (Authorized Organization Representative) to ensure a successful application. If applicants have previously used Grants.gov, the same account may be used for the FY 2008 EOC Grant Program application submission. Please note that this process also involves an updated and current registration by the SAA and the SAA Business Point of Contact through CCR (Central Contractor Registry). Please also note the Grants.gov technical support hours are Monday-Friday, 7 a.m. to 9 p.m., Eastern Daylight Time. For more detail, see *http://www.grants.gov/contactus/contactus.jsp*.

Eligible applicants must apply for FY 2008 EOC Grant Program funding through Grants.gov at http://www.grants.gov. ***Completed applications must be submitted to Grants.gov no later than 11:59 p.m. Eastern Daylight Time, July 28, 2008.***

The program title listed in the Catalog of Federal Domestic Assistance (CFDA) is "*Emergency Operations Center Grants.*" The CFDA number is 97.001. When completing the on-line application, applicants should identify their submissions as **new** applications.

B. Application Requirements

The following steps must be completed using the on-line *grants.gov* system to ensure a successful application submission, however applicants should review the relevant program-specific sections of this guidance for additional requirements that may apply.

1. **Application via *grants.gov*.** FEMA participates in the Administration's e-government initiative. As part of that initiative, all applicants must file their applications using the Administration's common electronic "storefront" -- *grants.gov*. Eligible SAAs must apply for funding through this portal, accessible on the Internet at *http://www.grants.gov*.

   Note: When submitting the application package through *grants.gov*, use Adobe Reader version 8.1.2 (not the PureEdge Viewer). This software update can be downloaded for free at: http://grantsgov.tmp.com/static2007/help/download_software.jsp

2. **Application deadline**. Completed Applications must be submitted to *grants.gov* no later than **11:59 PM EDT, July 28, 2008.**

3. **Valid Central Contractor Registry (CCR) Registration**. The application process also involves an updated and current registration by the applicant. Eligible applicants must confirm CCR registration at *http://www.ccr.gov*, as well as apply for funding through *grants.gov.*

4. **On-line application.** The on-line application must be completed and submitted using *grants.gov* after CCR registration is confirmed. The on-line application includes the following required forms and submissions:
   - EOC Grant Program Application Template (see Appendix A)
   - Standard Form 424, Application for Federal Assistance
   - Standard Form 424A, Budget Information
   - Standard Form LLL, Disclosure of Lobbying Activities
   - Non-Supplanting Certification
   - Standard Form 424 C: Budget Information - Construction Programs
   - Standard Form 424 D: Assurances – Construction Programs
   - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
   - Any additional required attachments

   The program title listed in the Catalog of Federal Domestic Assistance (CFDA) is "*Emergency Operations Center Grant.*" The CFDA number is 97.001.

5. **Project period.** The project period will be for a period not to exceed 36 months. Extensions to the period of performance will be considered on a case-by-case basis only through formal written requests to FEMA.

6. **DUNS number**. The applicant must provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number with their application. This number is a required field within *grants.gov* and for CCR Registration. Organizations should verify that they have a DUNS number, or take the steps necessary to obtain one, as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS Number request line at (800) 333-0505.

7. **Single Point of Contact (SPOC) review.** Executive Order #12372 requires applicants from State and local units of government or other organizations providing services within a State to submit a copy of the application to the State SPOC, if one exists, and if this program has been selected for review by the State. Applicants must contact their State SPOC to determine if the program has been selected for State review. Executive Order #12372 can be referenced at *http://www.archives.gov/federal-register/codification/executive-order/12372.html*.

8. Standard financial requirements.

8.1 -- Non-supplanting certification. Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8.2 -- Assurances. Assurances forms (SF-424B and SF-424D) can be accessed at *http://www07.grants.gov/agencies/approved_standard_forms.jsp* It is the responsibility of the recipient of the Federal funds to understand fully and comply with these requirements. Failure to comply may result in the withholding of funds, termination of the award or other sanctions. The applicant will be agreeing to these assurances upon the submission of the application.

8.3 -- Certifications regarding lobbying, debarment, suspension, other responsibility matters and the drug-free workplace requirement. This certification, which is a required component of the on-line application, commits the applicant to compliance with the certification requirements under 44 CFR Part 17, which contains provisions for *Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants);* and 44 CFR Part 18, *the New Restrictions on Lobbying.* All of these can be referenced at:
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html
http://www.access.gpo.gov/nara/cfr/waisidx_00/44cfrv1_00.html.

9. Technology requirements.

9.1 -- National Information Exchange Model (NIEM). DHS requires all grantees to use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) for all EOC Grant Program awards. Further information about the required use of NIEM specifications and guidelines is available at *http://www.niem.gov*.

9.2 -- Geospatial guidance. Geospatial technologies capture, store, analyze, transmit, and/or display location-based information (i.e., information that can be linked to a latitude and longitude). DHS encourages grantees to align any geospatial activities with the guidance available on the FEMA website at *http://www.fema.gov/government/grant/index.shtm*.

9.3 -- 28 CFR Part 23 guidance. DHS requires that any information technology system funded or supported by EOC Grant Program funds comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.

10. Administrative Requirements.

10.1 -- Freedom of Information Act (FOIA). DHS recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. § 552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.

10.2 -- Protected Critical Infrastructure Information (PCII). The PCII Program, established pursuant to the Critical Infrastructure Information Act of 2002 (CII Act), created a new framework, which enables State and local jurisdictions and members of the private sector voluntarily to submit sensitive information regarding critical infrastructure to DHS. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information.

PCII accreditation is formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS encourages all SAAs to pursue PCII accreditation to cover their State government and attending local government agencies. Accreditation activities include signing a MOA with DHS, appointing a PCII Officer, and implementing a self-inspection program. For additional information about PCII or the accreditation process, please contact the DHS PCII Program Office at *pcii-info@dhs.gov.*

10.3 -- Compliance with Federal civil rights laws and regulations. The grantee is required to comply with Federal civil rights laws and regulations. Specifically, the grantee is required to provide assurances as a condition for receipt of Federal funds that its programs and activities comply with the following:

- *Title VI of the Civil Rights Act of 1964, as amended, 42. U.S.C. 2000 et seq.* – no person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination in any program or activity receiving Federal financial assistance.

- *Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794* – no qualified individual with a disability in the United States, shall, by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance.

- *Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq.* – discrimination on the basis of sex is eliminated in any education program or activity receiving Federal financial assistance.

- *The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et seq.* – no person in the United States shall be, on the basis of age, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

Grantees must comply with all regulations, guidelines, and standards adopted under the above statutes. The grantee is also required to submit information, as required, to the DHS Office for Civil Rights and Civil Liberties concerning its compliance with these laws and their implementing regulations.

10.4 -- Services to limited English proficient (LEP) persons. Recipients of DHS financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their Investment Justifications and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, see *http://www.lep.gov*.

10.5 -- Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial assistance from DHS. In addition, Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods,

hurricanes, and acts of terrorism. Executive Order #13347 requires the Federal Government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

DHS has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:

- **Guidelines for Accommodating Individuals with Disabilities in Disaster:** The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field. The Guidelines are available at *http://www.fema.gov/oer/reference/*.

- **Disability and Emergency Preparedness Resource Center:** A web-based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities. The "Resource Center" is available at *http://www.disabilitypreparedness.gov*.

- *Lessons Learned Information Sharing (LLIS)* resource page on **Emergency Planning for Persons with Disabilities and Special Needs:** A true one-stop resource shop for planners at all levels of government, non-governmental organizations, and private sector entities, the resource page provides more than 250 documents, including lessons learned, plans, procedures, policies, and guidance, on how to include citizens with disabilities and other special needs in all phases of the emergency management cycle.

  LLIS.gov is available to emergency response providers and homeland security officials from the local, State, and federal levels. To access the resource page, log onto *http://www.LLIS.gov* and click on *Emergency Planning for Persons with Disabilities and Special Needs* under *Featured Topics*. If you meet the eligibility requirements for accessing Lessons Learned Information Sharing, you can request membership by registering online.

10.6 -- Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with sections 528 and 530 of the Consolidated Appropriations Act of 2008 (P.L. 110-161), all FY 2008 grant funds must comply with the following two requirements:

- None of the funds made available shall this program shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order #13123, part 3 of title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.), or subtitle A of

title I of the Energy Policy Act of 2005 (including the amendments made thereby)**.**

- None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

10.7 -- Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations.

The grantee shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives.

For certain types of projects, FEMA must consult with other Federal and State agencies responsible for the protection and management of natural and cultural resources, such as the U.S. Fish and Wildlife Service and State Historic Preservation Offices.

Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period. Grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are required to address potential adverse impacts. Grantees may use EOC Grant Program funds toward the costs of preparing such documents and/or implementing treatment or mitigation measures. Failure of the grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and

comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

For more information on FEMA's EHP requirements, SAAs should refer to FEMA's Information Bulletin #271, *Environmental Planning and Historic Preservation Requirements for Grants* and work with their assigned Program Analyst who will coordinate with the appropriate FEMA Regional Environmental Officer.

10.8 – Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5206, and Related Authorities. Awards of funding under this program are subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended. Specifically, 42 U.S.C. 5196, Subtitle A, Powers and Duties, Section 611, Detailed Functions of Administration, Subsection (j)(9), Financial Contributions. Furthermore, Title II of the Implementing Recommendations of the 9/11 Commission Act amended section 614 of the Stafford Act as follows:

"Section 614, Grants for Construction of Emergency Operations Centers."

"(a) Grants- The Administrator of the Federal Emergency Management Agency may make grants to States under this title for equipping, upgrading, and constructing State and local emergency operations centers."

"(b) Federal Share- Notwithstanding any other provision of this title, the Federal share of the cost of an activity carried out using amounts from grants made under this section shall not exceed 75 percent."

APPENDIX C.
AWARD AND REPORTING REQUIREMENTS

Prior to the transition to FEMA, the former Office of Grants and Training preparedness programs followed the Department of Justice's codified regulations, 28 CFR and the OGO Financial Management Guide. The former Office of Grants and Training is now within FEMA and all preparedness programs will follow FEMA's codified regulations, 44 CFR.

A. Grant Award and Obligation of Funds

Upon approval of an application, the grant will be awarded to the grant recipient. The date that this is done is the "award date."

Obligations are a legal liability to pay, under a grant, subgrant, or contract, determinable sums for services or goods incurred during the grant period. This includes, but is not limited to, amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

Awards made to SAAs under this program carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the States to make funds available to units of local governments, combinations of local units, or other specific groups or organizations. The State's pass-through period must be met within **15** days of the award date for the EOC Grant Program. Four requirements must be met to pass-through grant funds:

- There must be some action to establish a firm commitment on the part of the awarding entity.
- The action must be unconditional (i.e., no contingencies for availability of SAA funds) on the part of the awarding entity.
- There must be documentary evidence of the commitment.
- The award terms must be communicated to the official grantee.

The period of performance is 36 months. Any unobligated funds will be deobligated at the end of this period. Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications why an extension is required.

B. Post Award Instructions

The following is provided as a guide for the administration of an award. Additional details and requirements may be provided to the grantee in conjunction with finalizing an award.

1. Review award and special conditions document. Notification of award approval is made by e-mail through the Grants Management System (GMS). Once an award has been approved, a notice is sent to the e-mail address of the individual who filed the application, as well as to the authorized grantee official. Follow the directions in the notification e-mail and log into GMS to access the award documents. The authorized grantee official should carefully read the award and special condition documents. If you do not receive a notification e-mail, please contact your EOC Grant Program's Program Analyst for your award number. Once you have the award number, contact the GMS Help Desk at (888) 549-9901, option 3 to obtain the username and password associated with the new award.

If you agree with the terms and conditions, the authorized grantee official should sign and date both the original and the copy of the award document page in Block 19 and initial the special conditions page(s). Retain a copy and fax the documents to (202) 786-9905 Attention: Control Desk or send the original signed documents to:

U.S. Department of Homeland Security/FEMA
Grant Programs Directorate/Control Desk 4th Floor, TechWorld
500 C St SW
Washington, DC 20472

If you do not agree with the terms and conditions, contact the FEMA EOC Grant Program's Program Analyst named in the award package.

2. Complete and return form SF1199A . The SF1199A Direct Deposit Sign-up Form is used to set up direct deposit for grant payments. The SF1199A form can be found at: http://www.fema.gov/government/grant/administration.shtm. This form should be sent to the address above.

NOTE: Please include your vendor number in Box C of the SF1199A form.

3. Access to payment systems. Grantees under this solicitation will use FEMA's online Payment and Reporting System (PARS) to request funds. The website to access PARS is *https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true.* Questions regarding payments or how to access PARS should be directed to the FEMA Call Center at (866) 927-5646 or sent via e-mail to ask-OGO@dhs.gov.

4. Reporting requirements. Reporting requirements must be met throughout the life of the grant (refer to the program guidance and the special conditions found in the award package for a full explanation of these requirements). Please note that PARS

contains edits that will prevent access to funds if reporting requirements are not met on a timely basis.

5. Questions about your award? A reference sheet is provided containing frequently asked financial questions and answers. Financial management questions regarding your award should be directed to the FEMA Call Center at (866) 927-5646 or sent via e-mail to ask-OGO@dhs.gov.

Note: If you have any questions about GMS, need to establish a GMS account, or require technical assistance with accessing your award, please contact the GMS Help Desk at (888) 549-9901.

C. Drawdown and Expenditure of Funds

Following acceptance of the grant award and release of any special conditions withholding funds, the grantee can drawdown and expend grant funds through PARS.

Grant recipients should request funds based upon immediate disbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated. Recipients should time their drawdown requests to ensure that Federal cash on hand is the minimum needed for disbursements to be made immediately or within a few days. Grantees may elect to draw down funds up to 120 days prior to expenditure/ disbursement. FEMA strongly encourages recipients to draw down funds as close to expenditure as possible to avoid accruing interest.

Funds received by grantees must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements (Including Sub-awards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations (formerly OMB Circular A-110). These regulations further provide that entities are required to promptly, but at least quarterly, remit interest earned on advances to:

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

The grantee may keep interest earned, up to $100 per fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned on all Federal grant program funds received.

Although advance drawdown requests are permissible, State grantees remain subject to the interest requirements of the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205. Interest under CMIA will accrue from the

time Federal funds are credited to a State account until the time the State pays out the funds for program purposes.

D. Reporting Requirements

1. Financial Status Report (FSR) -- required quarterly. Obligations and expenditures must be reported on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, FSR is due no later than April 30). A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FSR is due 90 days after the end date of the performance period.

FSRs **must be filed online** through the PARS.

Required submission: Financial Status Report (FSR) SF-269a (due quarterly).

2. Biannual Strategy Implementation Reports (BSIR) and Categorical Assistance Progress Report (CAPR). Following an award, the grantee will be responsible for providing updated obligation and expenditure information on a semi-annual basis. The applicable SAAs are responsible for completing and submitting the CAPR/BSIR reports. The BSIR submission will satisfy the narrative requirement of the CAPR. SAAs are still required to submit a CAPR with a statement in the narrative field that states: "*See BSIR*."

The BSIR and the CAPR are due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 though December 31). Updated obligations and expenditure information must be provided with the BSIR to show progress made toward meeting strategic goals and objectives. Future awards and fund drawdowns may be withheld if these reports are delinquent.

CAPRs must be filed online through the internet at *http://grants.ojp.usdoj.gov*. Guidance and instructions for completing the CAPR can be found at *https://grants.ojp.usdoj.gov/gmsHelp/index.html* .

3. Exercise Evaluation and Improvement. Exercises implemented with grant funds should be threat- and performance- based and should evaluate performance of critical prevention and response tasks required to respond to the exercise scenario. Guidance on conducting exercise evaluations and implementing improvement is defined in the *Homeland Security Exercise and Evaluation Program (HSEEP) Volume II: Exercise Evaluation and Improvement* located at *http://hseep.dhs.gov*. Grant recipients must report on scheduled exercises and ensure that an After Action Report (AAR) and Improvement Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to FEMA within 60 days following completion of the exercise.

The AAR documents the performance of exercise related tasks and makes recommendations for improvements. The IP outlines the actions that the exercising jurisdiction(s) plans to take to address recommendations contained in the AAR. Generally the IP, with at least initial action steps, should be included in the final AAR. FEMA is establishing a national database to facilitate the scheduling of exercises, the submission of the AAR/IPs and the tracking of IP implementation. Guidance on the development of AARs and IPs is provided in Volume II of the HSEEP manuals.

Required submissions: AARs and IPs (as applicable).

4. Financial and Compliance Audit Report. Recipients that expend $500,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accountability Office, *Government Auditing Standards*, located at *http://www.gao.gov/govaud/ybk01.htm*, and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, located at *http://www.whitehouse.gov/omb/circulars/a133/a133.html*. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. In addition, the Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of EOC Grant Program assistance for audit and examination purposes, provided that, in the opinion of the Secretary or the Comptroller, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller, through any authorized representative, access to, and the right to examine all records, books, papers or documents related to the grant.

The State shall require that sub-grantees comply with the audit requirements set forth in *OMB Circular A-133*. Recipients are responsible for ensuring that sub-recipient audit reports are received and for resolving any audit findings.

5. Federal Funding Accountability and Transparency Act. While there are no State and Urban Area requirements in FY 2008, the Federal Funding Accountability and Transparency Act of 2006 may affect State and Urban Area reporting requirements in future years. The Act requires the Federal government to create a publicly searchable online database of Federal grant recipients by January 1, 2008 with an expansion to include sub-grantee information by January 1, 2009.

6. National Preparedness Reporting Compliance. The Government Performance and Results Act (GPRA) requires that the Department collect and report performance information on all programs. For grant programs, the prioritized Investment Justifications and their associated milestones provide an important tool for assessing grant performance and complying with these national preparedness reporting requirements. FEMA will work with grantees to develop tools and processes to support this requirement. DHS anticipates using this information to inform future-year grant program funding decisions.

E. Monitoring

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative activities relative to each program and will identify areas where technical assistance and other support may be needed.

The recipient is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, and refunding expenditures disallowed by audits.

F. Grant Close-Out Process

Within 90 days after the end of the award period, SAAs must submit a final FSR and final CAPR detailing all accomplishments throughout the project. After these reports have been reviewed and approved by FEMA, a Grant Adjustment Notice (GAN) will be completed to close out the grant. The GAN will indicate the project as being closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FSR. After the financial information is received and approved by GPD, the grant will be identified as "Closed by the Grant Programs Directorate."

Required submissions: (1) final SF-269a, due 90 days from end of grant period; and (2) final CAPR, due 90 days from the end of the grant period.

Appendix D.
Additional Resources

This Appendix describes several resources that may help applicants in completing the FY 2008 EOC Grant Program grant application.

1. Centralized Scheduling & Information Desk (CSID) Help Line. The CSID is a non-emergency resource for use by emergency responders across the nation. CSID is a comprehensive coordination, management, information, and scheduling tool developed by DHS through FEMA for homeland security terrorism preparedness activities. The CSID provides general information on all FEMA preparedness grant programs and information on the characteristics of CBRNE, agro-terrorism, defensive equipment, mitigation techniques, and available Federal assets and resources.

The CSID maintains a comprehensive database containing key personnel contact information for homeland security terrorism preparedness programs and events. These contacts include personnel at the Federal, State and local levels. The CSID can be contacted at (800) 368-6498 or askcsid@dhs.gov. CSID hours of operation are from 8:00 am–6:00 pm (EST), Monday-Friday.

2. Grant Programs Directorate (GPD). FEMA GPD will provide fiscal support, including pre- and post-award administration and technical assistance, to the grant programs included in this solicitation.

For financial and administrative guidance, all State and local government grant recipients should refer to 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Institutions of higher education, hospitals, and other non-profit organizations should refer to 2 CFR Part 215 for the applicable uniform administrative requirements.

Additional guidance and information can be obtained by contacting the FEMA Call Center at (866) 927-5646 or via e-mail to ask-OGO@dhs.gov.

3. GSA's Cooperative Purchasing Program. The U.S. General Services Administration (GSA) offers two efficient and effective procurement programs for State and local governments to purchase products and services to fulfill homeland security and other technology needs. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term, indefinite delivery, indefinite quantity, government-wide contracts with commercial firms of all sizes.

- Cooperative Purchasing Program
  Section 211 of the E-Government Act of 2002, authorized GSA sales of Schedule 70 IT products and services to State and Local Governments through the introduction of Cooperative Purchasing. The Cooperative Purchasing program allows State and local

governments to purchase from Schedule 70 (the Information Technology Schedule) and the Consolidated Schedule (containing IT Special Item Numbers) **only**. Cooperative Purchasing is authorized by Federal law and was enacted when Section 211 of the E-Government Act of 2002 amended the Federal Property and Administrative Services Act.

Under this program, State and local governments have access to over 3,500 GSA Schedule contractors who have voluntarily modified their contracts to participate in the Cooperative Purchasing program. The U.S. General Services Administration provides a definition of State and local governments as well as other vital information under the frequently asked questions section on its website at *http://www.gsa.gov/cooperativepurchasing*.

- Disaster Recovery Purchasing Program
  GSA plays a critical role in providing disaster recovery products and services to Federal agencies. Now State and Local Governments can also benefit from the speed and savings of the GSA Federal Supply Schedules. Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007(Public Law 109-364) amends 40 U.S.C. 502 to authorize the GSA to provide State and Local governments the use of ALL Federal Supply Schedules of the GSA for purchase of products and services to be used to *facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to facilitate* ***recovery*** *from terrorism or nuclear, biological, chemical, or radiological attack.*

In the aftermath of emergency events, State or local governments' systems may be disrupted. Thus, use of Federal Supply schedule contracts prior to these events to acquire products or services to be used to facilitate recovery is authorized. State or local governments will be responsible for ensuring that purchased products or services are to be used to facilitate recovery.

GSA provides additional information on the Disaster Recovery Purchasing Program website at *http://www.gsa.gov/disasterrecovery*.

State and local governments can find a list of eligible contractors on GSA's website, *http://www.gsaelibrary.gsa.gov*, denoted with a COOP PURCH or DISAST RECOV symbol.

Assistance is available from GSA on the Cooperative Purchasing and Disaster Purchasing Program at the local and national levels. For assistance at the local level, visit *http://www.gsa.*gov to find the point of contact in your area. For assistance at the national level, contact Tricia Reed *at* patricia.reed@gsa.gov*, (571) 259-9921.* More information is available at *http://www.gsa.gov/cooperativepurchasing* and *http://www.gsa.gov/disasterrecovery*.

5. Homeland Security Preparedness Technical Assistance Program. The Homeland Security Preparedness Technical Assistance Program (HSPTAP) provides technical assistance on a first-come, first-served basis (and subject to the availability of funding) to eligible organizations to enhance their capacity and preparedness to

respond to CBRNE terrorist incidents. In addition to the risk assessment assistance already being provided, FEMA also offers a variety of other technical assistance programs.

More information can be found at *http://www.fema.gov/government/grant/index.shtm*.

6. Lessons Learned Information Sharing (LLIS) System. LLIS is a national, online, secure website that houses a collection of peer-validated lessons learned, best practices, AARs from exercises and actual incidents, and other relevant homeland security documents. LLIS facilitates improved preparedness nationwide by providing response professionals with access to a wealth of validated front-line expertise on effective planning, training, equipping, and operational practices for homeland security.

The LLIS website also includes a national directory of responders and homeland security officials, as well as an updated list of homeland security exercises, events, and conferences. Additionally, LLIS includes online collaboration tools, including secure e-mail and message boards, where users can exchange information. LLIS uses strong encryption and active site monitoring to protect all information housed on the system. The LLIS website is *https://www.llis.gov*.

7. Information Sharing Systems. DHS encourages all State, regional, local, and Tribal entities using EOC Grant Program funding in support of information sharing and intelligence fusion and analysis centers to leverage available Federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN). For additional information on LEO, contact the LEO Program Office at leoprogramoffice@leo.gov or (202) 324-8833. For additional information on HSIN and available technical assistance, contact the HSIN Help Desk at (703) 674-3003.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

Grant Programs Directorate Information Bulletin
No. 290
June 13, 2008

TO: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Core City/Core County Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors

FROM: W. Ross Ashley III
Assistant Administrator
Grant Programs Directorate
Federal Emergency Management Agency
U.S. Department of Homeland Security

SUBJECT: Fiscal Year (FY) 2008 Emergency Operations Center (EOC) Grant Program Guidance and Application Kit

The Grant Programs Directorate (GPD) within the Federal Emergency Management Agency (FEMA) is pleased to announce the availability of the FY 2008 EOC Grant Program Guidance and Application Kit. This kit is now available online at http://www.fema.gov/grants.

Fully capable emergency operations facilities at the State, local, and tribal levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in major disasters caused by any hazard. Funds are provided as authorized by Section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C 5196c), as amended by Implementing Recommendations of the 9/11 Commission Act of 2007 (P.L. 110-53). $14,572,500 is available for grants for construction or renovation of a State, local, or tribal government's principal EOC. This grant program is not intended to fund the construction or renovation of State, local, or tribal Fusion Centers.

The State Administrative Agency (SAA) is the only eligible entity able to apply for the available funding on behalf of qualified State, local, and tribal EOCs. Please note that the applications for FY 2008 EOC grant funds will be submitted online, through the Grants Management System (GMS) at https://grants.ojp.usdoj.gov. **The completed FY 2008 EOC Grant Program applications must be submitted via GMS no later than July 28, 2008**. FEMA will evaluate applications and act on these applications within 30 days of the submission deadline.

Additional questions may be directed to your Program Analyst or the Centralized Scheduling and Information Desk at askcsid@dhs.gov or 1-800-368-6498.

EOC INVESTMENT JUSTIFICATION TEMPLATE

Investment Justification Overview

As part of the application process, EOCs must develop a formal Investment Justification that addresses each initiative being proposed for funding. State, local, and tribal EOCs must complete this template and provide it to the respective SAA per the SAA's guidelines. These Investment Justifications must demonstrate how the selected review criteria and proposed EOC project information will improve emergency management and preparedness capabilities as outlined in the FY 2008 EOC Grant Program Guidance and Application Kit. For each project, complete the template as shown below and address the following categorical areas:

EOCs may propose only one construction or renovation investment and must use the FEMA-provided investment justification template. Applicants must abide by the page limitations noted in each section of the Investment Justification template.

FY 2008 EOC Grant Program applicants must provide information in the following categories for the proposed Investment:

I. Background
I.A. Investment Abstract
I.B. Needs Assessment Description
II. Investment Impact
III. Pre-Existing Planning
IV. Funding and Implementation Plan
IV. A. Investment Funding Plan
IV. B. Investment Challenges
IV. C. Management Team Description
IV. D. Investment Funding Resources
IV. E. Investment Timeline and Milestones

FY08 EOC Grant Program Investment Justification Template

Investment Heading	
Emergency Operations Center Applicant Name:	
FY 2008 EOC Grant Program Project Name:	
Investment Phase – Construction or Renovation:[1]	

[1] "Construction" as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility, while "renovation" refers to internal improvement to an existing facility."

Investment Amount[2]	$
Grantee Match Requirement: Describe how the 25% program match requirement for the FY 2008 EOC Grant Program award will be met	

I. Background

Note: The information in section **I.A.** provides background and context for the Investment requested. Section **I.B.** represents an evaluation of a needs assessment used by FEMA for rating individual Investment proposals.

I.A. Provide a brief abstract for this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	Describe, at a high level, what will be implemented and what will be accomplished by this Project Investment.
Response	

I.B. Provide a needs assessment description for the Project, focusing on the outlined areas.	
Response Type	Narrative
Page Limit	**Not to exceed 1 page**

Response Instructions	• Certification that a facility assessment has been conducted, including:
	  o Date of assessment and
	  o Conductor of assessment;
	• Outline how the project will address the identified deficiencies or needs identified in the assessment

Response	

[2] An EOC may request up to $1,000,000 for a construction project or up to $250,000 for a renovation project.

II. Investment Impact

II. Describe how the project efficiently enhances EOC capabilities	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• Describe how the project will enhance emergency management capabilities for the State, local, or tribal applicant • Describe how the project will accomplish this in a cost effective manner
Response	

III. Pre-Existing Planning

III. Describe any pre-existing planning efforts that have been conducted for this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed ½ page**

Response Instructions	• Description of any pre-existing planning that has taken place relative to the deficiencies noted in the facility assessment, including:
	  o Architectural plans developed
	  o Permits in Place
	• Description of any pre-existing planning that has taken place relative to the proposed project
	• Description of hazard-resistance design guidance utilized as part of the pre-existing planning, such as but not limited to
	  o FEMA 426/452 for identifying and mitigating man-made and terrorist threats
	  o FEMA 361 and FEMA 543 for identifying and mitigating flood and wind hazards
	  o FEMA 310 (ASCE 31) and FEMA 356 for identifying and mitigating seismic hazards
	• Description of any current activities that have taken place relative to rectifying the identified deficiencies or needs identified in the assessment

Response	

IV. Funding and Implementation Plan

IV.A. Investment Funding Plan.	
Response Type	Numeric and Narrative
Page Limit	**Not to exceed 1 page**
Response Instructions	• This section will focus solely on the amount funds being requested for this construction or renovation project (**up to $1,000,000 for construction projects or up to $250,000 for renovation projects).** • Applicants must make funding requests that are reasonable and justified by direct linkages to activities outlined in this particular Investment. • **Applicants must complete and attach SF 424 C: Budget Information – Construction Programs available at:** http://www.grants.gov/agencies/aapproved_standard_forms.jsp#1 • **Submittal of the 424C by applicants will not count towards the 1-page limitation identified in this section** *Note: Investments will be evaluated on the expected impact on security relative to the amount of the Investment (i.e., cost effectiveness).*
Response	

IV.B. Identify up to five (5) potential challenges to the effective implementation of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• For each identified challenge, provide a brief description of how the challenge will be addressed and mitigated, and indicate a probability of occurrence (high, medium, or low); • The response should focus on the implementation only; • Consider the necessary steps and stages that will be required for successful implementation of the Investment; • Identify areas of possible concern or potential pitfalls in terms of Investment implementation; and, • Explain why those areas present the greatest challenge to a successful Investment implementation.
Response	

IV.C. Describe the management team, including roles and responsibilities, that will be accountable for the oversight and implementation of this Investment, and the overall management approach they will apply for the implementation of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• Explain how the management team members will organize and work together in order to successfully manage the Investment.
Response	

IV.D. Discuss funding resources beyond the FY 2008 EOC Grant Program that have been identified and will be leveraged to support the implementation and sustainment of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• In addition to the required cash or - in - kind match, discuss other funding sources (e.g., non-FY 2008 EOC Grant Program funds, public or private agreements, future fiscal year grants) that you plan on utilizing for the implementation and/or continued sustainment of this Investment; • If no other funding resources have been identified beyond the required cash match, or if none are necessary, provide rationale as to why the requested FY 2008 EOC Grant Program funding is sufficient for the implementation and sustainment of this Investment.
Response	

IV.E. Provide a high-level timeline, milestones and dates, for the implementation of this Investment. Possible areas for inclusion are: major acquisitions or purchases, and management and administration updates. Up to 10 milestones may be provided.	
Response Type	Narrative
Page Limit	**Not to exceed ½ page**
Response Instructions	• Only include major milestones that are critical to the success of the Investment; • While up to 10 milestones may be provided, applicants should only list as many milestones as necessary; • Milestones are for this discrete Investment – those that are covered by the requested FY 2008 EOC Grant Program funds and will be completed over the period of performance for the grant; • Milestones should be kept to high-level, major tasks that will

	need to occur; • Identify the planned start date associated with the identified milestone. The start date should reflect the date at which the earliest action will be taken to start achieving the milestone; • Identify the planned completion date when all actions related to the milestone will be completed and overall milestone outcome is met; and, • List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above).
Response	

EOC INVESTMENT JUSTIFICATION TEMPLATE

Investment Justification Overview

As part of the application process, EOCs must develop a formal Investment Justification that addresses each initiative being proposed for funding. State, local, and tribal EOCs must complete this template and provide it to the respective SAA per the SAA's guidelines. These Investment Justifications must demonstrate how the selected review criteria and proposed EOC project information will improve emergency management and preparedness capabilities as outlined in the FY 2008 EOC Grant Program Guidance and Application Kit. For each project, complete the template as shown below and address the following categorical areas:

EOCs may propose only one construction or renovation investment and must use the FEMA-provided investment justification template. Applicants must abide by the page limitations noted in each section of the Investment Justification template.

FY 2008 EOC Grant Program applicants must provide information in the following categories for the proposed Investment:

I. Background
I.A. Investment Abstract
I.B. Needs Assessment Description
II. Investment Impact
III. Pre-Existing Planning
IV. Funding and Implementation Plan
IV. A. Investment Funding Plan
IV. B. Investment Challenges
IV. C. Management Team Description
IV. D. Investment Funding Resources
IV. E. Investment Timeline and Milestones

FY08 EOC Grant Program Investment Justification Template

Investment Heading	
Emergency Operations Center Applicant Name:	Hidalgo County Emergency Management
FY 2008 EOC Grant Program Project Name:	Hidalgo County Regional EOC
Investment Phase – Construction or Renovation:[1]	Construction

[1] "Construction" as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility, while "renovation" refers to internal improvement to an existing facility."

Investment Amount[2]	$1,000,000
Grantee Match Requirement: Describe how the 25% program match requirement for the FY 2008 EOC Grant Program award will be met	25% Match: Hidalgo County will provide a location, of which the property value will be used to cover the 25% required match.

I. Background

Note: The information in section **I.A.** provides background and context for the Investment requested. Section **I.B.** represents an evaluation of a needs assessment used by FEMA for rating individual Investment proposals.

I.A. Provide a brief abstract for this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	Describe, at a high level, what will be implemented and what will be accomplished by this Project Investment.
Response	A dedicated Emergency Operations Center will strengthen regional response efforts during catastrophic events in the Rio Grande Valley. The current plan calls for neighboring Cameron County to cease operations within their jurisdiction (Category IV or V Hurricane) near landfall and move into our EOC. Upon completion, this EOC will be capable of housing the Multi-Agency Coordination Center (MACC) operations, and serve as an alternate site for jurisdictions that are in low lying areas in the event that their Emergency Operations Centers become non-functional. The Hidalgo County Regional Emergency Operations Center would also have the potential to house the Disaster District Committee and/or Federal Emergency Management Agency representatives, if needed. Hidalgo County will implement a Regional Training Facility for employees of the County as well as all local and surrounding jurisdictions, to reinforce the regional response concept. This project will also allow Hidalgo County to implement the Valley Medical Operations Center (VMOC), to be located in the current Emergency Operations Center.

[2] An EOC may request up to $1,000,000 for a construction project or up to $250,000 for a renovation project.

I.B. Provide a needs assessment description for the Project, focusing on the outlined areas.	
Response Type	Narrative
Page Limit	**Not to exceed 1 page**

Response Instructions	• Certification that a facility assessment has been conducted, including:
	  ○ Date of assessment and
	  ○ Conductor of assessment;
	• Outline how the project will address the identified deficiencies or needs identified in the assessment

Response	A facility needs assessment was conducted on April 1, 2008 by Carlos Moreno, Jr., Assistant Emergency Management Coordinator for Hidalgo County. The project will address the following deficiencies, as identified in the facility assessment, by adding the following elements to the existing building: 1. Hardening of structure to withstand 130+ mph winds 2. Redundant power supply 3. Logistical support for extended operations (i.e., bathrooms, showers, kitchen, rest area) 4. Press room 5. Private conference room

II. Investment Impact

II. Describe how the project efficiently enhances EOC capabilities	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• Describe how the project will enhance emergency management capabilities for the State, local, or tribal applicant • Describe how the project will accomplish this in a cost effective manner
Response	This project will provide a means of sustainability of operations, should quality of life be compromised in a disaster event. At the end of an operational period, rehabilitation for personnel in a high-stress environment, such as an extended event, is essential to maintain productivity. This project will allow Hidalgo County to keep up with current technologies, therefore enhancing current emergency management capabilities. Hidalgo County Regional Emergency Operations Center will be added on to an existing building, for cost effectiveness. Hidalgo County will utilize the competitive bidding process to contract construction services, and award to the lowest bidder.

III. Pre-Existing Planning

III. Describe any pre-existing planning efforts that have been conducted for this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed ½ page**

Response Instructions	• Description of any pre-existing planning that has taken place relative to the deficiencies noted in the facility assessment, including:
	  ○ Architectural plans developed
	  ○ Permits in Place
	• Description of any pre-existing planning that has taken place relative to the proposed project
	• Description of hazard-resistance design guidance utilized as part of the pre-existing planning, such as but not limited to
	  ○ FEMA 426/452 for identifying and mitigating man-made and terrorist threats
	  ○ FEMA 361 and FEMA 543 for identifying and

	mitigating flood and wind hazards ○ FEMA 310 (ASCE 31) and FEMA 356 for identifying and mitigating seismic hazards • Description of any current activities that have taken place relative to rectifying the identified deficiencies or needs identified in the assessment
Response	Hidalgo County has been working with a local architectural firm to design a new Emergency Operations Center for the County. Floor plans were drawn up to address the unmet needs in our current Emergency Operations Center. Hidalgo County Emergency Management has coordinated with Hidalgo County Health & Human Services, where the current Emergency Operations Center is located, to discuss/plan about how to add on to the existing facility in the most economically efficient manner. Hidalgo County Budget & Management Office has been contacted to brief them about this grant program, and to determine the fiscal impact that this project would have on the County.

IV. Funding and Implementation Plan

IV.A. Investment Funding Plan.	
Response Type	Numeric and Narrative
Page Limit	**Not to exceed 1 page**
Response Instructions	• This section will focus solely on the amount funds being requested for this construction or renovation project (**up to $1,000,000 for construction projects or up to $250,000 for renovation projects).** • Applicants must make funding requests that are reasonable and justified by direct linkages to activities outlined in this particular Investment. • **Applicants must complete and attach SF 424 C: Budget Information – Construction Programs available at:** http://www.grants.gov/agencies/aapproved_standard_forms.jsp#1 • **Submittal of the 424C by applicants will not count towards the 1-page limitation identified in this section** *Note: Investments will be evaluated on the expected impact on security relative to the amount of the Investment (i.e., cost effectiveness).*
Response	The building addition estimated at $1,000,000 will allow for the design and construction needed for a fully operational Emergency Operations Center (EOC). The showers, sleeping quarters and kitchen will be essential for an extended event. During 24-hour EOC operations, employees must be able to have basic needs met in order to continue their work effectively. The generator will serve as a redundant power supply for the present system, as well as serve to fill in the needs of the additional space. The current Emergency Operations Center has no specified area for press, and it is difficult to control the flow of press traffic into the EOC during an incident. The Press/Media Room will allow for a designated area away from operations, and would help in securing the area. A conference room is needed and will be utilized for Unified Command meetings, Command Staff meetings, Tactics meetings, Planning meetings, Incident Action Plan preparation meetings and Operations Briefing meetings, which are all essential to successful Incident Command System implementation to an emergency event.

IV.B. Identify up to five (5) potential challenges to the effective implementation of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**

Response Instructions	• For each identified challenge, provide a brief description of how the challenge will be addressed and mitigated, and indicate a probability of occurrence (high, medium, or low); • The response should focus on the implementation only; • Consider the necessary steps and stages that will be required for successful implementation of the Investment; • Identify areas of possible concern or potential pitfalls in terms of Investment implementation; and, • Explain why those areas present the greatest challenge to a successful Investment implementation.
Response	1) Structural integrity of existing building may not be optimal for an EOC Probability of this occurring is high; however, new construction would add structural soundness to the building. This is important because an Emergency Operations Center must be able to function in any type of weather condition. (i.e., high winds, thunderstorms) 2) Cost overruns Probability of this occurring is medium. The proposed budget allows for 5% contingency. This is important because cost overruns could hinder the completion of the project.

IV.C. Describe the management team, including roles and responsibilities, that will be accountable for the oversight and implementation of this Investment, and the overall management approach they will apply for the implementation of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• Explain how the management team members will organize and work together in order to successfully manage the Investment.
Response	The management team for implementation of this project consists of several Hidalgo County departments. These departments will work together to see this project successfully completed. The participating departments are: Purchasing Department is responsible for Request For Proposals (RFPs) and contract management. Office Budget & Management will provide budget analysis for the project. Auditor's Office will process invoices and payments regarding the project. Buildings & Grounds Department will serve as Executive Officer and oversee the general construction and all issues pertaining to.

IV.D. Discuss funding resources beyond the FY 2008 EOC Grant Program that have been identified and will be leveraged to support the implementation

and sustainment of this Investment.	
Response Type	Narrative
Page Limit	**Not to exceed a ½ page**
Response Instructions	• In addition to the required cash or - in - kind match, discuss other funding sources (e.g., non-FY 2008 EOC Grant Program funds, public or private agreements, future fiscal year grants) that you plan on utilizing for the implementation and/or continued sustainment of this Investment; • If no other funding resources have been identified beyond the required cash match, or if none are necessary, provide rationale as to why the requested FY 2008 EOC Grant Program funding is sufficient for the implementation and sustainment of this Investment.
Response	IV.D. Hidalgo County has no other funding sources secured for implementation of this project. The proposed budget is intended to cover all costs of construction. Hidalgo County will sustain the building after completion through budgetary allotments from the general fund. Hidalgo County intends to apply for future EOC Grant Program funding as it becomes available.

IV.E. Provide a high-level timeline, milestones and dates, for the implementation of this Investment. Possible areas for inclusion are: major acquisitions or purchases, and management and administration updates. Up to 10 milestones may be provided.	
Response Type	Narrative
Page Limit	**Not to exceed ½ page**
Response Instructions	• Only include major milestones that are critical to the success of the Investment; • While up to 10 milestones may be provided, applicants should only list as many milestones as necessary; • Milestones are for this discrete Investment – those that are covered by the requested FY 2008 EOC Grant Program funds and will be completed over the period of performance for the grant; • Milestones should be kept to high-level, major tasks that will need to occur; • Identify the planned start date associated with the identified milestone. The start date should reflect the date at which the earliest action will be taken to start achieving the milestone; • Identify the planned completion date when all actions related to the milestone will be completed and overall milestone outcome is met; and, • List any relevant information that will be critical to the

	successful completion of the milestone (such as those examples listed in the question text above).
Response	Milestones 1) Grant approval October 1, 2008 2) Receipt of RFPs January 1, 2009 3) Awarding of contracts for c March 1, 2009 4)Groundbreaking July 1, 2009 5)Completion September 1, 2011

OMB Approval No. 0348-0041

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal shar of project costs eligible for participation. If such is the case you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column A - B)
1. Administrative and legal expenses	$10,000.00		$10,000.00
2. Land, structures, rights-of-way, appraisals, etc.	$0.00		$0.00
3. Relocation expenses and payments	$0.00		$0.00
4. Architectural and engineering fees	$140,000.00		$140,000.00
5. Other architectural and engineering fees	$10,000.00		$10,000.00
6. Project inspection fees	$0.00		$0.00
7. Site work	$10,000.00		$10,000.00
8. Demolition and removal	$10,000.00		$10,000.00
9. Construction	$650,000.00		$650,000.00
10. Equipment	$100,000.00		$100,000.00
11. Miscellaneous	$20,000.00		$20,000.00
12. SUBTOTAL (sum of lines 1-11)	$950,000.00		$950,000.00
13. Contingencies	$50,000.00		$50,000.00
14. SUBTOTAL	$1,000,000.00		$1,000,000.00
15. Project (program) income	$0.00		$0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	$1,000,000.00		$1,000,000.00
FEDERAL FUNDING			
17. Federal assistance requested, cacluate as follows: (Consult ARC State office for percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c	1,000,000 and multiply by 75 %	$750,000.00

Standard Form 424C (7-97)
Prescribed by OMB Circular A-102

AI-10257 **9.C.**

Food Policy - Emergency Mgmt
CC REGULAR

Date: 07/22/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Tony Pena
Department: BUDGET & MANAGEMENT
Agenda Area: Emergency Services Division

Information

CAPTION

Discussion, consideration and possible action regarding proposed Emergency Management Meal/Food Policy

BACKGROUND

Fiscal Impact

Attachments

Link: draft policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/18/2008 03:33 PM	APRV
2	Dale Kennan	Dale Kennan	07/18/2008 03:52 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/18/2008 02:54 PM	
Final Approval Date: 07/18/2008				

HIDALGO COUNTY, TEXAS
ACCOUNTING PROCEDURES MANUAL

NON-TRAVEL MEALS, REFRESHMENTS AND RELATED EXPENSES

EMERGENCY MANAGEMENT RELATED EVENT

REFERENCE :

County Auditor's Form M-1 *" Non-Travel Meals, Refreshments, and Related Expenses Claim".*

AUTHORITY:

Local :

A) Commissioners Court adoption of National Incident Command System on 09/06/05

B) Basic Emergency Plan – Annex N "Direction and Control" Section IX. Administration and Support § **Facilities & Equipment – Emergency Operations Center**

e. "*Food for the EOC staff will be provided by: County purchased ready-to-eat meal*s."

State:

A) Local Government Code - § 112.002 "Accounting System in County with Auditor and Population of 190,000 or more.

B) Government Code - § 611.001 "Lodging and Meal Expenses"

Federal:

A) National Incident Management System – Logistics Branch – Food Services Manager

B) IRS Federal Tax Regulations: § 31.3121(a)-1(h) and § 31-3121(a)-3

PURPOSE

The Hidalgo County Commissioner's Court on _____ approved the policy set forth below. The policy expands on the current authorization for food for:

Jurors (TxCCP Art. 104.001),

Prisoners (TxCCP Art. 104.002),

Adult Probation (TxGC § 509.11),

Juvenile Probation (TxHRC § 141.082, § 141.084, § 152.0012, and § 152.1141), and

AgriLirfe Extension (Tx Agriculture Code § 43.033).

This policy provides guidelines to county departments concerning when non-travel meals, refreshments, and related expenses under the auspices of an emergency management related event may be paid for with County funds. The

Policies and Guidelines – Guidelines… "Proposed"

7. Expenditures for food (including non-alcoholic beverages) that are purchased for a qualifying County sponsored meeting, seminar, or emergency management related event (to include a disaster, event, emergency incident, mitigation activity, and recovery activity), may not be expended from County funds, unless the purpose of such food consumption is for persons serving as jurors, in-custody prisoners, or for responders participating in a disaster response, emergency incident, or event - when the purpose of the event is designed to test the effectiveness of any plan dealing with mitigation, response, or recovery.

8. Purpose - Emergency Management Related Event – The intent and purpose of purchasing food is to keep responders nourished and hydrated, enabling them to work extended hours for extended periods of time while exposed to high-stress environments and physical exertion during times when they are unable to take normal breaks.

Conditions for Emergency Management Related Events:

1) Expenditures for food that are incurred during an emergency management related event may be authorized by the County Judge or Emergency Management Coordinator as appropriate.

2) Conditions for Emergency Management Related Events must fall within one or more of the listed definitions and must be fully documented.

3) Expenditures under this section shall be limited to the lesser of $10.00 or $30.00 total per day per person.

4) The emergency management related event food expenditure may include employees, non-employees, and volunteers assigned to, participating, or assisting with the event.

5) Employees are discouraged from using personal funds for food expenditures during an emergency management related event unless there is no other recourse or it is imperative that the food expenditure be immediately made to keep responders nourished for continuity of operations, (mitigation, and response or recovery efforts). Such funds are reimbursable with proper documentation.

6) Any expenditure made from County funds, or personal funds that are not documentable and justifiable will be the responsibility of the employee.

Emergency Management Related Event – Definitions:

Disaster - The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action or energy emergency.

Emergency - Any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Management Coordinator - The individual within each political subdivision that has day to day coordination responsibility for jurisdictional emergency management, and is appointed by the County Judge as such.

Emergency Management Director: The Director as identified by Texas law is the County Judge.

Event -a planned, non-emergency activity (i.e. parade, county sponsored activity, etc) and includes any drill, exercise, functional exercise, full–scale exercise or other activity designed to simulate an actual situation and/or test the effectiveness of any plan dealing with mitigation, response, or recovery.

Food: Any type of substance that provides nourishment and/or hydration (non-alcoholic beverages) to the human body and include but are not limited to: precooked, cooked, or uncooked meals, or any cooked or uncooked ingredients, that when prepared, combined and cooked will constitute food for human consumption. It also includes any food that during an emergency management event or incident must be provided to any service animal or search and rescue animal. Hydration includes, any non-alcoholic carbonated or non-carbonated beverage, water, juices, milk, hot or cold beverages, (climate appropriate), or sports type drinks.

Incident: An occurrence or event, natural or human-caused that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. For the purposes of this policy it means any activity requiring actual physical labor or machinery in a clean-up effort.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Sources:

FEMA Definitions & Texas Government Code Chapter 418. Emergency Management

AI-10235 **10.A.**

payment of claim - satellite solutions
CC REGULAR

Date:	07/22/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Submitted For:	Frank - CC 6
Department:	BUDGET & MANAGEMENT
Purchasing only:	Hidalgo County

Information

CAPTION

Discussion, consideration, acceptance and approval of claim/invoice and authority for auditor to issue payment after review and auditing procedures are completed to Satellite Solutions in the amount of $430.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-412-00-026-001-0-432

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

BUDGETARY IMPACT:

Available balance is $1,000.00 as of 7/17/08.

Attachments

Link: claim

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 02:03 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 02:58 PM	APRV
3	Dale Kennan	Dale Kennan	07/17/2008 03:20 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 07/17/2008 09:39 AM

Final Approval Date: 07/18/2008

Albert Garcia

Judge County Court at Law NO. 6

HIDALGO COUNTY COURTHOUSE

Frank Fuentes
Court Coordinator

Obie Salinas
Assistant Court Coordinator

Bill Briggs
Court Reporter

Cesar Gutierrez
Official Bailiff/Interpreter

July 16, 2008

Re: Invoices (Satellite Solutions)
Acct.#- 8-1100-412-00-026-001-0-432

Attached please find invoice # 2069 P.O. was not obtain at the time. Please Process as a claim on next Commissioners Court Meeting. Due to miscommunication between I.T Department and County Court At Law No. Six (6). Thank you for your attention.

Sincerely,

Frank Fuentes
Court Coordinator

100 N. Closner ★ Edinburg, Texas 78539 ★ (956) 289-7400

138860

SATELLITE SOLUTIONS

Your Satellite TV Specialist of South Texas

956-994-1501

INVOICE # 2069

Business Name: HIDALGO COURT HOUSE #6 Date: April 17, 2008

Address: 100 EAST CANO

City: EDINBURG State: TX ZIP Code: 78539

Business Phone: 292-7010 Fax: 956-318-2152

Contact Name: ATT. STAN RAMOS OR MIKE

Amount	SERVICE CALL				
	H. D. RECEIVERS	$0.00	ea	=	$0.00
	STANDARD RECEIVER	$0.00	ea	=	$0.00
	H. D. DISH	$0.00	ea	=	$0.00
****	CABLE RUNNING	$79.00	ea	=	$79.00
1	MULTI - SWITCH	$129.00	ea	=	$129.00
2.5	SERVICE CALL	$222.50	ea	=	$222.50
			SUBTOTAL	=	$430.50
			TAX (8.25%)	=	TAX EXEMPT
			TOTAL	=	$430.50

Salesperson: LAURA Date: April 22, 2008

Technician: Date:

Customer Signature: Date:

07/16/2008 16:13 9563182665

AI-10143 11.A.

City of Alamo Street improvement project

CC REGULAR

Date: 07/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Urban County
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests cancellation of authorization to negotiate a professional engineering service contract with the No. 1 ranked firm of Quintanilla, Headley & Associates for the provision of engineering services for a City of Alamo Street Improvements Project.

BACKGROUND

The Urban County Program requested authorization to negotiate a professional engineering contract for the City of Alamo Street Improvements Project on May 27, 2008, and was approved (See AI- 9412). During the negotiation process the city opted to pay for the services directly from the city general funds. Notice is given that Urban County Program funds will be utilized for the testing and construction phase for the Street Improvements Project.

Fiscal Impact

Attachments

Link: back-up
Link: Original AI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/14/2008 11:21 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/14/2008 02:52 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Angela Garcia			Started On: 07/14/2008 09:50 AM	
Final Approval Date: 07/18/2008				

Rudy Villarreal
Mayor

Diana Martinez
Mayor Pro-Tem

Jesus "Jesse" Vela, Jr.
Commissioner

Victor Perez
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

JUL 11

July 10, 2008

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

Dear Mrs. Serna:

Included with this correspondence are documents indicating the engineer's estimated costs for wastewater and street improvements to the Lopez Subdivision and Veronica Ann Subdivision in the City of Alamo. As you can see, the funds available from the Urban County Program (UCP) allocation will not be sufficient to cover the total expenses of the cost of improvements. The Board of Commissioners of the City of Alamo are aware of the cost beyond the UCP allocation, therefore, allocations have been made from the General Fund Budget and the Water and Sewer Fund Budget to cover the additional funds required. The actual amounts will not be known until seal bids are opened.

In the past, the City has contracted directly with engineers to pay their fees from local funds instead of UCP funds. For this project, the City has gone through the process of rating the engineers and made a recommendation to UCP. The Commissioners Court has approved the selection and I also believe you are currently under contract negotiations with Quintanilla & Headley and Associates (QH). If you agree, the City will contract with QH directly to be paid with local funds. UCP funds will then be applied directly for construction only.

I hope the above information meets with your approval, however, please do not hesitate to call me if you have any questions or require additional information.

Respectfully,

Luciano Ozuna, Jr.
City Manager

420 N. Tower Road . Alamo Texas 78516 (956) 787-0006 787-6807 fax
"This institution is an equal opportunity provider, and employer."

AI-9412 **11.E.**

Street Imp. - Alamo

CC REGULAR

Date: 05/27/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 20 (2007) for a Street Improvements Project in the City of Alamo.

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the city of Alamo) for the purposes of ranking by CC in connection with an Urban County Program Street Improvements Project in the City of Alamo.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Alamo Street Improvements Project.

BACKGROUND

The City of Alamo has graded and evaluated three engineering firms from the County's approved "pool". Quintanilla, Headley & Associates, Inc., R. Gutierrez Engineering Corporation, and KK Engineering consultants for the 2007 Street Improvements Project to include the construction of streets at Lopez Subdivision. See attached grading grid for your review.

Fiscal Impact

Attachments

Link: grading grid - street imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/20/2008 03:36 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/21/2008 01:03 PM	APRV
3	Auditor's Office	Linda Fong	05/22/2008 09:15 AM	APRV
4	Purchasing Department	Marty Salazar	05/22/2008 09:44 AM	APRV
5	Court Administrator	Angela Garcia	05/22/2008 10:19 AM	APRV

Form Started By: Estella Webber Started On: 05/20/2008 03:13 PM

Final Approval Date: 05/22/2008

AI-10150 **11.B.**

City of Alamo Sewer Improvements
CC REGULAR

Date: 07/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests cancellation of authorization to negotiate a professional engineering service contract with the No. 1 ranked firm of Quintanilla, Headley & Associates for the provision of engineering services for a City of Alamo Sewer Improvements Project.

BACKGROUND

The Urban County Program requested authorization to negotiate a professional engineering contract for the City of Alamo Sewer Improvements Project on May 27, 2008, and was approved (See AI-9413). During the negotiation process the city opted to pay for the services directly from the city general funds. Notice is given that Urban County Program funds will be utilized for the testing and construction phase for the Sewer Improvements Project.

Fiscal Impact

Attachments

Link: back-up
Link: Original AI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/14/2008 01:46 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/14/2008 02:52 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Angela Garcia			Started On: 07/14/2008 11:56 AM	
Final Approval Date: 07/18/2008				

Rudy Villarreal
Mayor

Diana Martinez
Mayor Pro-Tem

Jesus "Jesse" Vela, Jr.
Commissioner

Victor Perez
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

JUL 11

July 10, 2008

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

Dear Mrs. Serna:

Included with this correspondence are documents indicating the engineer's estimated costs for wastewater and street improvements to the Lopez Subdivision and Veronica Ann Subdivision in the City of Alamo. As you can see, the funds available from the Urban County Program (UCP) allocation will not be sufficient to cover the total expenses of the cost of improvements. The Board of Commissioners of the City of Alamo are aware of the cost beyond the UCP allocation, therefore, allocations have been made from the General Fund Budget and the Water and Sewer Fund Budget to cover the additional funds required. The actual amounts will not be known until seal bids are opened.

In the past, the City has contracted directly with engineers to pay their fees from local funds instead of UCP funds. For this project, the City has gone through the process of rating the engineers and made a recommendation to UCP. The Commissioners Court has approved the selection and I also believe you are currently under contract negotiations with Quintanilla & Headley and Associates (QH). If you agree, the City will contract with QH directly to be paid with local funds. UCP funds will then be applied directly for construction only.

I hope the above information meets with your approval, however, please do not hesitate to call me if you have any questions or require additional information.

Respectfully,

Luciano Ozuna, Jr.
City Manager

420 N. Tower Road . Alamo Texas 78516 (956) 787-0006 787-6807 fax
"This institution is an equal opportunity provider, and employer."

AI-9413 **11.D.**

Sewer Imp. - Alamo

CC REGULAR

Date: 05/27/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 20 (2007) for a Sewer Improvements Project in the City of Alamo.

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the city of Alamo) for the purposes of ranking by CC in connection with an Urban County Program Sewer Improvements Project in the City of Alamo.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Alamo Sewer Improvements Project.

BACKGROUND

The City of Alamo has graded and evaluated three engineering firms from the County's approved "pool". Quintanilla, Headley & Associates, Inc., R. Gutierrez Engineering Corporation, and KK Engineering consultants for the 2007 Sewer Improvements Project to include the sanitary sewer lines at Lopez Subdivision. See attached grading grid for your review.

Fiscal Impact

Attachments

Link: sanitary sewer imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/20/2008 03:37 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/21/2008 01:03 PM	APRV
3	Auditor's Office	Linda Fong	05/22/2008 09:14 AM	APRV
4	Purchasing Department	Marty Salazar	05/22/2008 09:45 AM	APRV
5	Court Administrator	Angela Garcia	05/22/2008 10:19 AM	APRV

Form Started By: Estella Webber Started On: 05/20/2008 03:29 PM
Final Approval Date: 05/22/2008

AI-10183 **11.C.**

Resolution

CC REGULAR

Date: 07/22/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

Approval of Resolution for designating and authorizing bonded signatories for all 2007-2008 Texas Department of Housing and Community Affairs (TDHCA) - Office of Colonia Initiative (OCI) Self Help Center Program Funds (SHC).

BACKGROUND

UCP is requesting approval of Resolution authorizing the County Judge to act as the County's Executive Officer and Authorized Representatives on all matters pertaining to the County's participation in the 2007-2008 TDHCA - OCI - SHC Programs.

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 09:37 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/16/2008 09:50 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Angela Garcia			Started On: 07/16/2008 09:05 AM	
Final Approval Date: 07/18/2008				

RESOLUTION

RESOLUTION DESIGNATING AND AUTHORIZING BONDED SIGNATORIES FOR THE OFFICE OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS - OFFICE OF COLONIA INITIATIVE - SELF HELP CENTER PROGRAM FUNDS.

WHEREAS, the Urban County Program applied for and received funding from the Texas Department of Housing and Community Affairs (TDHCA) for the 2007-2008 Office of Colonia Initiative (OCI) Self Help Center (SHC) Grant.

WHEREAS, it is necessary and in the best interest of Hidalgo County to designate as needed: The County Judge, the Hidalgo County Chief Administrator, the Urban County Program Director, and/or the Urban County Program Colonia Coordinator to act in all TDHCA program matters pertaining to the implementation, administration, or participation in fulfilling the requirements of the TDHCA contractual program documents.

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

That the Hidalgo County Commissioners' Court designate the persons holding the following positions as authorized bonded signatories on any accounts, in which funds from the Office of Rural Community Affairs Program are deposited: Hidalgo County Judge, Hidalgo County Assistant Chief Administrator, Urban County Program Director, and/or Urban County Program Colonia Coordinator respectively.

PASSED AND APPROVED THIS 22nd DAY OF JULY 2008.

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

ATTEST:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

Attachment 6-B:
Depository/Authorized Signatories Designation Form

TEXAS COMMUNITY DEVELOPMENT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM

Contractor Hidalgo County TCDP Contract No. 2007-2008 SHC Grant

The financial lending institution listed here will serve as the depository for the Texas Community Development Program contract funds:

First National Bank
(Name of Lending Institution)

100 W. Cano
(Address)

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

Fund Account Number: 140 100 46

The individuals listed below are designated by resolution as authorized signators for contractual documents—(At least two (2) Signatories Required)

J. D. Salinas, III	**Rigo Villarreal**
(Name)	(Name)
Hidalgo County Judge	**Hidalgo County Chief Administrator**
(Title)	(Title)
(Signature)	(Signature)
Diana R. Serna	**Pete De La Cruz**
(Name)	(Name)
Urban County Program Director	**UCP Colonia Coordinator**
(Title)	(Title)
(Signature)	(Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signators must be submitted along with this form.

AI-10216 **11.D.**

Public Hearing

CC REGULAR

Date:	07/22/2008
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Urban County
Department:	BUDGET & MANAGEMENT
Agenda Area:	Urban County

Information

CAPTION

Public Hearing concerning a proposed Budget & Program Amendment for Urban County Program FY17 (2004), FY18 (2005), FY19 (2006) and FY 20 (2007) for Hidalgo County Precinct No. 2. The proposed amendment will allocate recaptured funds into the Parks, Recreational Facilities line item and Street Improvements line item.

BACKGROUND

The proposed amendment for Hidalgo County Precinct No. 2 will increase funds for the Parks, Recreational Facilities and Street Improvement line items in UCP Year 17 (2004), Year 18 (2005), Year 19 (2006), and Year 20 (2007) for the completion of the existing workplans.

Fiscal Impact

Attachments

Link: amendment

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 08:17 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/17/2008 09:44 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Angela Garcia — Started On: 07/16/2008 04:23 PM

Final Approval Date: 07/18/2008

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 2
URBAN COUNTY PROGRAM
BUDGET AND PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, HIDALGO COUNTY PRECINCT NO. 2 WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE PRECINCT'S PROPOSED BUDGET AND PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 17 (2004), YEAR 18 (2005), YEAR 19 (2006), AND YEAR 20 (2007).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, JULY 22, 2008 AT 9:30 A.M. AT THE HIDALGO COUNTY ADMINISTRATION BUILDING LOCATED AT 100 EAST CANO, EDINBURG, TEXAS 78539.

THE FOLLOWING ARE THE PROPOSED BUDGET AND PROGRAM AMENDMENTS FOR YOUR CONSIDERATION:

Existing Budget	**Urban County Year 17 (2004)**	**Proposed Budget**
$ 5,000.00	San Juan Recaptured Senior Centers* (-$5,000.00)	$ 0.00
$ 10,000.00	Homeless Facilities	$ 10.000.00
$271,324.97	Parks, Recreational Facilities	$271,324.97
$135,412.04	Street Improvements (+$5,000.00)	$140,412.04
$ 6,301.26	Public Services	$ 6,301.26
$ 7,269.96	Senior Services	$ 7,269.96
$ 4,470.00	Handicapped Services	$ 4,470.00
$ 19,892.21	Youth Services	$ 19,892.21
$ 23,183.56	Abused & Neglected Children	$ 23,183.56
$ 2,358.00	General Administration	$ 2,358.00
$485,212.00		$485,212.00

*** Recaptured funds are being administered by Precinct No. 2**

The proposed Amendment will **delete** the San Juan Senior Centers workplan and transfer funds in the amount of $5,000.00 into the Street Improvements line item.

The proposed Amendment will **increase** the Street Improvements line item by $5,000.00 and **add** to the workplan the following streets: Santana/Eldora (Nadia Street), Eldora Gardens, Rancho Escondido, Roadrunner #2, Southside Village, Tiny Acres, Country Living Estates, Las Brisas, Morning Sun, North Alamo Village, Northside Village, Pentecostal, RSW Unit #1, Red Barn, and Val Bar Estates.

Existing Budget	**Urban County Year 18 (2005)**	**Proposed Budget**
$125,164.15	Parks, Recreational Facilities	$125,164.15
$170,233.69	San Juan Recaptured Street Improvements * (-$170,233.69)	$ 0.00
$243,643.00	Street Improvements (+$170,233.69)	$413,876.69
$ 10,000.00	Health Facilities	$ 10,000.00
$ 24,884.62	Public Services	$ 24,884.62
$ 10,836.07	Senior Services	$ 10,836.07
$ 5,000.00	Handicapped Services	$ 5,000.00
$ 24,203.44	Youth Services	$ 24,203.44
$ 10,000.00	Transportation Services	$ 10,000.00
$ 1,062.22	Battered & Abused Spouses	$ 1,062.22
$ 25,000.00	Abused & Neglected Children	$ 25,000.00
$ 418.50	General Administration	$ 418.50
$650,445.69		$650,445.69

*** Recaptured funds are being administered by Precinct No. 2**

The proposed Amendment will **delete** the San Juan Street Improvement line item and transfer funds in the amount of $170,233.69 into the Street Improvements line item.

The proposed Amendment will **increase** the Street Improvement line item and **add** to the workplan the following streets: Santana/Eldora (Nadia Street), Eldora Gardens, Rancho Escondido, Roadrunner #2, Southside Village, Tiny Acres, Country Living Estates, Las Brisas, Morning Sun, North Alamo Village, Northside Village, Pentecostal, RSW Unit #1, Red Barn, Val Bar Estates and South Tower Estates.

Existing	**Urban County**	**Proposed**
Budget	**Year 19 (2006)**	**Budget**
$ 23,309.86	San Juan Recaptured Public Facilities * (-$23,309.86)	$ 0.00
$178,476.90	Water/Sewer Improvements	$178,476.90
$201,575.00	Street Improvements (+$23,309.86)	$224,884.86
$ 5,754.00	Public Services	$ 5,754.00
$ 7,282.37	Senior Services	$ 7,282.37
$ 39,254.35	Youth Services	$ 39,254.35
$ 9,000.00	Transportation Services	$ 9,000.00
$ 4,748.70	Battered & Abused Spouses	$ 4,748.70
$ 6,750.00	Crime Awareness	$ 6,750.00
$ 24,750.00	Abused & Neglected Children	$ 24,750.00
$ 2,620.68	General Administration	$ 2,620.68
$503,521.86		$503,521.86

The proposed Amendment will **delete** the San Juan Public Facilities line item in the amount of $23,309.86 and transfer funds into the Street Improvements line item.

The proposed Amendment will **increase** the Street Improvement line item and **add** to the workplan the following: Reconstruction of Santana/Eldora (Nadia Street) and related improvements.

Existing	**Urban County**	**Proposed**
Budget	**Year 20 (2007)**	**Budget**
$105,569.00	Parks, Recreational Facilities (+$10,000.00)	$115,569.00
$184,393.00	Street Improvements (+$59,517.00)	$243,910.00
$ 59,517.00	Sidewalks (-$59,517.00)	$ 0.00
$ 6,750.00	Public Services	$ 6,750.00
$ 9,000.00	Senior Services	$ 9,000.00
$ 40,500.00	Youth Services	$ 40,500.00
$ 9,000.00	Transportation Services	$ 9,000.00
$ 13,500.00	Battered & Abused Spouses	$ 13,500.00
$ 6,750.00	Crime Awareness	$ 6,750.00
$ 24,750.00	Abused & Neglected Children	$ 24,750.00
$ 10,000.00	ED Technical Assistance (-$10,000.00)	$ 0.00
$ 10,000.00	General Administration	$ 10,000.00
$479,729.00		$479,729.00

The proposed Amendment will **delete** the Sidewalks line item in the amount of $59,517.00 and transfer funds into the Street Improvement line item.

The proposed Amendment will **increase** the Street Improvement line item and **add** to the workplan the following: Construction and re-construction of Moore Road from South "I" Road to South Border Road to include all related improvements.

The proposed Amendment will **delete** the ED Technical Assistance line item in the amount of $10,000.00 and transfer funds into the Parks, Recreational Facilities line item.

The proposed Amendment will **increase** the Parks, Recreational Facilities line item for the completion of the existing workplan.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 787-1891.

WRITTEN COMMENTS CAN BE FORWARDED TO:
COMMISSIONER HECTOR "TITO" PALACIOS
301 EAST STATE
PHARR, TEXAS 78577

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

July 17, 2008

Hidalgo County Urban County Program
Attn: Ms. Monica Luna, C.D. Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Budget & Program Amendment

Dear Ms. Luna:

Please allow this letter to be a written request to include this agenda item in the next upcoming Commissioner's Court Meeting scheduled for Tuesday, July 22, 2008 for Urban County Program's section concerning the above mentioned subject which is captioned as follows:

Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct number 2 to allocate recaptured funds into Urban County Program Year 17 (2004), Year 18 (2005), Year 19 (2006) & Year 20 (2007) Parks, Recreational Facilities and Street Improvement line items.

Once again, I thank you for the consideration given to this matter.

Respectfully submitted,

Eralio Palacios

Eralio Palacios, BCAP Coordinator

Concurrence:

Agapito Vargas Jr., BCAP Director

JUL 17 2008

301 EAST STATE STREET PHARR, TEXAS 78577 TEL: 956.787.1891 FAX: 956.787.4683

AI-10218 **11.E.**

Amendment

CC REGULAR

Date: 07/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Urban County
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct No. 2 to allocate recaptured funds into Urban County Program Year 17 (2004), Year 18 (2005), Year 19 (2006) & Year 20 (2007) Parks, Recreational Facilities and Street Improvement line items.

BACKGROUND

The Budget & Program Amendment for Hidalgo County Precinct No. 2, Urban County Program Year 17 (2004), Year 18 (2005), Year 19 (2006) & Year 20 (2007) will increase the parks, recreational facilities and street improvement line items for the completion of the existing workplans. A Public Hearing was held on July 22, 2008 at 9:30 A.M., and citizen participation requirements have been met. See attached detailed amendment.

Year 17 (2004) The proposed Amendment will delete the San Juan Senior Centers workplan and transfer funds in the amount of $5,000.00 into the Street Improvements line item.

The proposed Amendment will increase the Street Improvements line item by $5,000.00 and add to the workplan the following streets: Santana/Eldora (Nadia Street), Eldora Gardens, Rancho Escondido, Roadrunner #2, Southside Village, Tiny Acres, Country Living Estates, Las Brisas, Morning Sun, North Alamo Village, Northside Village, Pentecostal, RSW Unit #1, Red Barn, and Val Bar Estates.

Year 18 (2005) The proposed Amendment will delete the San Juan Street Improvement line item and transfer funds in the amount of $170,233.69 into the Street Improvements line item.

The proposed Amendment will increase the Street Improvement line item and add to the workplan the following streets: Santana/Eldora (Nadia Street), Eldora Gardens, Rancho Escondido, Roadrunner #2, Southside Village, Tiny Acres, Country Living Estates, Las Brisas, Morning Sun, North Alamo Village, Northside Village, Pentecostal, RSW Unit #1, Red Barn, Val Bar Estates and South Tower Estates.

Year 19 (2006) The proposed Amendment will delete the San Juan Public Facilities line item in the amount of $23,309.86 and transfer funds into the Street Improvements line

item.

The proposed Amendment will increase the Street Improvement line item and add to the workplan the following:

Reconstruction of Santana/Eldora (Nadia Street) and related improvements.

Year 20 (2007) The proposed Amendment will delete the Sidewalks line item in the amount of $59,517.00 and transfer funds into the Street Improvement line item.

The proposed Amendment will increase the Street Improvement line item and add to the workplan the following: Construction and re-construction of Moore Road from South "I" Road to South Border Road to include all related improvements.

The proposed Amendment will delete the ED Technical Assistance line item in the amount of $10,000.00 and transfer funds into the Parks, Recreational Facilities line item.

The proposed Amendment will increase the Parks, Recreational Facilities line item for the completion of the existing workplan.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. funds

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

BUDGETARY IMPACT:

Budget and program amendments are utilizing Urban County funds.

Attachments

Link: amendment 2

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 08:17 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/17/2008 09:42 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Angela Garcia — Started On: 07/16/2008 04:30 PM

Final Approval Date: 07/18/2008

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 2
URBAN COUNTY PROGRAM
BUDGET AND PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, HIDALGO COUNTY PRECINCT NO. 2 WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE PRECINCT'S PROPOSED BUDGET AND PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 17 (2004), YEAR 18 (2005), YEAR 19 (2006), AND YEAR 20 (2007).

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THE FOLLOWING ARE THE PROPOSED BUDGET AND PROGRAM AMENDMENTS FOR YOUR CONSIDERATION:

Existing Budget	**Urban County Year 17 (2004)**	**Proposed Budget**
$ 5,000.00	San Juan Recaptured Senior Centers* (-$5,000.00)	$ 0.00
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$ 4,470.00	Handicapped Services	$ 4,470.00
$ 19,892.21	Youth Services	$ 19,892.21
$ 23,183.56	Abused & Neglected Children	$ 23,183.56
$ 2,358.00	General Administration	$ 2,358.00
$485,212.00		$485,212.00

*** Recaptured funds are being administered by Precinct No. 2**

The proposed Amendment will **delete** the San Juan Senior Centers workplan and transfer funds in the amount of $5,000.00 into the Street Improvements line item.

The proposed Amendment will **increase** the Street Improvements line item by $5,000.00 and **add** to the workplan the following streets: Santana/Eldora (Nadia Street), Eldora Gardens, Rancho Escondido, Roadrunner #2, Southside Village, Tiny Acres, Country Living Estates, Las Brisas, Morning Sun, North Alamo Village, Northside Village, Pentecostal, RSW Unit #1, Red Barn, and Val Bar Estates.

Existing Budget	**Urban County Year 18 (2005)**	**Proposed Budget**
$125,164.15	Parks, Recreational Facilities	$125,164.15
$170,233.69	San Juan Recaptured Street Improvements * (-$170,233.69)	$ 0.00
$243,643.00	Street Improvements (+$170,233.69)	$413,876.69
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$ 418.50	General Administration	$ 418.50
$650,445.69		$650,445.69

*** Recaptured funds are being administered by Precinct No. 2**

The proposed Amendment will **delete** the San Juan Street Improvement line item and transfer funds in the amount of $170,233.69 into the Street Improvements line item.

The proposed Amendment will **increase** the Street Improvement line item and **add** to the workplan the following streets: Santana/Eldora (Nadia Street), Eldora Gardens, Rancho Escondido, Roadrunner #2, Southside Village, Tiny Acres, Country Living Estates, Las Brisas, Morning Sun, North Alamo Village, Northside Village, Pentecostal, RSW Unit #1, Red Barn, Val Bar Estates and South Tower Estates.

Existing	**Urban County**	**Proposed**
Budget	**Year 19 (2006)**	**Budget**
$ 23,309.86	San Juan Recaptured Public Facilities * (-$23,309.86)	$ 0.00
$178,476.90	Water/Sewer Improvements	$178,476.90
$201,575.00	Street Improvements (+$23,309.86)	$224,884.86
$ 5,754.00	Public Services	$ 5,754.00
$ 7,282.37	Senior Services	$ 7,282.37
$ 39,254.35	Youth Services	$ 39,254.35
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$ 4,748.70	Battered & Abused Spouses	$ 4,748.70
$ 6,750.00	Crime Awareness	$ 6,750.00
$ 24,750.00	Abused & Neglected Children	$ 24,750.00
$ 2,620.68	General Administration	$ 2,620.68
$503,521.86		$503,521.86

The proposed Amendment will **delete** the San Juan Public Facilities line item in the amount of $23,309.86 and transfer funds into the Street Improvements line item.

The proposed Amendment will **increase** the Street Improvement line item and **add** to the workplan the following: Reconstruction of Santana/Eldora (Nadia Street) and related improvements.

Existing	**Urban County**	**Proposed**
Budget	**Year 20 (2007)**	**Budget**
$105,569.00	Parks, Recreational Facilities (+$10,000.00)	$115,569.00
$184,393.00	Street Improvements (+$59,517.00)	$243,910.00
$ 59,517.00	Sidewalks (-$59,517.00)	$ 0.00
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$ 9,000.00	Senior Services	$ 9,000.00
$ 40,500.00	Youth Services	$ 40,500.00
$ 9,000.00	Transportation Services	$ 9,000.00
$ 13,500.00	Battered & Abused Spouses	$ 13,500.00
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$ 24,750.00	Abused & Neglected Children	$ 24,750.00
$ 10,000.00	ED Technical Assistance (-$10,000.00)	$ 0.00
$ 10,000.00	General Administration	$ 10,000.00
$479,729.00		$479,729.00

The proposed Amendment will **delete** the Sidewalks line item in the amount of $59,517.00 and transfer funds into the Street Improvement line item.

The proposed Amendment will **increase** the Street Improvement line item and **add** to the workplan the following: Construction and re-construction of Moore Road from South "I" Road to South Border Road to include all related improvements.

The proposed Amendment will **delete** the ED Technical Assistance line item in the amount of $10,000.00 and transfer funds into the Parks, Recreational Facilities line item.

The proposed Amendment will **increase** the Parks, Recreational Facilities line item for the completion of the existing workplan.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 787-1891.

WRITTEN COMMENTS CAN BE FORWARDED TO:
COMMISSIONER HECTOR "TITO" PALACIOS
301 EAST STATE
PHARR, TEXAS 78577

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

July 17, 2008

Hidalgo County Urban County Program
Attn: Ms. Monica Luna, C.D. Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Budget & Program Amendment

Dear Ms. Luna:

Please allow this letter to be a written request to include this agenda item in the next upcoming Commissioner's Court Meeting scheduled for Tuesday, July 22, 2008 for Urban County Program's section concerning the above mentioned subject which is captioned as follows:

Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct number 2 to allocate recaptured funds into Urban County Program Year 17 (2004), Year 18 (2005), Year 19 (2006) & Year 20 (2007) Parks, Recreational Facilities and Street Improvement line items.

Once again, I thank you for the consideration given to this matter.

Respectfully submitted,

Eralio Palacios

Eralio Palacios, BCAP Coordinator

Concurrence:

Agapito Vargas Jr., BCAP Director

JUL 17 2008

301 EAST STATE STREET PHARR, TEXAS 78577 TEL: 956.787.1891 FAX: 956.787.4683

AI-10206 **11.F.**

J.E. Saenz Contract
CC REGULAR

Date: 07/22/2008
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 $9,627.53 utilizing Year 20 (2007) Urban County Program Street Improvements project in the City of Edcouch as previously authorized for negotiations by Commissioners' Court on April 29, 2008.

BACKGROUND

Hidalgo County Urban County Program has negotiated a best and final professional services contract with J.E. Saenz & Associates, Inc. in the amount of $9,627.53 for the Street Improvements Project. See attached scope of services.

Contract Amount: $ 9,627.53
Funds Available: $107,096.52 Year 20 (2007) Street 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) Street Improvements in the amount of $107,096.52 as of 07/16/08.

Attachments

Link: Contract
Link: scope of services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 04:09 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/17/2008 09:51 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Angela Garcia			Started On: 07/16/2008 03:36 PM	

Final Approval Date: 07/18/2008

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Part I - Professional Services Agreement

This Agreement, entered into this **22nd** day of **July, 2008** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Edcouch,** (hereinafter called the "Party") and **J.E. Saenz & Associates, Inc.** duly authorized Engineer, herein acting by **Jose E. "Eddie" Saenz, P.E.** (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 **Street Improvements** Project Account(s) #**5007-20-0311-5000-2000** . *(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 **City of Edcouch** 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 owhich 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 **$9,627.53** 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 **22nd day of July, 2008**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this_____ day of_____, 20 08 .

Signature:_____
(Engineer)

Firm Name: J.E. Saenz & Associates, Inc.

Address: P.O. Box 3293

City/ST/ZIP: Edinburg, Texas 78540

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

Attest

_____
City Secretary

WITNESS:

_____

City of Edcouch

_____
Mayor

COUNTY OF HIDALGO

_____
Diana R. Serna, Director
Urban County Program

EXHIBIT A
SCOPE OF SERVICES

SEE ATTACHED.

EXHIBIT "A"

SCOPE OF SERVICES

STREET IMPROVEMENTS YEAR 20

CITY OF EDCOUCH

The City of Edcouch (City) is prepared to implement a street improvement plan that will ensure the expansion of several city wide intersections. The resulting street improvements will allow an increase in drainage thru various city street intersections and enhance the appearance and drivability for the citizens of the City of Edcouch.

J.E. Saenz & Associates, Inc., will prepare a street improvement plan and review existing data (provided by the City) to accommodate the intersection improvements. The main concern is the impact that current deteriorating conditions of the existing intersections are having on city streets.

This plan will include:

1) Survey topography of affected city intersections
2) Specifications and drawings for the proposed street intersection improvements
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 street 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.

JUL 16

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

EXHIBIT "A"

SCOPE OF SERVICES

STREET IMPROVEMENTS YEAR 20

CITY OF EDCOUCH

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JUL 16 [illegible]

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AI-10169 **12.A.**

Resolution - recycling
CC REGULAR

Date: 07/22/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Approval of Resolution encouraging recycling and energy conservation.

BACKGROUND

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/15/2008 02:02 PM	APRV
2	Dale Kennan	Dale Kennan	07/16/2008 07:54 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/15/2008 01:51 PM	
Final Approval Date: 07/18/2008				

RESOLUTION OF THE HIDALGO COUNTY COMMISSIONERS COURT REQUESTING THAT THE TEXAS LEGISLATURE AND THE TEXAS CONGRESSIONAL DELEGATION CONTINUE TO STRIVE TO IMPROVE THE QUALITY OF LIFE FOR FAMILIES OF TEXAS AND PROMOTE GOOD STEWARDSHIP OF OUR COUNTRY'S ENERGY SUPPLIES AND NATURAL RESOURCES BY TAKING SWIFT AND RESPONSIVE ACTIONS ENCOURAGING RECYCLING AND RECOVERY OF INVESTED ENERGY STORED IN RECYCLABLE MATERIALS.

Whereas, it is the policy of the State of Texas to safeguard the health, general welfare, and physical property of the people and to protect the environment by encouraging the reduction in solid waste generation and the proper management of solid waste, including disposal and processing to extract usable materials or energy; and

Whereas, the Texas Legislature has found that technologies exist to separate usable material from solid waste and to convert solid waste to energy, and that it will benefit Texas to work in cooperation with private business, nonprofit organizations, and public agencies that have acquired knowledge, expertise, and technology in the fields of energy production and recycling, reuse, reclamation, and collection of materials; and

Whereas, recycling performed at facilities in Texas and nationwide reduces energy consumption in steel manufacturing by more than 300 percent when compared to virgin production and disposal, thus significantly easing the burden on our country's electrical power grid; and

Whereas, the energy saved by steel recycling each year is enough to meet the annual electrical needs of 18 million or one-fifth of American households; and

Whereas, using less energy reduces the cost of producing Texas's products and enables the company to trade competitively in the U.S. and abroad, which translates into better jobs and greater income for Texans and other Americans; and

Whereas, more than 3.4 million manufacturing jobs in the U.S. have been lost since 1998 with more than 155,000 being lost in Texas alone, while manufacturing in Texas continues to employ 927,000; and

Whereas, conserving valuable energy resources reduces the impact of manufacturing to our global climate by minimizing the emission of greenhouse gases, such as carbon dioxide, nitrous oxide and sulfur dioxide; and

Whereas, reducing the demand for electricity also eases the burden on the state's electrical grid and helps ensure a consistent, stable supply of electricity; and

Whereas, much of Texas's manufactured steel comes from recycled scrap metal, such as junked cars, discarded appliances and other steel refuse that would otherwise clog our landfills and deface our landscape, and recycling creates a steady supply of materials ready for manufacturing.

Now, Therefore, Be it resolved by the Hidalgo County Commissioners' Court, that the County of Hidalgo, on behalf of Texas's citizens and business, by this resolution, encourage Texas's federal and state elected officials to take a strong position on behalf of recycling and energy conservation.

Approved this 22nd day of July, 2008.

_____

Juan D. Salinas, III, Hidalgo County Judge

_____ _____

Sylvia Handy, Commissioner Pct. 1 Hector Palacios, Commissioner Pct. 2

_____ _____

Joe M. Flores, Commissioner Pct. 3 Oscar L. Garza, Commissioner Pct. 4

AI-10252 **12.B.**

rescheduling of CC mtg. - 7/29/08

CC REGULAR

Date: 07/22/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration and action on rescheduling the meeting of July 29, 2008 to Monday, July 28, 2008 due to court member's absence while attending training

BACKGROUND

Fiscal Impact

Attachments

Link: request

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/18/2008 07:53 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/18/2008 08:02 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/17/2008 04:28 PM	
Final Approval Date: 07/18/2008				

Monica Badillo

From: Mari Gutierrez [mari.gutierrez@hidalgocountyjudge.com]
Sent: Thursday, July 17, 2008 4:18 PM
To: Monica Badillo
Subject: FW: Division of Emergency Management-Office of the Governor
Importance: High
Attachments: Division of Emergency Management-Office of the Governor.pdf

Monica – as per our conversation – can we please move comm. crt. from the 29th to Monday the 28th – Judge will be attending a TEEX training in College Station That week.

Mari Gutierrez
Executive Assistant
Hidalgo County Judge's Office
P.O. Box 1356 / 100 E. Cano
Edinburg, Texas 78540
(956) 318-2600
(956) 318-2699 fax

From: gloria rodriguez
Sent: Thursday, June 12, 2008 10:07 AM
To: J.D. Salinas
Cc: Mari Gutierrez; Raul Lozano; Rigo Villarreal
Subject: Division of Emergency Management-Office of the Governor

Gloria Rodriguez
Administrative Aide I
Hidalgo County Judge's Office
100 E. Cano, 2nd Floor - Edinburg, Texas 78539
(956) 318-2600 - (956) 318-2699 Fax
gloria.rodriguez@hidalgocountyjudge.com

RECEIVED
JUN 11 2008
COUNTY JUDGE

DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
Governor

Mailing Address:
PO Box 4087
Austin, Texas 78773-0220

Contact Numbers:
512-424-2138 Duty Hours
512-424-2277 Non-Duty Hours
512-424-2444 Fax

Physical Address:
5805 N. Lamar Blvd.
Austin, Texas 78752

STEVEN McCRAW
Director
Office of Homeland Security

JACK COLLEY
Chief

June 5, 2008

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

Need your help.

Dear Judge Salinas:

For many years there has been feedback to me from elected officials, especially those who have had to experience a severe or catastrophic natural event, of the need to provide a concise course of instruction for our local officials, which addresses: how to prepare for, respond to and recover from events that strike both with and without warning. These are the events which challenge and test local leaders' abilities to take care of their citizens in a time of dire need. We have together tried many solutions and techniques; however, we have never before had the resource support to accomplish this very important task the way it should be done. Today we do. The Governor's Division of Emergency Management (GDEM) in coordination with the National Emergency Response and Rescue Training Center (NERRTC), has worked to develop a course designed for local leaders. This course will assist local leaders in understanding their roles and responsibilities as they lead their jurisdictions in a time of crises, but more importantly, how to prepare for such events. Our approach will be quite different. We are going to ask leaders to teach leaders.

I would like to invite you to participate in the pilot delivery of this executive level program to help shape this important training event for elected officials in Texas. This course will consist of a facilitated discussion of selected executive homeland security topics (4 hours) followed by three computer simulation-based exercises (12 hours). The course is planned for two days (16 hours) and is specifically focused on the needs of Texas.

The course pilot delivery is scheduled for July 29-30, 2008. You would travel on Monday, the 28th and depart College Station on Thursday, 31st of July. Your participation is fully funded by GDEM. NERRTC will arrange all travel and lodging requirements to and from College Station to include your per diem.

If your schedule permits we would be very grateful if you could attend. Please contact Keith Stephens at (979) 862-6085 or keith.stephens@teexmail.tamu.edu to advise him of your decision. If you have questions, and I know you will, please call me at 512-424-2443 or by e-mail jack.colley@txdp.state.tx.us.

I have asked you simply because you have done it and done it well. I am excited because this course, if it is done well -- and it will be, will have a far greater impact on the health and safety of Texans than any other effort, simply because in Texas, local leaders are in charge and are truly the tip of the spear. Please help us to, help you.

Sincerely,

Jack Colley
Chief

AI-10212 **13.A.**

Various planning items
CC REGULAR

Date: 07/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Nora-Planning
Department: BUDGET & MANAGEMENT
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval:
   -Maldonado Commercial Subdivision - Pct. 4 (Arnold Maldonado)
   -Rancho Hernandez Subdivision - Pct. 3 (Ruben Hernandez)
2. Final Approval:
   -El Lucero Subdivison Phase 2 - Pct. 3 (Julia Moreno)
   -Bearden Subdivision - Pct. 1 (JD Bearden)
   -Hutton No. 7 Subdivison - Pct. 3 (Karen Hutton)
   -La Donna South Subdivion - Pct. 1 (Gregorio Reyes)
3. Final Approval with Financial Guarantee:
   -Birch Phase II Subdivision - Pct. 1 (Roger Bechtal)
   -Midway Meadows Subdivision - Pct. 1 (David Wiechering)
   -Laura Garza Estates - Pct. 4 (Fernando Hinojosa)
4. Release of Letter of Credit:
   -Pueblo de Palmas Phase 9 Subdivision - 3 (J. Gary Frisby)
5. Reimbursement of a Cash Deposit:
   -Leal Estates Subdivision - Pct. 3 (Arabel Leal)

BACKGROUND

Fiscal Impact

Attachments

Link: Letters
Link: Plats
Link: release
Link: reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 08:15 AM	APRV
2	Dale Kennan	Dale Kennan	07/17/2008 09:35 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Angela Garcia			Started On: 07/16/2008 04:05 PM	

Final Approval Date: 07/18/2008

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **Bearden Subdivision– Pct. 1**
Final Approval

Bearden Subdivision is a two (2) lot subdivision located on the North side of Mile 5 North Road and approximately 1101.52 feet East of Mile 4 West Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 10, 2008. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 5 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Weslaco.

Water Services will be provided by the City of Weslaco. There is an existing six (6) inch waterline on Mile 5 North Road.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on April 07, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 15, 2008.**

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **Birch Phase II Subdivision– Pct. 1**
Final Approval with Financial Guarantee

Birch Phase II is a thirty (30) lot subdivision located on the North and South side of Mile 16 North Road approximately ½ mile East of FM 493.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 08, 2008. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on the North side of Mile 16 North Road and twenty (20) feet on the South side of Mile 16 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Gustavo Chapa and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 16 North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on May 19, 2008. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from Texas State Bank in the amount of $30,000.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of thirty (30) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **July 15, 2008.**

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **El Lucero Subdivision Phase 2 – Pct. 3**
Final Approval

El Lucero Phase 2 is a eighty seven (87) lot subdivision located approximately 2.84 miles North of US Business 83 and East of El Pinto Road.

The proposed Subdivision lies within the City of Sullivan and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 20, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Isaac Mata and approved by the Hidalgo County Environmental Health Department. All septic tanks have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Siria Street that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on February 20, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 15, 2008.**

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **Hutton No. 7 Subdivision– Pct. 3**
Final Approval

Hutton No. 7 Subdivision is a two (2) commercial lot subdivision located on the Southwest corner of Mile 7 North Road and La Homa Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 08, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 7 North Road and twenty (20) feet on La Homa Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Mile 7 North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 15, 2008.**

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **La Donna South Subdivision – Pct. 1**
Final Approval

La Donna South is a two (2) commercial lot subdivision located approximately ¼ mile South from Lott Road on the West side of FM 493.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 26, 2006. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 493 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Donna.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing three (3) inch waterline on FM 493 that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on November 16, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 15, 2008.**

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **Laura Garza Estates Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Laura Garza Estates Subdivision is a one (1) lot subdivision located on the West sideof North Ware Road, approximately ½ mile South of Mile 7 Road.

The proposed Subdivision lies within the City of McAllen and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 27, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on North Ware Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing five (5) inch waterline on North Ware Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on February 20, 2008. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from Texas State Bank in the amount of $1,500.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **July 15, 2008**.

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **Maldonado Commercial Subdivision - Pct. 4**
Preliminary Approval

Maldonado Commercial is a seven (7) commercial lot subdivision located at the Northwest corner of SH 107 and Valverde Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 08, 2008. The proposed subdivision lies within a Zone "AH & X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on SH 107 and forty (40) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be North Alamo Water Supply Corporation.

Water Services will be provided by North Alamo Water Supply Corporation. There is an six (6) inch waterline on Valverde Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **July 15, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Maldonado Commercial 2nd Review** Page 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date 06-27-08	Initials JRT
A	1ST SHEET COMMENTS: Provide lot dimension for C-1 north lot line and provide crow feet arrows for C2 curve length.		
B	Correct detention swale easement width along the rear side of lots C-1 through C-6.		
C	Minimum easement width for all utility and drainage swale is 15 feet. Also dimension easement box area for sewer lift station.		
D	Confirm the existing east road ROW for Valverde Rd not only if it's apparent.		
E	As per index to sheet description please add the HCHD and HCROW certifications on sheet one and delete all the items that do not apply to a commercial plat "title A" on sheets two and three. Modifications must apply to all three sheets.		
F	Correct subdivision location description to state that property falls outside the city of Edinburg 2 mile ETJ and that it's within the rural area of the county.		
G	PLAT NOTES: 1] Delete paragraph where you state *"construction for residential housing"* it does not apply to title A. 5] Please establish a BM with subdivision lots set on concrete with disk. 17&18] notes are contradicting with drawing notation. You are mention that irrigation stand pipe will be removed and plat note read that it will be relocated. 19] Correct plat to mention that sewer service must be connected to a "commercial building"		
H	2ND SHEET COMMENTS: Water and sewer engineer report, subdivider certificates, and cost estimate chart, are not required on commercial plat "title A"		
I	Show dual water service for lots C-1 and C-2 outside drainage and utility easement. Also show sewer service for lot C-7.		
J	3RD SHEET COMMENTS: Provide 50'x50' compacted pad site elevated to BFE in every lot that falls inside flood zone "AH". Also show location of pad site at every lot 50 feet from lot frontage and with minimum finish floor elevation.		

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **Midway Meadows Subdivision– Pct. 1**
Final Approval with Financial Guarantee

Midway Meadows is a thirteen (13) lot subdivision located on the Southeast corner of Mile 6 North Road and Midway Road street intersection.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 12, 2008. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) on Mile 6 Road and ten (10) feet on Midway Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by Military Highway Water Supply Corporation. There is an existing six (6) inch waterline on Mile 6 Road and Midway Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on May 19, 2008. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from First National Bank in the amount of $13,000.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of thirteen (13) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **July 15, 2008.**

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 16, 2008

RE: **Rancho Hernandez Subdivision– Pct. 3**
Preliminary Approval

Rancho Hernandez Subdivision is a four (4) lot subdivision located on the South side of Mile 4 Road approximately 323 feet West of Bienestar Road.

The proposed Subdivision lies within the City of McAllen E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 13, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on 4 Mile Line Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Mile 4 Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **July 15, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of McAllen.

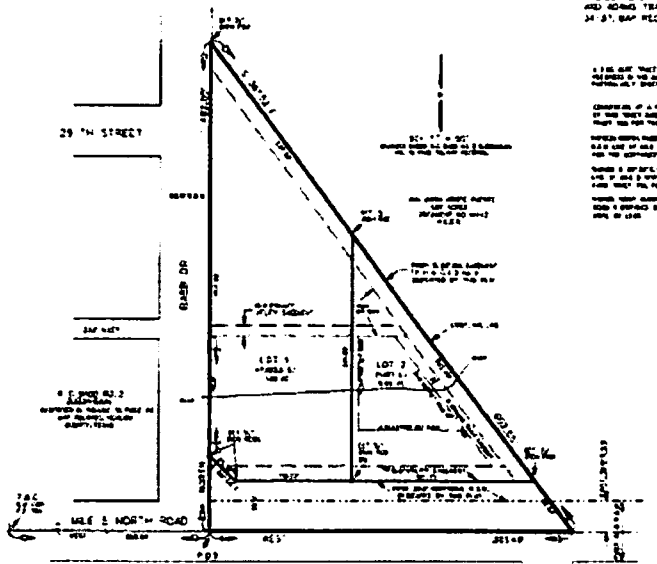
LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

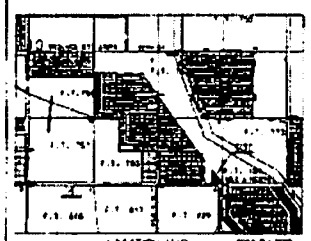
Name of Subdivision: **Rancho Hernandez (2nd Review)** **Page** 1 of 1

This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description

Item Log #	Description of Item	Date	Logger's Initials
A	*1ST SHEET COMMENTS:* Please provide street names fronting subdivision and closes intersection.	07-11-08	JRT
B	Tie down gas line from property lines on each lot where gas line crosses and show/label gas esmnt with documentation number.	"	"
C	Show original division lot line between lots 5 & 6 as mention on metes and bounds.	"	"
D	Show original subdivision lot line for south west adjoiners and provide doc# for Benito Torres and Virginia G. Alfamn.	"	"
E	PLAT NOTES: #7) Add this line to note: *"the lot owner shall be responsible for the maintenance of the swales."*	"	"
F	METE AND BOUNDS: Assign a monument for each point describe on metes and bounds and label if set or found (monument shall reflect on legend)	"	"
G	Correct Texas Water Code on HCDD#1 (49.211).	"	"
H	Show on drawing how is sewage services being provide for existing residences and describe it on sewage report.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

BEARDEN SUBDIVISION





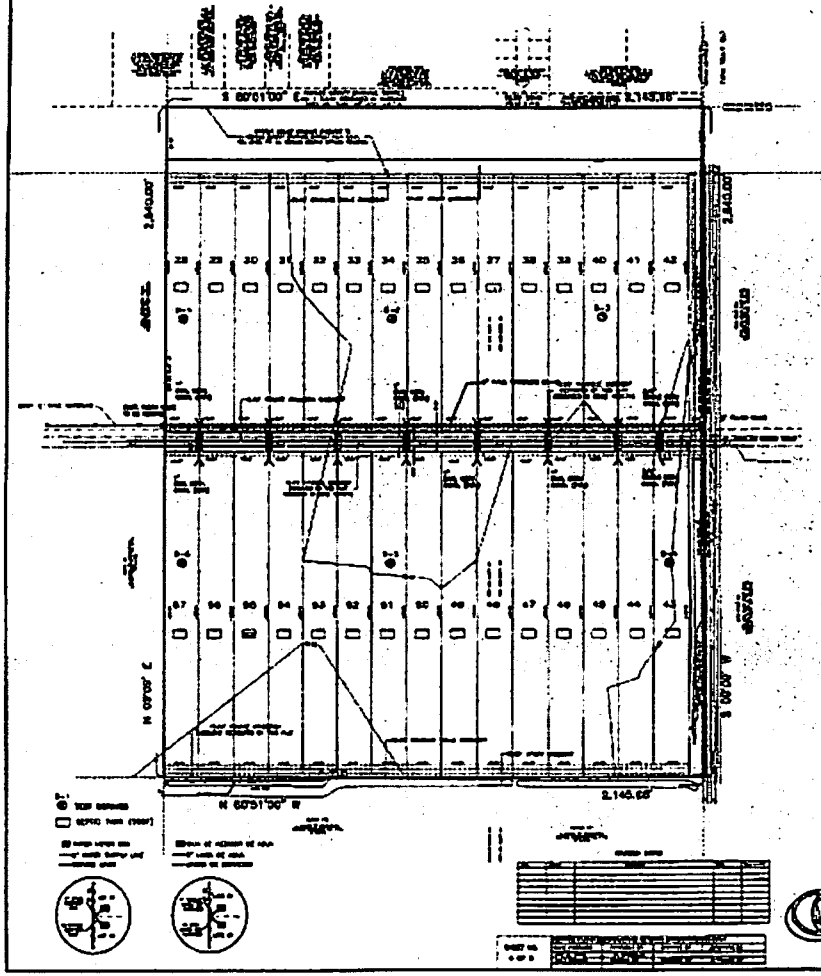
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

BIRCH SUBDIVISION PHASE II

A 13.0684 ACRE TRACT OF LAND BEING ALL OF BLOCKS 161, 163, 165 AND 166, LA BLANCA AGRICULTURAL TRANSMISSION "A", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 68, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO INSTRUMENT NUMBER 1760657, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCALE: 1" = 200'

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA

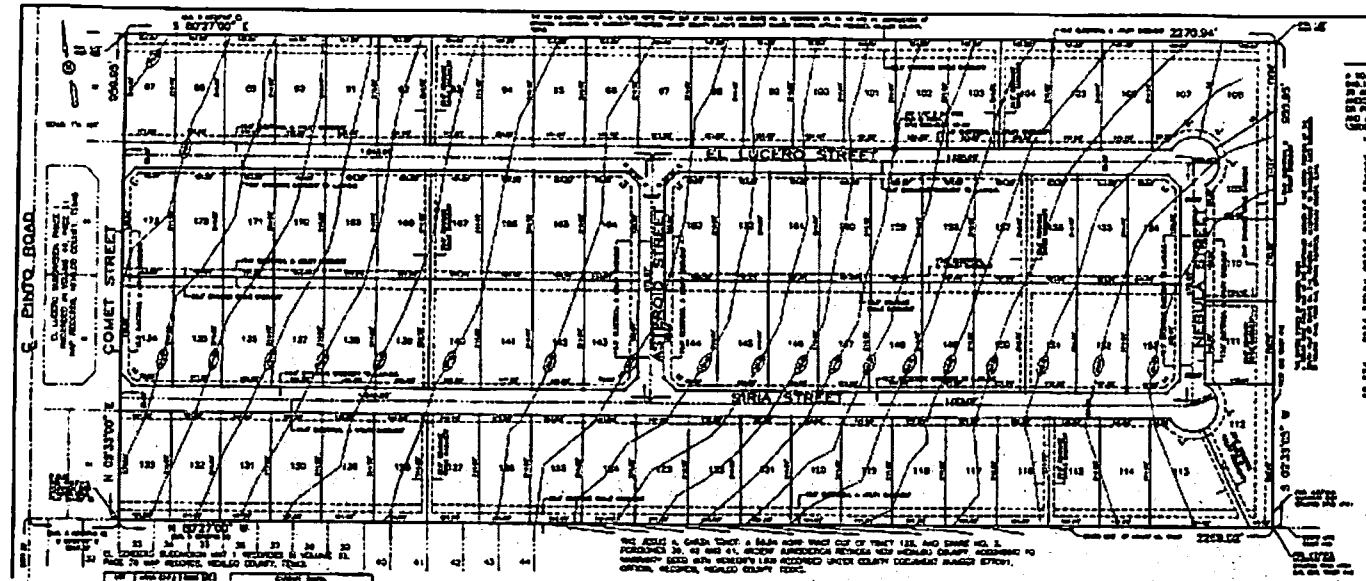


COST ESTIMATE

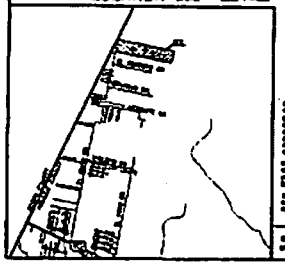
GUNTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS

EL LUCERO SUBDIVISION
PHASE II

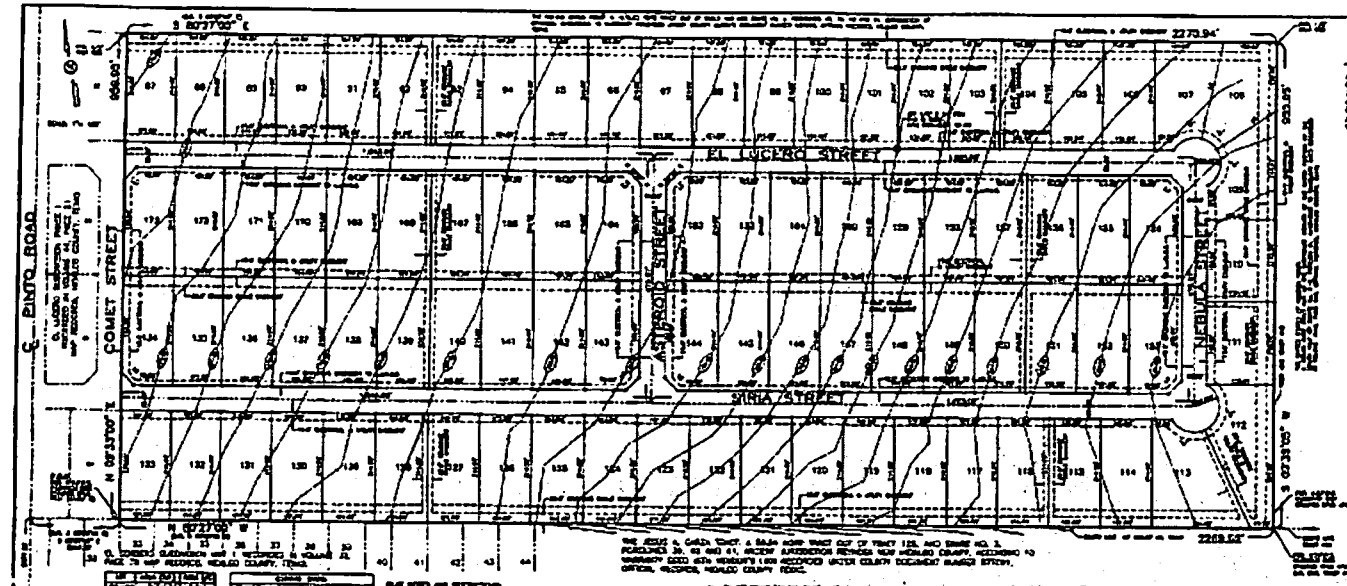


LOCATION MAP



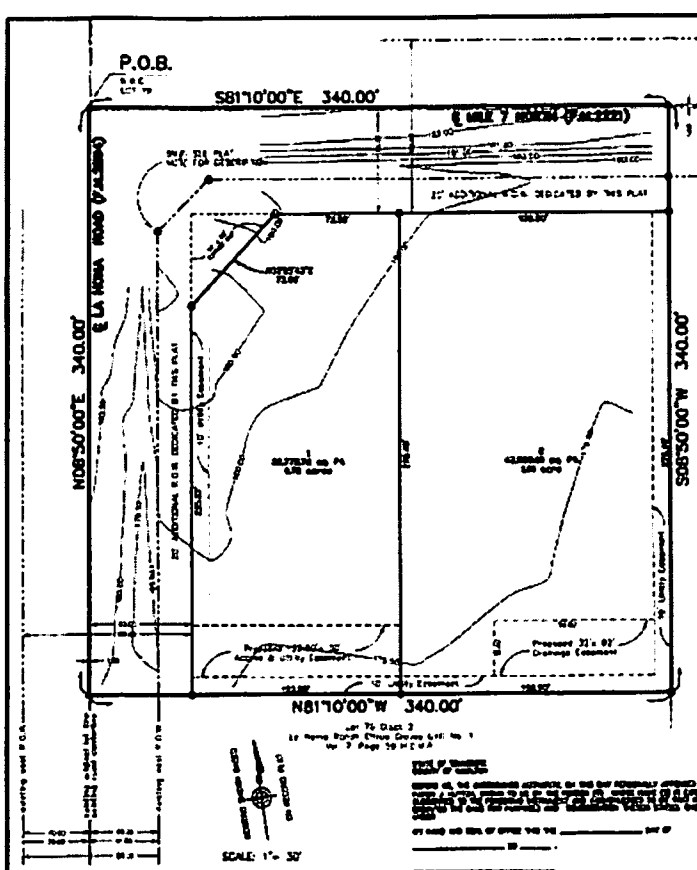
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS

EL LUCERO SUBDIVISION
PHASE II



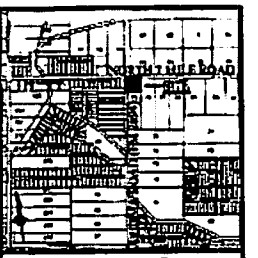
LOCATION MAP

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS



HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES:

LEGEND



PLAT SHEET 1 OF 2

SUBDIVISION PLAT OF

The Hutton Subdivision No. 7

BEING A RESUBDIVISION OF 2.634 ACRES OUT OF LOTS 78 & 79, BLOCK 3, LA HOMA RANCH CITRUS GROVE UNIT NO. 1, HIDALGO COUNTY, TEXAS, AS PER VOLUME 7, PAGE 59, AS RECORDED IN THE MAP RECORDS OF HIDALGO COUNTY

2 Commercial Lots

Plat Scale: 1"=30' – Prepared May 1, 2008

JOB # 1020.005

AEC ENGINEERING, LLC.

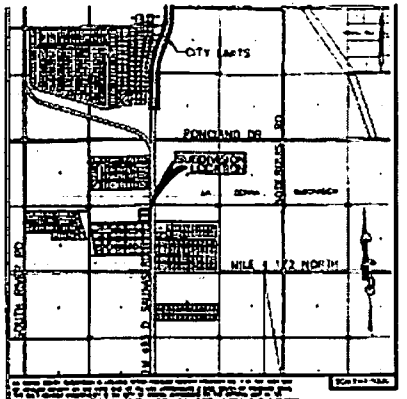
Agricultural ⊕ Environmental ⊕ Civil

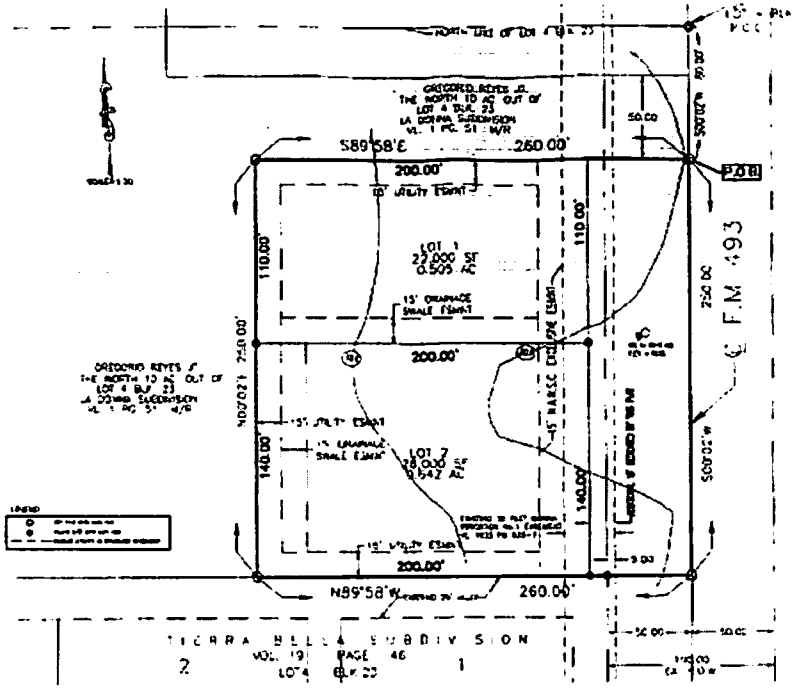
GENERAL CONTACTS

	NAME	ADDRESS	PHONE	FAX
OWNER	KAREN A. HUTTON	709 QUEENS STREET SOUTHWESTERN, TENNESSEE 37625	000-000-0000	000-000-0000
ENGINEER	CARLOS GARZA	P.O. BOX 1403 EDINBURG, TX 78540	000-000-0000	000-000-0000
SURVEYOR	JOSE MARIO GONZALEZ	6007 SOUTH EXPRESSWAY MISSION, TX 78572	000-000-0000	000-000-0000

INDEX TO SHEETS OF THE HUTTON SUBDIVISION NO. 7

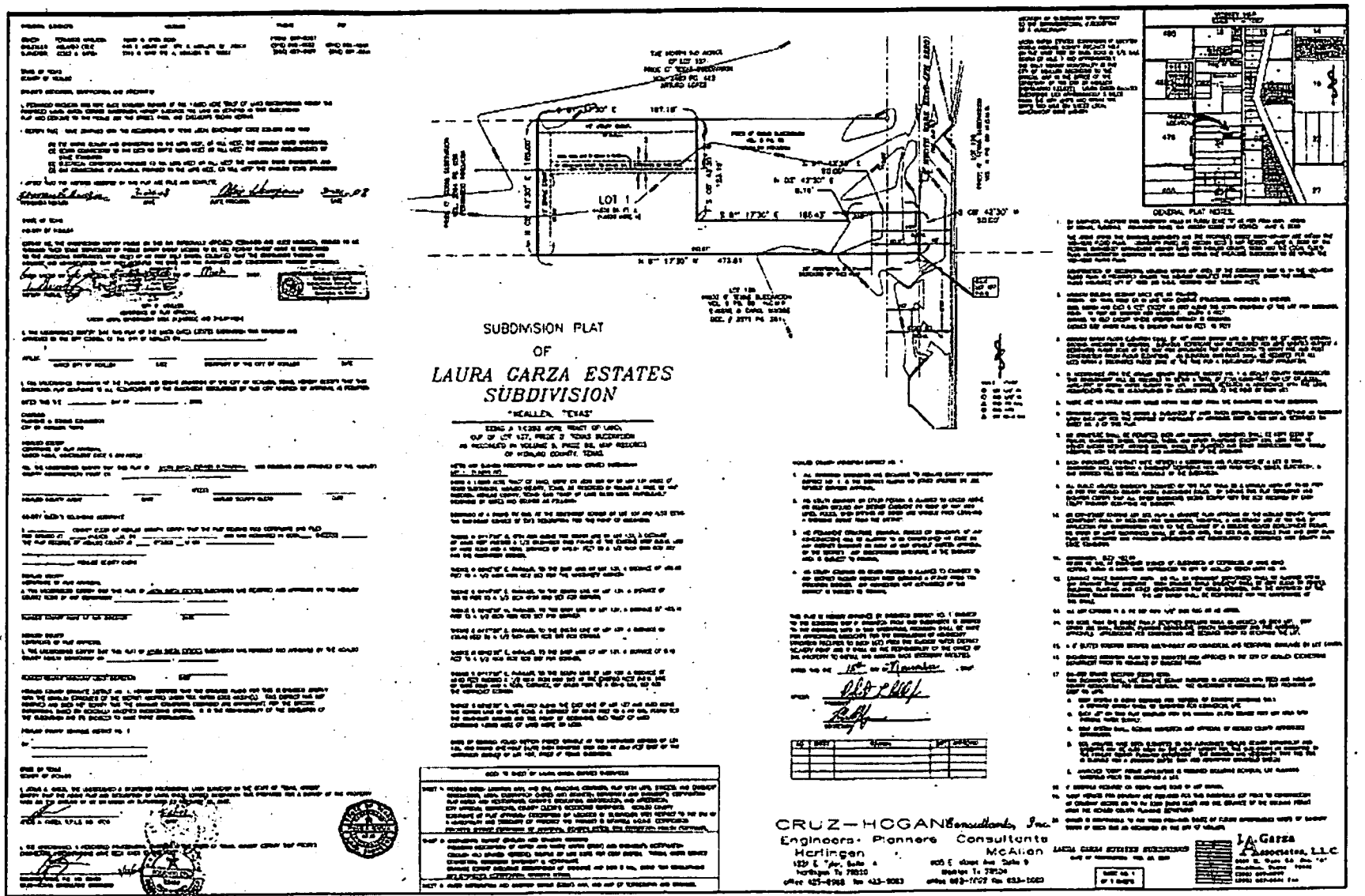
NO.	SHEET	REVISION	DATE	APPROVED





SUBDIVISION PLAT OF:
LA DONNA SOUTH SUBDIVISION

A. Gutierrez Engineering PLLC



SUBDIVISION PLAT

OF

LAURA CARZA ESTATES SUBDIVISION

"MCALLEN, TEXAS"

CRUZ—HOGAN Consultants, Inc.

Engineers · Planners · Consultants

Harlingen

McAllen

LA Garza Associates, LLC

MALDONADO COMMERCIAL SUBDIVISION

RIO DELTA ENGINEERING

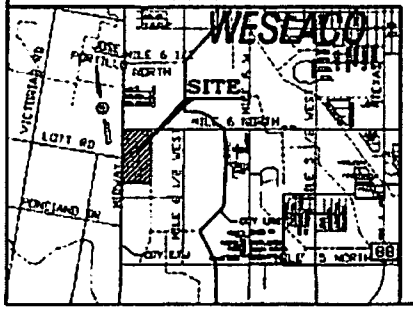
PLAT SHEET
MALDONADO COMMERCIAL SUBDIVISION
EDINBURG, TEXAS

SUB 07 043

1 OF 3

MIDWAY MEADOWS

LOCATION MAP



STATE OF TEXAS
COUNTY OF HIDALGO

12-11-07
DATE

PLAT NOTE AND RESTRICTIONS

INDEX OF SHEETS

LOCATION OF SUBDIVISION WITH RESPECT TO THE CORPORATE LIMITATION OF A MUNICIPALITY

PERSONAL RESIDENCE

NOTE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY DRAINAGE DISTRICT APPROVAL

SHEET INDEX

SHEET	TITLE	NO.

CONTRABLLA, HINDLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

STATE OF TEXAS
COUNTY OF HIDALGO

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.0065 AND §212.007

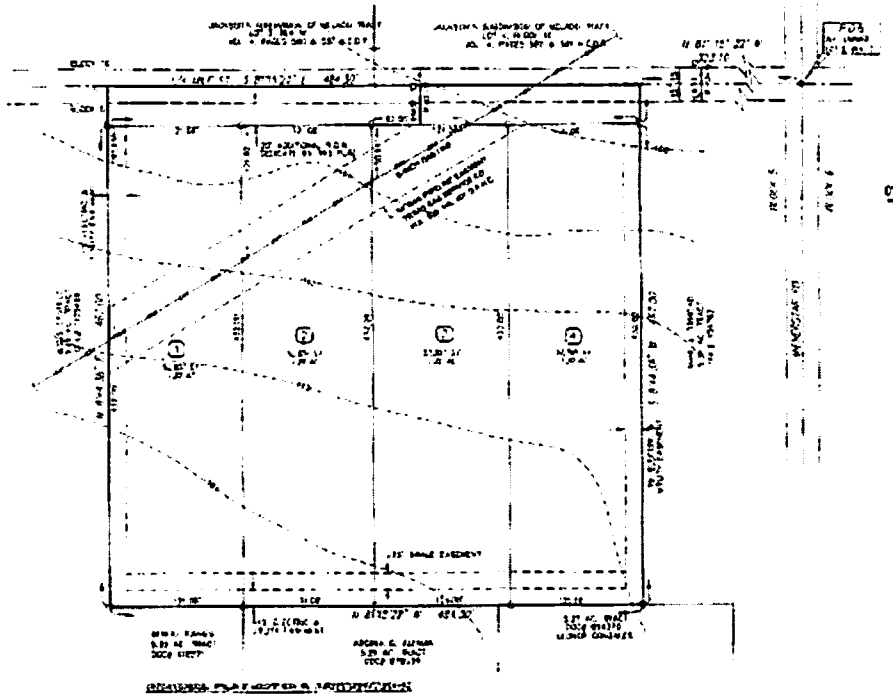
CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

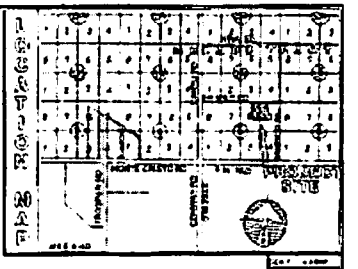
COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

7-10-08
DATE







RANCHO HERNANDEZ SUBDIVISION

HIDALGO COUNTY, TEXAS

1 OF 2

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JULY 16, 2008

RE: PUEBLO DE PALMAS PH. 9 SUBDIVISION – PCT. 3

ON MARCH 11, 2008, THE COUNTY COMM,ISSIONERS COURT GRANTED FINAL APPROVAL WITH LETTER OF CREDIT NO. 3065-S FOR THE ABOVE REFERENCED SUBDIVISION. THE LETTER OF CREDIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF NINETY SEVEN (97) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $106,700.00 DOLLARS. THIS REFLECTS THE COMPLETION OF THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS.

STAFF RECOMMENDS APPROVAL FOR THE RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $106,700.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TEXAS STATE BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3065-S

TO: Hidalgo County Judge
The Honorable J. D. Salinas
100 E. Cano, Suite 202
Edinburg, TX 78530

DATE: February 21, 2008 **SUBDIVISION NAME: Pueblo de Palmas, Phase 9**

EXPIRATION DATE: February 21, 2009

We hereby authorize you to draw at sight on Texas State Bank for the account of JGF Enterprises, LP (the Subdivider), P. O. Box 1000, Mission, Texas 78573-1000 up to the aggregate amount of One Hundred Six Thousand Seven Hundred Dollars and No/100th ($106,700.00 USD) available by your draft(s) accompanied by a certification by the County Planning Commission or County Judge that the following condition exists:

> 1) "A condition of draw exists under the Subdivision Construction Agreement dated *(enter date of agreement)*, by and between Subdivider and the Hidalgo County (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Partial drawings are allowed and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the stated amount of this credit, and upon any draw, reduction letter, cancellation, or maturity that exhausts this credit, the original of this credit will be surrendered to us.

Drafts must be drawn and presented on or by February 21, 2009, at the close of business of the Issuer of this credit. All draft(s) drawn under this standby letter of credit must be marked "Drawn Under Texas State Bank Irrevocable Standby Letter of Credit No. 3065-S, Dated February 21, 2008", and be presented to Texas State Bank, 3900 North Tenth Street, Attention: Letter of Credit Department, 4th Floor, McAllen, Texas 78501. Drafts will be honored within five calendar days of presentment.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

We hereby engage all drawers that draft(s) drawn under this credit and presented to Issuer in compliance with the terms and conditions of this credit will be duly honored. Presentation must be made on or before the expiration date.

This letter of credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

TEXAS STATE BANK

By: _____
Mark Voss
Executive Vice President

P.O. Box 550, Mission, Texas 78573-0550 • (956) 585 - 4801 • Fax (956) 585 - 1341

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

July 16, 2008

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: PUEBLO DE PALMAS PHASE 9

Dear Mr. Sesin:

According to our records the septic tank systems for **PUEBLO DE PALMAS PHASE 9** a 97lot subdivision, located on **FM 2221 AND SABAL PALM DRIVE,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JULY 16, 2008

RE: LEAL ESTATES SUBDIVISION – PCT. 3

ON MAY 08, 2007, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,500.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF RECOMMENDS APPROVAL FOR THE REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

№ 056808

DICEMBER 20, 2006

RECEIVED OF: LUIS NAVA - Arabel + Joel Leal $ 3000.00

THREE THOUSAND 00/100 DOLLARS

SUBDIVISION: LEAL ESTATES DEVELOPER ARABEL LEAL

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. 3

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	-1100-211-00-000-018-0-000
2 Septic Tanks	3000 00
Other	
Total	3000.00

M.O. ☐

CHECK ☑ 3101 CASH ☐

PREPARED BY: R. Jovan.

Auditor's Form – ECPD 0001, Rev. 6-04

Leal's Slp

ARABEL S & JOEL LEAL
P. O BOX 1213
SULLIVAN CITY TX 78585
956-465-9500

3101

12-12-06 Date

Pay to the Order of: County of Hidalgo $ 3000 00

Three Thousand Dollars

LA JOYA AREA CREDIT UNION P.O. Box 1300 La Joya, Texas 78560 (956) 585-6207

For Septic Tanks

⑆314985468⑆0000694505⑈ 3101

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

July 14, 2008

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: LEAL ESTATES

Dear Mr. Sesin:

According to our records the septic tank systems for **LEAL ESTATES** a **1** lot subdivision, located on **3 MILE LINE AND BENTSEN PALM ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

AI-10228 **13.B.**

Replacement Of Cellular Phone
CC REGULAR

Date: 07/22/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Planning Department

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for the upgrade of equipment) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Equipment Type:	Monthly Plan Cost:	Type of Plan:
Planning	Raul E. Sesin	Blackberry 8830	$99.99	Simply Everything Plan

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-10-210-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $4,737.61 as of 7/17/08.

Attachments

Link: Replacement Of Cellular Phone

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 08:21 AM	APRV
2	Dale Kennan	Dale Kennan	07/17/2008 09:58 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Griselda Salazar — Started On: 07/16/2008 05:12 PM

Final Approval Date: 07/18/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other Replacing ic502phone with a blackberry 8830

Existing Phone number (956)239-2105

(2) Requesting employee/position: Raul E. Sesin, Planning Administrator

Employee ID #: 101796 Office: Planning **Budget Acct. #:** 8-1100-419-10-210-001-0-532

(3) Type of duties:

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

(4) Describe how cell phone will be used: County Business, communication via e-mail with Developers, Engineers, County Offices, etc.

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

Sprint	☑ Other	☐ BE1000	☐ Data Plan	☐ Equipment Type	☐ Equipment Cost
Plan Cost	$ 99.99	$55.00	$55.00		$

(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently
3 times a year

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

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

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

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	RAUL E. SESIN	7/16/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-9835 **14.A.**

Post LAP-D Report
CC REGULAR

Date: 07/22/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Report of the Post Learning Accomplishment Profile Diagnostic (LAP-D) Report

BACKGROUND

Policy Council Approval: 06.18.08

Fiscal Impact

Attachments

Link: LAP-D

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/20/2008 09:42 AM	APRV
2	Erika Reyna	Erika Reyna	07/03/2008 09:06 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Linda Galaviz			Started On: 06/19/2008 02:07 PM	
Final Approval Date: 07/18/2008				

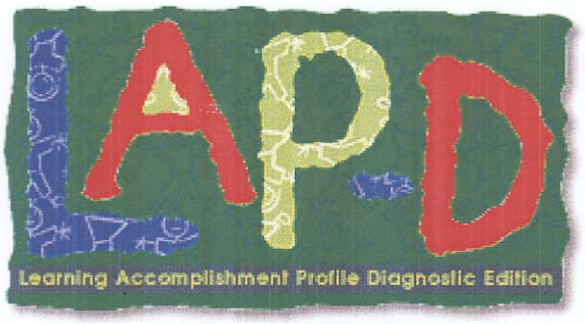
Agency Name: Hidalgo County Head Start

Head Start Outcomes Report for Hidalgo County Head Start

Based on Results From the LAP-D Assessment

Report Period: 08/27/2007 through 05/29/2008

Pre [X] Mid [X] Post [X]



Head Start Child Outcome Framework:

Head Start programs must have in place an assessment system that not only measures and reports on a child's progress, but provides information useful for program planning and follow-up. As a standardized assessment instrument, the LAP-D measures children's developmental performance across four domains each containing two subscales and provides information concerning each child's developmental progress as compared to the normative sample. Two additional observation check-lists are included with the LAP-D for Personal/Social Development and Self-Help. The LAP-D provides information useful for measuring and reporting on a child's progress as well as aggregated data for program monitoring.

The following reports correlate the developmental milestones contained in the LAP-D to the Domains, Domain Elements, and Indicators from the Head Start Child Outcomes Framework. Selections were made based on the Domain, Domain Element and Indicator that most closely corresponded to the abilities of typically developing children at the developmental age for each milestone in the LAP-D. There are several instances in which specific milestone(s) could be associated with multiple indicators in the Outcomes Framework. For purposes of correlating the developmental milestones to the Outcomes Framework, we have kept items at a one-to-one association and matched the milestone to the indicator that best matches a child's ability at that age.

(The LAP-D does not measure progress towards listening, understanding and speaking English for non-English speaking children).

Tables 1 and 2 show the correspondence of the LAP-D to the Outcomes Framework. Legislatively, Head Start is required to collect and analyze data on thirteen specific Domain elements and/or indicators. Domains and/or Domain Elements containing these 13 items are denoted with an *.

Table 1

Domain	# of Milestones
Language Development *	37
Literacy *	11
Mathematics *	52
Science	17
Creative Arts	3
Social & Emotional	35
Approaches to Learning	3
Phsyical Health & Development	168

Table 2 lists the Head Start Child Outcomes Framework, Domains, and Domain Elements and the individual LAP-D milestones associated with each Domain Element. Information contained in the LAP-D Milestone column refers to the LAP-D item number as shown in the scoring booklet

Table 2

Domain	Domain Element	LAP-D Milestone
Language Development	Listening and Understanding *	LC1,LC2,LC3,LC4,LC5,LC7,LC8,LC9,LC10,LC11,LC12,LC13
	Speaking and Communicating *	LN1,LN2,LN3,LN4,LN5,LN6,LN7,LN8,LN9,LN10,LN11,LN13,LN14,LN23,LN24,LN25,LN26
Literacy	Phonological Awareness *	CM24
	Book Knowledge and Appreciation *	FM3,FM7,LN21,LC15
	Print Awareness and Concepts *	LN30,LC23
	Early Writing	FW2,FW20
	Alphabet Knowledge *	LC22, LN27
Mathematics	Number and Operations *	CC1,CC8,CC10,CC12,CC13,CC14,CC15,CC16,CC17,CC18 CC19,CC20,CC21,CC22,CC23,CC24,CC25,CC26,CC27
	Geometry and Spatial Sense	FM17,FM18,FM20,FM21,FM23,CM5,CM6,CM7,CM12,CM16
	Patterns and Measurement	CC3,CC6,CC7,CC11,CM3,CM10,CM21
Science	Scientific Skills and Methods	CM8,CM9,CM19,LN19,LN28,LN29
	Scientific Knowledge	FW13,FW15,FW21,FW23, FW25,CC30,CM15,LN15,LN16,LN17,LN20
Creative Arts	Music	-
	Art	-
	Movement	PS40
	Dramatic Play	PS2,PS23
Social and Emotional Devemopment	Self Concept	PS4,PS5,PS6,PS16,PS17,PS18,PS27,PS30,PS35
	Self-Control	PS14,PS20,PS21,PS34

Domain	Domain Element	LAP-D Milestone
Social and Emotional Development	Cooperation	PS3,PS8,PS9,PS11,PS12,PS19,PS22,PS33,PS37,PS39
	Social Relationships	PS1,PS10,PS24,PS25,PS31,PS32,PS36
	Knowledge of Families and Communities	PS15,PS26,PS28,PS29,PS38
Approaches to Learning	Initiative and Curiosity	LN12,LN18,LN22
	Engagement and Persistence	-
	Reasoning and Problem Solving	-
Physical Health and Development	Fine Motor Skills	FM1,FM2,FM4,FM5,FM6,FM8,FM9,FM10,FM11,FM12 FM13,FM14,FM15,FM16,FM19,FM22,FM24,FM25,FM26 FM27,FM28,FW1,FW3,FW4,FW5,FW6,FW7,FW8,FW9 FW10,FW11,FW12,FW14,FW16,FW17,FW18,FW19 FW22,FW24,FW26,FW27,FW28,FW29,FW30,FW31 CC5,CM1,CM2,CM4,CM11,CM14
	Gross Motor Skills	GB1,GB2,GB3,GB4,GB5,GB6,GB7,GB8,GB9,GB10,GB1 1 GB12,GB13,GB14,GB15,GB16,GB17,GB18,GB19,GB20 GB21,FB22,GB23,GB24,GB25,GB26,GB27,GB28,GB29 GB30,GB31,GB32,GB33,GB34,GO1,GO2,GO3,GO4 GO5,GO6,GO7,GO8,GO9,GO10,GO11,GO12,GO13 GO14,GO15,GO16,GO17,GO18,GO19,GO20,GO21
	Health Status and Practices	SH1,SH2,SH3,SH4,SH5,SH6,SH7,SH8,SH9,SH10,SH11 SH12,SH13,SH14,SH15,SH16,SH17,SH18,SH19,SH20 SH21,SH22,SH23,SH24,SH25,SH26,SH27,SH28,SH29 SH30,SH31,SH32,SH33,SH34,SH35,SH36,SH37,SH38 SH39,SH40,SH41,SH42,SH43,SH44,SH45,SH46,SH47 SH48,SH49,SH50,SH51,SH52,SH53,SH54,SH55,SH56 SH57,SH58,SH59,SH60

Legend:

FM Fine Motor: Manipulation
FW Fine Motor: Writing
CM Cognitive: Matching
CC Cognitive: Counting
LN Language: Naming
LC Language: Comprehension

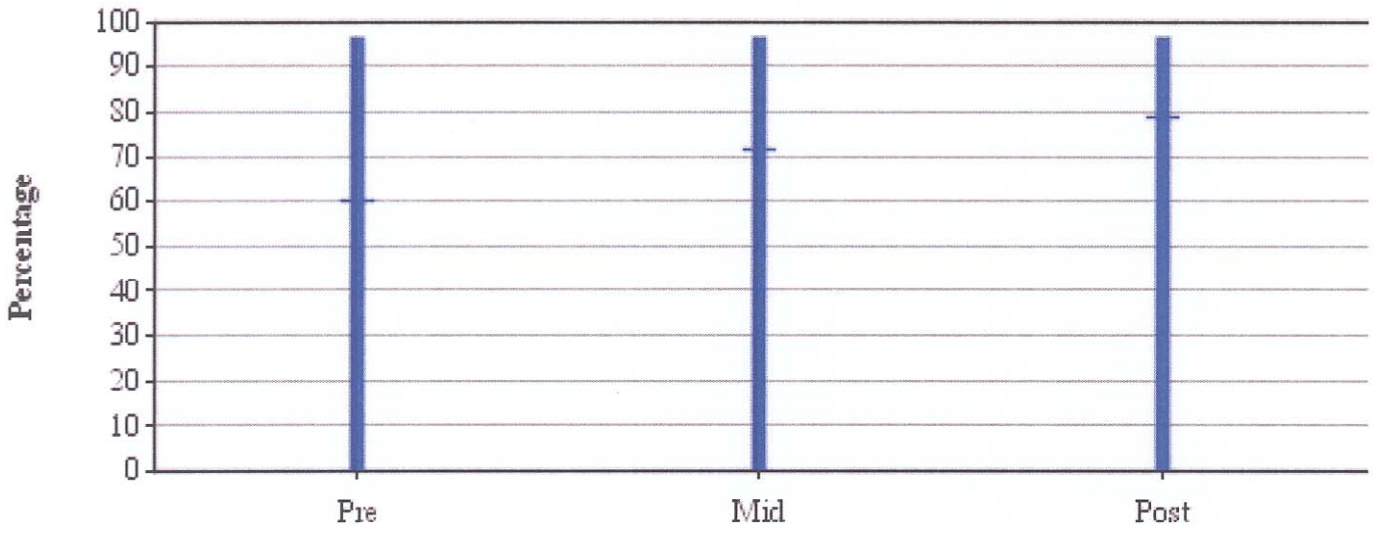
GBGross Motor: Body Movement
GOGross Motor: Object Movement
PSPersonal/Social
SHSelf-Help

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Language Development

Domain Element: Listening and Understanding *
Speaking and Communicating *



Lowest Percentage	0.00	0.00	0.00
Program Average	60.16	71.21	78.65
Highest Percentage	94.59	94.59	94.59

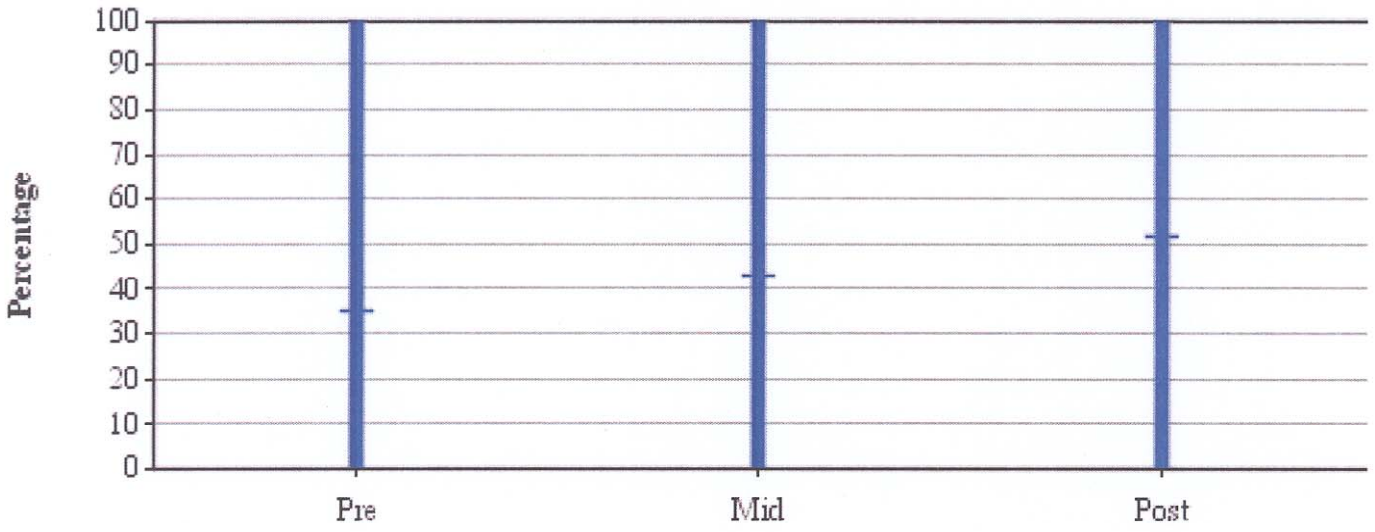
	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	60.16	71.21	78.65
Avg. Percentage Gain <Loss>		11.06	7.44

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Literacy

Domain Element: Phonological Awareness *
Book Knowledge and Appreciation *
Print Awareness and Concepts *
Early Writing
Alphabet Knowledge *



Lowest Percentage	0.00	0.00	0.00
Program Average	35.21	43.27	51.82
Highest Percentage	100.00	100.00	100.00

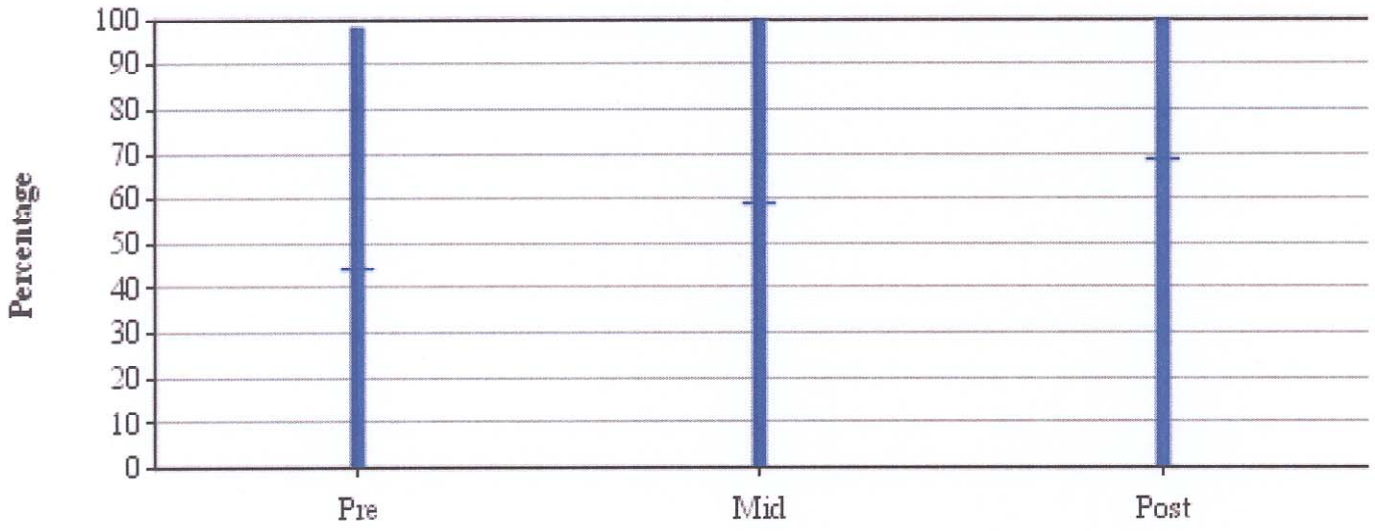
	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	35.21	43.27	51.82
Avg. Percentage Gain <Loss>		8.06	8.55

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Mathematics

Domain Element: Number and Operations *
Geometry and Spatial Sense
Patterns and Measurements



Lowest Percentage	0.00	0.00	0.00
Program Average	44.23	58.73	68.84
Highest Percentage	96.15	100.00	100.00

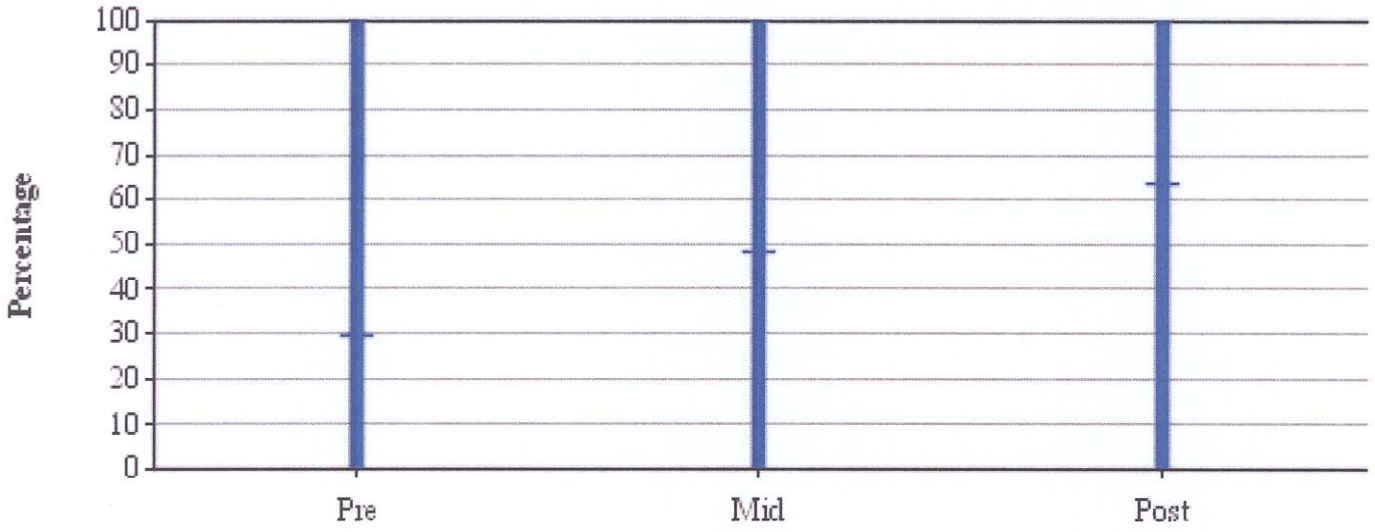
	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	44.23	58.73	68.84
Avg. Percentage Gain <Loss>		14.50	10.11

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Science

Domain Element: Scientific Skills and Methods
Scientific Knowledge



Lowest Percentage	0.00	0.00	0.00
Program Average	29.61	48.41	63.66
Highest Percentage	100.00	100.00	100.00

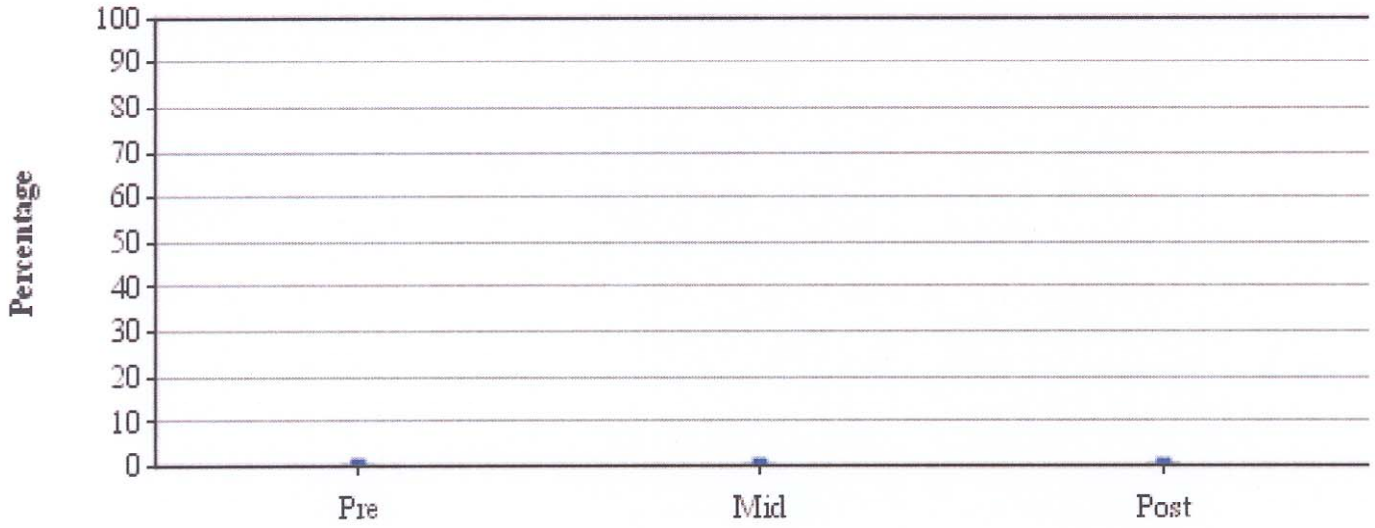
	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	29.61	48.41	63.66
Avg. Percentage Gain <Loss>		18.80	15.25

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Creative Arts

Domain Element: Music
Art
Movement
Dramatic Play



Lowest Percentage	0.00	0.00	0.00
Program Average	0.00	0.00	0.00
Highest Percentage	0.00	0.00	0.00

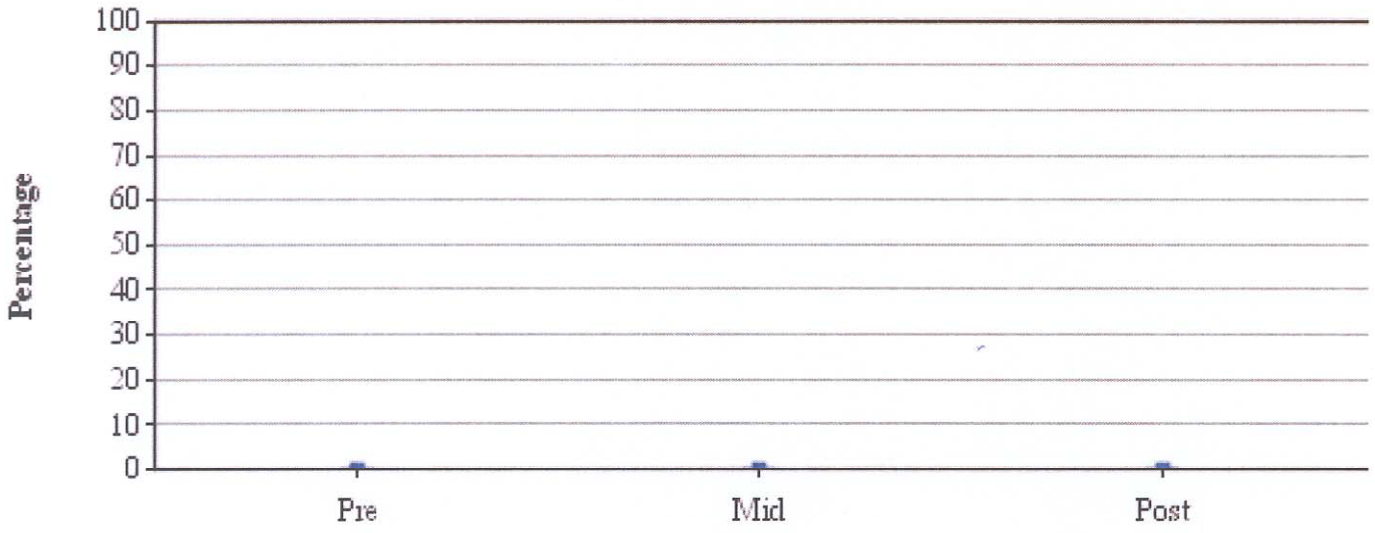
	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	0.00	0.00	0.00
Avg. Percentage Gain <Loss>		0.00	0.00

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Social and Emotional Development

Domain Element: Self Concept
Self-Control
Cooperation
Social Relationships
Knowledge of Families and Communities



Lowest Percentage	0.00	0.00	0.00
Program Average	0.00	0.00	0.00
Highest Percentage	0.00	0.00	0.00

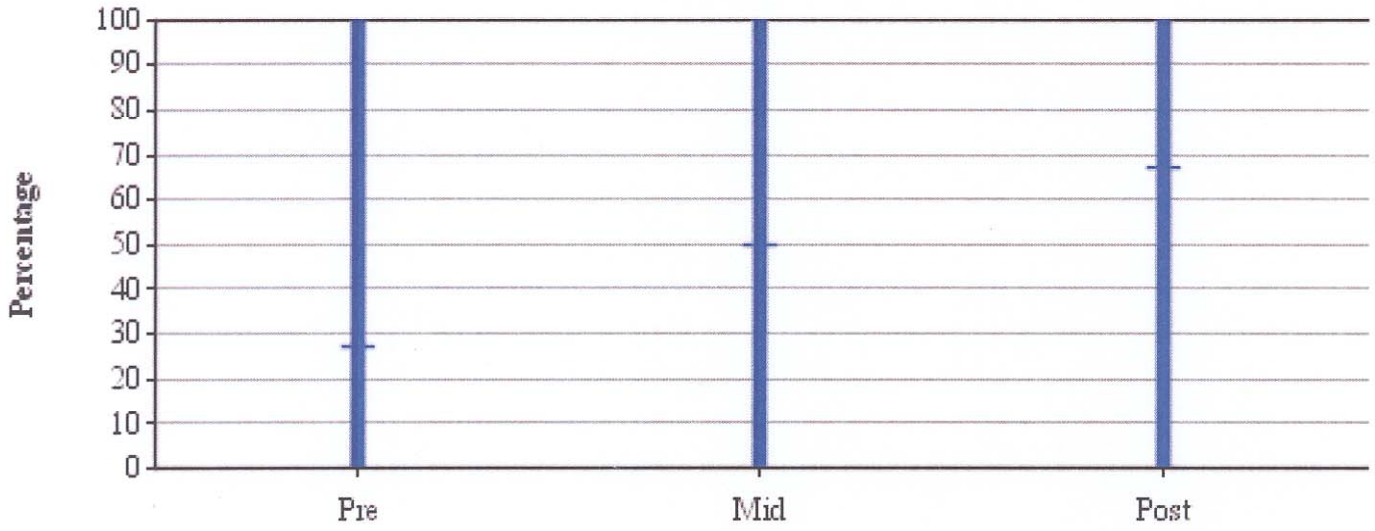
	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	0.00	0.00	0.00
Avg. Percentage Gain <Loss>		0.00	0.00

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Approaches to Learning

Domain Element: Initiative and Curiosity
Engagement and Persistence
Reasoning and Problem Solving



Lowest Percentage	0.00	0.00	0.00
Program Average	27.52	49.65	66.71
Highest Percentage	100.00	100.00	100.00

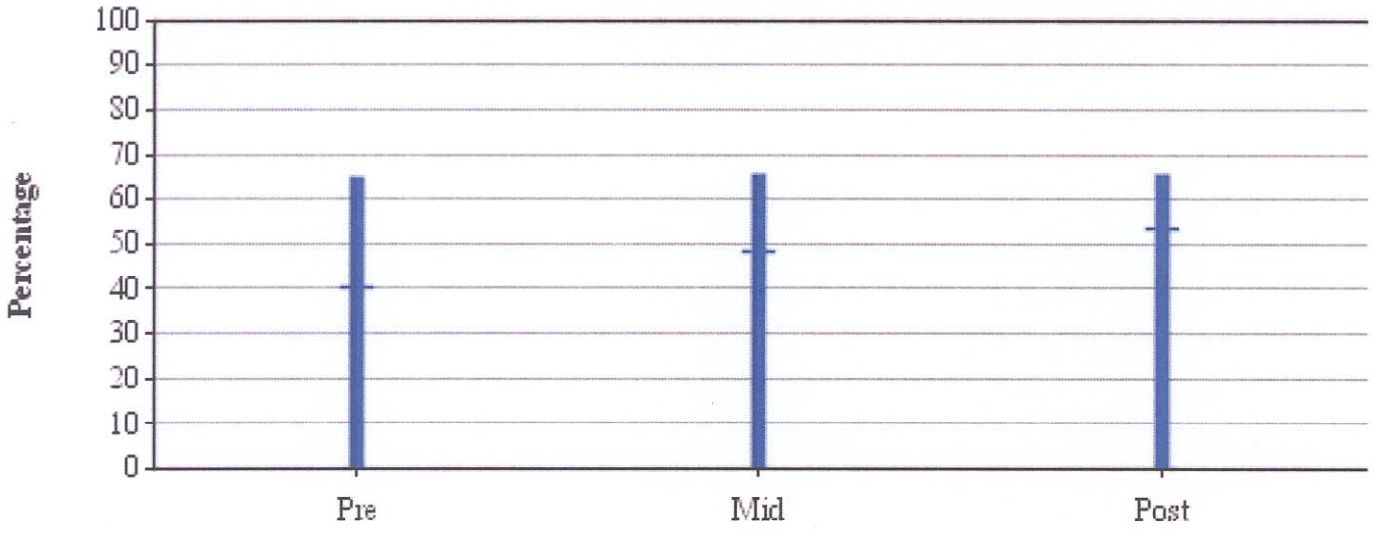
	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	27.52	49.65	66.71
Avg. Percentage Gain <Loss>		22.13	17.07

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Physical Health and Development

Domain Element: Fine Motor Skills
Gross Motor Skills
Health Status and Practices



Lowest Percentage	0.00	0.00	0.00
Program Average	40.38	48.11	53.57
Highest Percentage	63.69	64.28	64.28

	Pre	Mid	Post
Number of Sites:	43	43	43
Number of Children	3743	3436	3364
Average	40.38	48.11	53.57
Avg. Percentage Gain <Loss>		7.73	5.46

AI-9836 **14.B.**

Financial Report
CC REGULAR

Date: 07/22/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Financial Report: May, 2008

BACKGROUND

Policy Council Approval: 06.18.08

Fiscal Impact

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/20/2008 09:43 AM	APRV
2	Erika Reyna	Erika Reyna	07/03/2008 09:23 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Linda Galaviz			Started On: 06/19/2008 02:09 PM	
Final Approval Date: 07/18/2008				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: June 18, 2008

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h)(1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report - May 2008

****

INITIATED BY: Elma Keller, Finance Director E Keller

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2008 POLICY COUNCIL BUDGET
From 5/1/2008 Through 5/31/2008

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Balance	%Remaining	Current Actual
01	SALARIES	$15,099,275.04	$5,472,619.52	$0.00	$9,626,655.52	63.76%	$1,105,946.15
02	FRINGE BENEFITS	$5,564,297.06	$2,093,083.32	$0.00	$3,471,213.74	62.38%	$414,299.95
03	OUT OF TOWN TRAVEL	$10,000.00	$0.00	$0.00	$10,000.00	100.00%	$0.00
04	EQUIPMENT	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00
05	SUPPLIES	$827,802.60	$453,135.82	$49,885.46	$324,781.32	39.23%	$88,213.61
06	OTHER COST	$1,725,032.30	$849,776.62	$92,247.88	$783,007.80	45.39%	$212,978.84
Report Total		$23,226,407.00	$8,868,615.28	$142,133.34	$14,215,658.38	61.20%	$1,821,438.55

AI-9837 **14.C.**

Bid Awards and Contracts

CC REGULAR

Date: 07/22/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Bid Awards and Contracts to Low Bidders Meeting all Specifications for:

1. Lawn Care Services Bid #: 2008-04-004
2. Air Conditioning Maintenance and Repairs Bid #: 2008-04-005
3. Plumbing Repairs Bid #: 2008-04-006

BACKGROUND

Policy Council Approval: 06.18.08

Fiscal Impact

Attachments

Link: Bid Awards

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/20/2008 09:43 AM	APRV
2	Erika Reyna	Erika Reyna	07/03/2008 09:32 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Linda Galaviz			Started On: 06/19/2008 02:12 PM	
Final Approval Date: 07/18/2008				

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: June 19, 2008

SUBJECT: Discussion/Approval of Bid Awards and Contracts to low Bidders Meeting All Specifications for:

1. Lawn Care Services- Bid #2008-04-004
2. Air Conditioning Maintenance & Repair- Bid #2008-04-005
3. Plumbing Repair- Bid #2008-04-006

RATIONALE/NEED: Contract must be secured in order to continue services to all Head Start Facilities.

RECOMMENDATION: Administration recommends approval of Bid Awards to:

(1) Lawn Care Services- Lawn Care Experts, Inc.
(2) Air Conditioning Maintenance & Repair- EMCO, Electromechanical Co.
(3) Plumbing Repair- Garza's Plumbing & Construction, Inc.

COST: Yearly Estimated Cost:

(1) $25,000 - Lawn Care Services
(2) $25,000 - Air Conditioning Maintenance & Repair
(3) $25,000 - Plumbing Repair

RELATED INFORMATION INCLUDED: Memo

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program

M E M O R A N D U M

TO: Edmundo Garcia, Assistant Program Director

From: Ambrosio Tovar, Procurement Director AT

Cc: Oscar Palacios, Field Operations Director

Yolanda Velasquez, Procurement Assistant

Date: June 04, 2008

REF: Bid Award for Lawn Care Services Bid #2008-04-004

The bid opening for Lawn Care was held on Wednesday, June 4, 2008. Three (3) bid packages were picked up with two (2) vendors submitting a bid package. Both bid packages were complete and met all the requirements. The following is the cost per center per month submitted by each vendor.

1) Lawn Care Experts, Inc., Edinburg, TX
$90.00 month per center

2) R & R General Contractors, Mission TX
$113.00 month

The bids were reviewed by Mr. Palacios and myself. We are recommending the award to **Lawn Care Experts, Inc.**

If should have any questions or need additional information, please let me know.

Thank You

Hidalgo County Head Start Program

M E M O R A N D U M

TO:	Edmundo Garcia, Assistant Program Director
From:	Ambrosio Tovar, Procurement Director
Cc:	Oscar Palacios, Field Operations Director
	Yolanda Velasquez, Procurement Assistant
Date:	June 04, 2008
REF:	Bid Award for Air Conditioning Maintenance & Repair Bid #2008-04-005

The bid opening for Air Conditioning Maintenance & Repair was held on Wednesday, June 04, 2008. Four (4) bid packages were picked up with two (2) vendors submitting a bid package. Both bid packages were complete and met all the requirements. The following is the cost per hour plus part mark-up submitted by each vendor.

1) RBC Services, Alamo, TX
   $50.00 per hour with/ 25% parts mark up

2) EMCO Electro Mechanical, Co. , McAllen, TX
   $47.50 per hour with/15% parts mark up

The bids were reviewed by Mr. Palacios and myself. We are recommending the award to **EMCO Electro Mechanical, Co.**

If you should have any questions or need additional information, please let me know.

Thank You

Hidalgo County Head Start Program

M E M O R A N D U M

TO: Edmundo Garcia, Assistant Program Director

From: Ambrosio Tovar, Procurement Director AT

Cc: Oscar Palacios, Field Operations Director

Yolanda Velasquez, Procurement Assistant

Date: June 04, 2008

REF: Bid Award for Plumbing Repair Bid #2008-04-006

The bid opening for Plumbing Repair was held on Wednesday, June 04, 2008. Two (2) bid packages were picked up with one (1) vendor submitting a bid package. The bid package was complete and met all the requirements. The following is the cost per hour plus part mark-up submitted by vendor.

1) Garza Plumbing & Construction, Inc. Edinburg, TX
$60.00 per hour with/ 10% parts mark up

The bids were reviewed by Mr. Palacios and myself. We are recommending the award to **Garza Plumbing & Construction, Inc.**

If you should have any questions or need additional information, please let me know.

Thank You

AI-9838 **14.D.**

Acceptance of RFQs
CC REGULAR

Date: 07/22/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQs):

1. Special Services RFQ #: 2008-04-001
2. Medical and Dental Services RFQ #: 2008-04-002
3. Mental Health Services RFQ #: 2008-04-003

BACKGROUND

Policy Council Approval: 06.18.08

Fiscal Impact

Attachments

Link: RFQ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	06/20/2008 09:44 AM	APRV
2	Erika Reyna	Erika Reyna	07/03/2008 09:32 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Linda Galaviz			Started On: 06/19/2008 02:18 PM	
Final Approval Date: 07/18/2008				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 19, 2008

SUBJECT: Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQ):

1. Special Services RFQ #2008-04-001
2. Medical & Dental RFQ #2008-04-002
3. Mental Health RFQ #2008-04-003

RATIONALE/NEED: Contracts need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As Specified On Services Required

RELATED INFORMATION INCLUDED: Memos

* * * *

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX 78540-0117
TEL. (956) 383-0706 FAX (956) 380-2588

TO: Ambrosio Tovar, Procurement Director

FROM: Connie Horta, Special Services Director

SUBJECT: RFQ Recommendations

DATE: June 5, 2008

ATTACHMENT:

The RFQ packets have been reviewed. The attached list of providers are being recommended for the 2008/2009 school year.

If you have any questions, please feel free to call 380-4190/4170 or Ext. 227/117.

SPECIAL SERVICES

1	ACOVILL MANAGEMENT CO., LLC /DBA, KIDS IN ACTION THERAPY
2	BEST CARE PHYSICAL THERAPY P.C. /DBA, ADVANCE THERAPY SOLUTIONS
3	ELSA THERAPY & WELLNESS CENTER, INC. /DBA, JUMP START THERAPY & MEDICAL CLINIC
4	FIVE-R, INC. /DBA, NISKERS PEDIATRIC REHAB CENTER
5	KIDIATRIC THERAPY SERVICES
6	KID SPEECH, INC.
7	LIFE SKILLS THERAPY CENTER, LLC
8	MERCY REHAB SERVICES, INC. /DBA, MERCY KIDS REHAB
9	NISSI THERAPY CENTER OF EDINBURG, LLC /DBA, HIGH POINT THERAPY CENTER
10	PRIMEROS PASOS,LLC /DBA, FIRST STEPS PEDIATRIC REHABILITATION SPECIALIST
11	QTP II, INC. /DBA, QUALITY THERAPY PROVIDERS
12	RENAISSANCE OUTPATIENT REHAB CENTER
13	RGV'S TRAINING WHEELS THERAPY CLINIC, LLC
14	RISING STARS THERAPY CENTER, LLC
15	RIVER HEALTH CARE, LLC/DBA TREEHOUSE REHABILITATION CENTER LLC
16	SAB & ASSOCIATES, LLC /DBA, KID-ABILITIES CHILDREN'S REHAB
17	SPEECH SUCCESS, LLC
18	STRIDE LLC, /DBA, STEP N STRIDE REHAB CENTER
19	THERA CARE REHAB SERVICES, PLLC
20	THERAPY ASSOCIATES, /DBA, THERAPY NETWORK
21	THERAPY CENTER, INC. /DBA, THERAPY CENTRAL
22	VPC ASSOCIATES, LLC /DBA, TOTAL CARE REHABILITATION CENTER

Hidalgo County Head Start Program
P. O. Box 0117 Edinburg, Texas 78540-0117

To: Mr. Ambrosio Tovar

From: Ms. Lupita Valdez, Health Services Director

Date: June 5, 2008

CC: Ms. Teresa Flores, Executive Program Director
Ms. Nora Munoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

I would like to advise you of the following providers that are approved for the 2008-2009 Hidalgo County Head Start Program school year.

Medical: Ashley Pediatrics
Nuestra Clinica del Valle

Dental: Cornerstone Cosmetic
Nolana Family Dental
Nuestra Clinica del Valle
The Children's Dentist
Valley Dental Group

Should you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.

LV/ag

Hidalgo County Head Start Program

P.O. BOX 0117 · EDINBURG, TEXAS 78540-0117 · TEL: (956) 383-0706 · FAX: (956) 380-2588

Memorandum

TO: Ambrosio Tovar, Procurement Director

FROM: Elma Garza R.N. Mental Health Services Director

DATE: June 05, 2008

SUBJ: Mental Health Provider Packers for 2008-2009

I am recommending the following Mental Health providers for the program year 2008-2009. The providers listed below meet the requirements.

- DIAZ GARCIA COUNSELING CTR. OF SOUTH TEXAS
- MODERN VIEW
- OVER THE RAINBOW

AI-10112 **15.A.**

Public Defender's Office Policy & Manual
CC REGULAR

Date: 07/22/2008
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Area: Public Defender's Office

Information

CAPTION

Request and approval of office policy and manual for the Public Defender's Office

BACKGROUND

Fiscal Impact

Attachments

Link: Policy & Manual

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/09/2008 03:52 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/10/2008 09:09 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Yvette Pacheco — Started On: 07/09/2008 03:17 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY
PUBLIC DEFENDER'S OFFICE



Policy and Procedures Manual

(Revised July 1, 2008)

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HIDALGO COUNTY
PUBLIC DEFENDER'S OFFICE
Policy and Procedures Manual

This manual is designed to function as the working guide to the operation and utilization of the Hidalgo County Public Defender's Office (PDO). The policies and procedures outlined in this manual have been developed by the Public Defender under the guidance of the Hidalgo County Commissioner's Court Oversight Committee. These guidelines are subject to the organizational agreement between the Public Defender and the Commissioner's Court. Policies and procedures described in this manual are subject to change on an "as needed" basis as the needs and capabilities of the office and the county change.

I. PERSONNEL

Detailed job descriptions for each position in the Public Defender's office are attached as Appendix "A" to this document. The positions that are envisioned for the Public Defender's Office are:

A) Attorneys

- **a.** Chief Public Defender;
- **b.** First Assistant Public Defender; and
- **c.** Assistant Public Defender.

B) Investigation

- **a.** Chief Investigator

C) Support Staff

- **a.** Jail Intake Officer; and
- **b.** Administrative Assistant

D) Conduct/ Ethical Guidelines

As employees of attorneys, staff members are bound by the same ethical standards as attorneys. First and foremost, this includes the attorney-client privilege. Anything we learn from a client is confidential and will not be shared with anyone outside this office without the clients' permission. This includes friends and family of the client.

Secondly, all members of the PDO should be respectful of the witnesses and other parties that we come across during the course of our representation of a client. While there will be individuals who will make it difficult or impossible to do that, always go into the situation as respectfully as possible. You should also show respect to the victims who agree to speak with us. Finally, you should seek a parent or guardian's permission before speaking to a juvenile witness or victim.

E) Dress Code

The office has a business professional dress code. Women wear dresses, blouses with skirts or dress slacks, while men wear dress pants, shirts and ties.

In compliance with Hidalgo County Sherriff's Office policy, all PDO personnel visiting clients in custody at any Hidalgo County Jail facility shall wear approved uniformed clothing

(blouses/shirts with visible Hidalgo County seals and the employee's name) designating themselves as employees of the Hidalgo County Public Defender's Office.

F) Sick/ Vacation/ Cover Leave

Sick and vacation leave are to be governed under the guidelines and policies of Hidalgo County. "Cover leave" is to be governed by the PDO. Whenever an attorney or a member of the support staff are requesting leave, either sick or vacation, they will try to the best of their ability to have another attorney or support staff cover their court docket or office duties. Furthermore, a phone call shall be made to the Chief or 1st Assistant advising of the reason for the absence. A "cover request" is to be filed out, if possible, by both the employee requesting leave and the employee accepting covering duties. The "cover request" is then to be submitted to either the Chief Public Defender or 1st Assistant for approval. A copy of the "cover request" is attached as Appendix "B".

G) Outside Employment

Employees may not accept or continue outside employment that would give rise to, or the appearance of, a conflict of interest without the Chief Public Defender's approval. Employees may not accept or continue legal employment involving restricted clients (inmates/ clients, inmate's/ client's immediate families, or individuals referred by inmates/ clients or their families) or restricted defendants (state and federal governments, state agencies, cities, municipalities, and counties) or legal employment in an area of law with high potential for conflict (Deportation, Expungements, Family Law, Immigration, and Misdemeanor Appeals) without the Chief Public Defender's approval.

Employees may accept legal employment in an area of law with low potential for conflict without the Chief Public Defender's permission except when such employment gives rise to or may give rise to a conflict of interest or the appearance of impropriety. In those instances, the employee must obtain the Chief Public Defender's approval.

If the nature of an employee's outside employment changes such that it becomes, or the employee learns that it is or may be a conflict of interest to continue such employment, the employee must notify the Chief Public Defender and obtain his approval for continuing said employment.

The use of county assets in support of outside employment is strictly prohibited. This prohibition includes local and long distance telephone use and both incoming and outgoing calls. Outside employment is not to be conducted while on county time or on county property; with the exception that the use of private cell phones to contact clients or employers, courts, etc. Outside employment is allowed on county property during scheduled breaks or lunchtime.

II. TRAINING

Training is an integral part in developing personnel who can provide vigorous and zealous defense of their clients. Although all office personnel share a responsibility of providing services to the client, these needs are most keenly felt at the attorney and investigator positions. An overview of the proposed training program for these positions follows. This plan is subject to modification depending upon the skills and training already possessed by new employees.

A) Attorney Training

a. Mentoring / Training Program and Practice Guidelines

The best way of learning various aspects of criminal defense work is to observe an experienced attorney as he works. For that reason, each new attorney in the Public Defender's Office will be assigned a senior attorney to act as a mentor. The purpose of having a mentor is to give a new attorney access to someone familiar with the practice of criminal law in Hidalgo County. The mentor and the attorney will meet regularly to discuss various aspect of working as a public defender. These would include:

i. The mentor being responsible for introducing the new attorney to the judges, court personnel and other actors in Hidalgo County's criminal justice system;
ii. The mentor will show the new attorney the location of the various courts, offices and jail facilities of Hidalgo County, including jail operations and visitation;
iii. The mentor will take the new attorney to the District Attorney's Office, introduce them to the members of that office and instruct the new attorney in the interaction between the PDO and the DAO, such as viewing client files and plea negotiations;
iv. The new attorney will attend court hearings with the mentor and participate in any cases that go to trial;
v. The mentor and the new attorney will meet to discuss each other's cases with the mentor providing guidance and insight on how the new attorney should proceed on a particular case; and
vi. The mentor will be available to answer questions that the new attorney might have about various aspects of PDO procedures.

The purpose of having this program is to provide guidance and instruction to new attorneys. The mentor's role is not to handle the new attorney's caseload, but to help the new attorney understand the issues that might arise in a particular case, as well as to evaluate the options that might exist in getting the case resolved. In short, the new attorney will be responsible for the case, subject to the mentor's insight.

B) Continuing Legal Education

Under the Texas Fair Defense Act, as adopted by Hidalgo County, any attorney requesting appointments to represent indigent defendants must have at least ten (10) hours of continuing legal education in the field of criminal law each calendar year and be an active member of the State Bar of Texas to maintain eligibility to receive appointments.

The PDO will cover all expenses in sending its attorneys to CLE seminars in order to meet with appointment requirements. The PDO will also cover the expense for membership dues to the State Bar of Texas, The Hidalgo County Bar Association and the Texas Criminal Defense Lawyer's Association. The PDO also maintains a library of legal manuals and materials centering on improving trial skills, criminal procedure, mental health and immigration issues.

C) Investigator Training

The investigator will receive her training and certification under the guidelines of the National Association of Investigative Specialists (NAIS). The investigator will need to become proficient in interviewing skills, with the use of a digital camera and voice recorder, and with scene or location sketches or diagrams. The investigator will also need to review and become

familiar with common investigative manuals and procedures utilized by local law enforcement agencies to assist the attorneys in strategy planning before trial.

III. THE PRACTICE OF LAW - ASSIGNEMNT OF CASE TO INVESTIGATION

A) Assignment and Flow of Cases

In order to provide the most efficient use of resources and facilitate the speedy representation of the client, cases should be processed in the following manner. These guidelines are subject to ongoing review and change when necessary to insure that service to the client is accomplished in a timely and cost-effective manner.

a. Initial Intake

The case flow process within the Public Defender's Office begins when the notice of appointment is first received from the Indigent Defense Office. The appointment is given to the administrative assistant. She takes the information on the appointment form and opens up a case file on the computer system.

If the client is in custody, the administrative assistant makes a jail packet for the Assistant Public Defender on jail duty rotation. The packet will be generated from the following windows off the Able Term system (See Able Term Operations Manual): Hearing page, person information page, prior history menu, jail history, jail information page, jail charge / bond page, and booking photo. The jail packet will be delivered to the jail duty attorney for visitation within 24 hours.

If the client was released from custody on bond the administrative assistant will make a client packet consisting of the same information found in the jail packet.

Those packets made for "bonded – out" clients will remain in the administrative assistant's care until the D.A.'s office files criminal charges.

The administrative assistant will do daily checks of all "bonded-out" and jail cases with the D.A.'s office for criminal filings.

When a case is filed with the D.A.'s office, the administrative assistant will create a physical file that includes the case's cause or court number and the jail or client packet.

If the filing is for a client who "bonded-out," the administrative assistant will hand the physical file to the attorney handling the court where the case falls. It will be up to that attorney to do periodic checks for arraignment settings. The administrative assistant will mail a letter to those "bonded-out" clients to contact the PDO for a client – attorney interview.

b. Conflict Checks

It is axiomatic in law that a lawyer cannot effectively represent a client when there exists a conflict of interest. In criminal defense work, that conflict most often arises when you have been appointed to represent someone and you already represent the victim, a co-defendant, or adverse witness in the case. In order to avoid that situation, a conflicts check is to be conducted on each case early in the appointment process.

The administrative assistant, or the attorney assigned to the case, should enter in the names of the client, victim(s), co-defendant(s), if any, and any known witnesses into the conflict checking software. If additional victims, witnesses, etc. are later uncovered, they should also be entered into the software program to see if a conflict arises.

In the event a potential conflict is uncovered, the attorney needs to view the nature of the conflict and then make a professional judgment as to whether withdrawal is required. If in doubt, the attorney should discuss it with the Chief Public Defender or the First Assistant for guidance.

B) Establishing an Effective Attorney – Client Relationship

Establishing an effective attorney – client relationship is integral to a successful outcome in a case. When dealing with clients in this office, it is important to remember several key things. First, your client didn't pay or choose your services, you were appointed as his/her attorney. This can lead to a great deal of suspicion on the part of the client. Second, your client is in a situation that, whether he admits it or not, is frightening to him.

Both of these feelings can serve to seriously complicate having an effective attorney-client relationship, especially when they lead to hostility on the part of the client. In some cases, you will not be able to overcome these obstacles. However, in the majority of cases, it is possible to build a relationship based on a degree of trust on the client's part. Once you have accomplished that, it becomes possible to get the client to listen to your advice on the case. This is especially true in most cases. Without overcoming the client's innate skepticism of a court – appointed attorney or public defender, you will not be able to serve your client to the best of your ability.

This will seem like an obvious point, but the best way to establish an effective attorney – client relationship is to spend time communicating with your client, whether it is in the jail or over the phone. In the most serious cases, it is best to start with face-to-face contact. However, in a great many cases the client will have received the news that you are going to be representing him before you get the file. Talking to the client before you get the file is a judgment call, but remember that the client may have important information that needs to be acted on quickly. Granted, it is hard to know the value of the information when you haven't seen the file, but it might be best to err on the side of caution and speak to the client.

It is always important to remember what you are trying to accomplish: the best outcome for the client, based on the situation that exists. There are times when this will involve trying to get the client to accept that spending a long time in prison is the "best" alternative (or at perhaps the "least worst" alternative). No one wants to think about spending years of their life in prison, but if you've built an effective relationship with the client, it can be easier to convince them that your opinion on their situation needs to be taken into account.

The way to do this is to be honest with the client. If your objective evaluation of the case leads you to a conclusion that you know the client will not like, it is nonetheless your obligation to give him your opinion. You can build trust with a client by keeping the promises you make to him. The flip side of this is to not make promises that you can't keep. If you tell the client that you're going to accept his calls, accept them. If he wants a copy of the arrest affidavit, make sure it gets sent to him. Send him copies of the investigation so he knows what you know. If he's got some ridiculous offer to make to the prosecution, make sure you tell the DA about it. No attorney can promise a client an outcome of the case, but you can promise to work hard and then show the client you mean it. A little attention to the client can pay big dividends.

a. The Initial Client Interview

The initial client interview will depend in large part on the amount of information you have about the case. Unfortunately, there are going to be cases where you don't have the arrest affidavit, despite the best efforts of the support staff. If you have the arrest affidavit, you are in a better position to ask questions relevant to the case. If you don't, you'll have to try and get as much from the client as you can.

It's best to start any client interview with the same basic information, introduce yourself, assure your client that the attorney/client privilege will protect the confidentiality of anything he tells you, the charge and the possible range of punishment. Emphasize that you're doing the latter only for informational purposes and not because you think he's guilty. Tell him you just want him to know the possible consequences for someone in his position. Always interview a client

alone if possible. Family members tend to interfere with the interview process and influence the client's answers to your important questions.

Next, it can be helpful to get some general background information from the client. If he is married or not, has any children, how far he got in school, is he employed, any medical problems, etc. This can also be useful to help establish some trust on the part of the client-never forget that he didn't get to pick his attorney. All of this may account for nothing in the long term, but there's no way to know what's important at the start. Furthermore, some of this information may provide you a clue as to whether there are any mental health issues that will need to be explored in more detail.

C) Special Needs Clients (See Section 46 of the CCP)

Special needs clients are typically those who are mentally ill or mentally retarded. It is always important to be aware of the possibility that a client may be mentally ill or retarded. A clients mental health problems can affect a case in several different ways, but the two most important are sanity and competency. Sanity, of course, deals with the client's mental status at the time the offense was allegedly committed. Competency is an issue of fairness and can arise at any time. A client might be competent when you first see him, then deteriorate and become incompetent. While the Code of Criminal Procedure permits other parties to raise the issue of incompetency, as a practical matter that responsibility falls on the shoulders of the person who has the most contact with the defendant: the defense attorney. The best preparation for this is to read *Mental Illness, Your Client and the Criminal Law*. Much of the information that follows is taken from that publication which is available within the PDO's library materials.

Determining whether your client is mentally ill is not always easy. Many times, the client who is up front about hearing voices is malingering (the term of art for faking). Generally speaking, the mentally ill will seek to hide this from people around them. They will often be able to a pass a superficial interview. However, the more time you spend with the client, the more likely it is that signs of mental illness will show up. Among these can be:

a. The type and facts of the offense

i. Many of the mentally ill will not have a place to live. Consequently, crimes like criminal trespass, criminal mischief and other similar crimes may be a sign of mental illness. Obviously, this isn't always true but repeated arrests for the same thing can be a warning sign. The arrest affidavit may also yield some clues in that one that describes strange behavior on the part of the client is also suggestive of mental illness.

b. Behavioral/Physiological Clues

i. A mentally ill person, including on who is on medication, can appear slow, inattentive or sluggish. Other signs to look for are rapid eye blinking, vacant stares, tics or tremors, or unusual facial expressions. The client might be excessively uncooperative, very agitated or tense.

c. The nature of the client's conversations

i. When asking the client to relate what his version of events are, pay attention to whether he is making sense. Oftentimes, a person with mental illness will not be able to maintain a logical flow to their conversation.

d. Use of mental health terms

i. The client may refer to counselors or caseworkers, pervious treatment at Texas Tropical Health, MHMR or the State Hospital. He may mention medications that are used to treat mental illness. DO NOT IGNORE ANY OF THESE!

e. Paranoid statements

f. Speech/Language problems

i. These could include incoherence, nonsensical speech or non sequiturs. They may change the subject in mid-sentence, speak tangentially or persistently repeat themselves. They could exhibit rapid, racing speech. Some could give monosyllabic answers; others could give rambling, empty answers.

g. Memory and attention issues

i. Look for limited attention span, selective inattention on some issues or no memory. These can also be signs of head injury.

h. Inappropriate emotional tone

i. Fear and concern are natural for someone in jail or charged with a criminal offense. However, suspicion, hostility, irritability or depression might suggest mental illness. Especially note that having little or no emotion or being flat can also be a sign.

i. What to look for during the interview:

If you suspect your client has a mental illness, you need to follow up on it. As noted before, many of the mentally ill will try and hide it because they don't want to go to mental hospital or be forced to take medication. They many also fear being victimized in the jail. Others may have never been diagnosed or treated and not know they have a mental illness. Be aware that the jail environment itself can cause a client's condition to deteriorate.

If your client will discuss his history with you, you can ask directly about his condition and treatment, both past and present. Ask if they've ever been diagnosed and what kind of medications they may be taking or have taken in the past. Ask if they've ever been hospitalized for a mental health problem.

It is important to know the names of some of the state hospitals. The one most common for this area would be the one in Vernon, but others include Texas Tropical Health and Advocacy Inc. A client who has been to one of those institutions could be mentally ill.

If your client won't be forthcoming about his situation, be more tactful in your approach. Ask if they've been on medication. Did they attend special classes in school and why. Do they get disability or SSI income? Have they ever been to Texas Tropical Health?

It is important to be patient. You must speak simply and be ready to repeat the same question over and over again to get an answer. Let your client know when you don't understand. Don't let yourself get frustrated because it is important to build a relationship of trust with your client. Don't argue with your client if he says bizarre things: instead, ask them to follow up on what they've said.

j. Incompetency

If you suspect that your client is incompetent, you have an obligation to have him evaluated. It is the policy of the office that all questions of competency are resolved in favor of having the evaluation done. Competency proceedings that begin after January 1, 2004, are

governed by chapter 46B of the Code of Criminal Procedure. If you inherit a case where competency proceedings began before that date, then chapter 46 of the Code of Criminal Procedures applies.

The current motion requesting a competency evaluation is available from your Chief or 1st Assistant. Please note that you cannot request a competency evaluation while the case is still at the J.P. level. There must be an indictment or information filed in a felony case or information filed in a misdemeanor case. In felony cases, it may be possible to have the prosecutor file an information rather than waiting for an indictment. If your client is in bad shape, it may save time to ask the prosecutor about filing an information in order to get the competency evaluation started.

Once the motion is filed, the experts will have 30 days in which to conduct the examination and provide a report to the court. It may be necessary for you to become involved in the process if your client refuses to cooperate with the doctors. You may need to counsel with your client about the need for the examination or you may need to get your client to sign release forms permitting the doctors to get documentation of previous hospitalizations or treatment.

k. Ex Parte Mental Health Evaluation

There are times when it may be appropriate to file for a mental health evaluation on an ex parte basis. Typically, this will be in a case where you're concerned about whether your client is exaggerating (the term of art is "malingering") and you don't want to risk the prosecution getting this information. There may also be cases where you find the assistance of a defense expert can provide useful information. Regardless of the reason, it is appropriate to approach the trial court on an ex part basis. For more information on doing that, please see the section on "Use of Experts."

l. Articles 16.22 and 17.032 – The PR Option

Articles 16.22 and 17.032 are innovative statutes that support a growing need for diversion of appropriate individuals with mental illness and/or mental retardation from the criminal justice system through the use of personal bonds.

The first step in any evaluation for release on personal bond under Articles 16.22 or 17.032 of the Texas Code of Criminal Procedure is the simple recognition of mental illness or mental retardation. In some cases, a defendant's behavior may flag the need to pursue whether he or she has a mental illness. In other cases, jail personnel may discover during intake that a defendant's name appears on a list of prior MHMR clients.

When determining appropriateness for release on personal bond, the required recommendations regarding appropriate treatment should take the following clinical issues into account: Complexity of mental health needs; Availability of services; Willingness to accept treatment; Availability of support systems; Risk assessment; and Service planning. Motions are available from the Chief or 1st Assistant Public Defender.

D) Immigrants / Non-citizens

In addition to whatever criminal penalties may be assessed, immigrants and non-citizens face possible deportation if convicted of certain offenses. Detailed information on these is beyond the scope of this manual, but our office maintains manuals and published books that address these issues. These resources should be consulted when you run across this situation.

E) Reviewing the D.A.'s File

Once the attorney has received the case file, he or she should begin the investigation process. The assigned attorney should review the case file, including the indictment of

information and the affidavit for arrest. If the client is in jail, and a client interview has not already been conducted, the investigator or attorney should go to the jail to conduct an in-person interview. If possible, these interviews should be conducted no later than 24 hours after opening the case file.

The attorney should next arrange to go and view the DA case file. It is usually best to call or e-mail the ADA in charge of the case to arrange a time to view the file. If no file has been brought over to the DA's office, then there will be nothing to view. As a general rule, if your client is in jail and has been there for 30 days or more and the DA's office still has not received a file from the police or DPS, then you may want to file for either a PR bond or Examining trial. While there is no guarantee that you will be able to get your client released, it is about all you can do at this point to get them out of jail.

The District Attorney's Office has an "open file" policy, which means that you can review all the materials they have: police reports, lab reports, etc. Please note that you will not be allowed to photocopy the contents of the file, except for the information / indictment and client statements, although you can take notes.

F) Bond Setting and Reduction

Motions regarding bail generally fall into two categories: reducing bail or getting bail set. What motion to file depends on what you're trying to accomplish; most of the time, that's going to be asking a court to reduce your client's bail. In situations where your client is asking for a bail reduction, first look at what amount of bail he currently has. There's nothing that prevents you from asking that the bail be reduced, and it can be useful to go ahead and file the motion, particularly if you have a difficult client.

If the client's bail seems high, the next step is to ask the client how much bail he believes he can make. If the client can't make bail, you should tell him that getting his bail reduced, while possible, isn't going to get him out of jail. There are some clients who will hope that winning a series of bail reductions will ultimately lead to an amount of bail they can make. Experience will teach you that this is not the case.

In preparation for the bail reduction hearing, you should have your client contact several bail bond companies with an eye towards finding out how much they would charge for bail that the client could afford, and the best way to do this is by quoting prices from one or more bonding companies. You should also contact family members, employers, etc., who might be able to testify favorably for the client.

At the hearing, it is permissible to have the client testify for the limited purpose of the bail reduction motion without waiving his privilege against self-incrimination and in most cases, the client will have to as you will not be able to locate anyone who can testify for the client. You should prepare the client by telling him that you will be asking him questions about where he would live, employment opportunities, financial status, health problems, etc. If he has a criminal record or has had previous bond forfeitures, rest assured that the prosecutor will ask your client about it. Note also that the rules of evidence do not apply to a bail reduction hearing, although evidence from the State that denies your client the right to confront the witnesses against him is probably objectionable on that basis.

There are a few other things to note. There are a lot of myths about bail that float around the jail. No client is entitled to bail he can make, nor is he entitled to a bail reduction after 90 days in jail (this is often confused with being entitled to bail you can maker or a personal bond if the State hasn't filed an information/indictment within the legal time frame). Remember that you are under no obligation to file a motion that you believe will be waste of the court's time. Consequently, you should counsel with your client if his ideas about bail are unreasonable. The

other side of this is that filing a motion to reduce that you know is futile may help your relationship with a difficult client.

Motions to set bail are typically used in cases where a client is in jail for allegedly violating his community supervision. If the client is on deferred adjudication community supervision, his is entitled to bail as he has not yet been convicted. Some judges will set the bail at the same amount it was prior to the client being placed on deferred. Others will require a hearing. Be sure and check on the practice of the particular court that has jurisdiction over the client's case.

In cases where the client is on adjudicated community supervision, bail is at the discretion of the court. Unless the prosecutor agrees to some bail amount, you will have to file a motion and get a hearing set in order to have a chance to get bail set. Again, you can prepare for the hearing much like the bail reduction hearing. Your goal should be to give the court some compelling reasons to set bail in your client's case.

Regardless of what kind of community supervision your client is on, you should think twice about getting bail set. If the client is in on technical violations, it may be that any money he could spend on bail would be better spent at the community supervision and corrections department getting caught up on what he owes them. However, never have a client or his family pay any money to CSCD without making sure that the prosecutor will agree to dismiss the motion to revoke. If money is paid and there is no such agreement, there is no way for the family to get the money back. Never have money paid without knowing it will help the client's situation.

a. Examining Trials

A client who is charged with an unindicted felony case is entitled by statute to an examining trial. In theory, an examining trial is an opportunity to challenge the state to provide the magistrate (typically the justice of the peace) with probable cause to hold the defendant. It can also provide the defense with an opportunity to discover some aspects of the state's case, particularly the main witnesses.

However, there is usually a period of several weeks between the time you file the motion and the scheduled date for the hearing. Thus, the reality of examining trials in Hidalgo County is that it will almost certainly lead to your client being indicted. This will cut off the client's right to an examining trial since the grand jury will have already made the probable cause determination. On occasion, the prosecutor may decline to show up and the charge against your client will be dismissed. This doesn't mean the case is gone forever. The prosecutor could still present the case to the grand jury and get an indictment. Your client will then be rearrested. Given this reality, it is probably a mistake to file for an examining trial unless you have a compelling reason since few clients will be well-served by forcing the prosecution to indict them without a thorough review of the case

G) Obtaining a Plea Recommendation

It is a fact of life in criminal law practice that only a small percentage of criminal cases will go to a jury trial. The overwhelming majority are either dismissed or disposed of via plea-bargain. Your role as attorney and counselor is to make sure that your client is fully informed of the charges, the possible consequences if convicted, and any plea offers made by the District Attorney. While you are charged to counsel your client on the pros and cons of any offer, it is not your decision to make whether to accept any particular offer. With experience you will learn that clients will sometimes take plea bargains they would most likely be better off rejecting and refusing offers you believe they should accept. You must always remember that regardless of the client's decision, they are the ones who will live with the consequences so as long as you keep them informed and worked to get them the best offer possible, you have done your job.

You will find that the actual plea offers made to your clients can vary widely based upon the actual offense, your client's criminal history, and who is the prosecutor. You do not have to be best friends, or even personally like the prosecutor, but it is in your and your client's interest to maintain a cordial and professional relationship with all of the prosecutors with whom you will work. Due to the adversarial nature of our profession, it is normal for conflicts between you and the district attorney's office to occasionally arise. Just remember it is not about you, it is about the client. If you can separate the personal from the business, you will go a long way toward benefiting all your clients and making for a much better work environment.

a. Examples of Common Codes Used In Plea Recommendations

The D.A.'s "regular" probation recommendation is coded as follows: Fine + Court Costs + Days in Custody / length of probation + classes to attend + community services hours + any special conditions (Ex: $500 + CC +30/180 + AC + 40 hrs csr + MADD Classes).

The D.A.'s deferred probation recommendation is coded as follows: Fine + Court Costs + Length of probation + classes to attend + community services hours + any special conditions (Ex: $500 + CC +DA/180 + AC + 40 hrs csr + Stay Away From Victim).

The D.A.'s time served recommendation is coded as follows: Fine + Court Costs + Length of time in custody + Time in custody already spent + any special conditions (Ex: $500 + CC + 17 days Hidalgo County Jail + Credit for 17 days in Hidalgo County Jail).

Common acronyms include, but are not limited to, the following:

ABLE or AT = Able Term System;
AEC = Alcohol Education Classes;
AM = Anger Management;
CC = Court Costs;
DA = Deferred Adjudication;
DEC = Drug Education Classes;
FFW = Forfeiture of Weapon;
GIL = Guardian Interlock Device;
MADD = Mother's Against Drunk Driving Classes;
MU = Mujeres Unidas (Anger Management Classes);
PTD = Pre-Trial Diversion;
REST = Restitution Requested to Victim;
TDL = Texas Driver's License Suspension;
TPC = Theft Prevention Classes; and
UA = Urine Analysis.

III. THE PRACTICE OF LAW – FROM CASE INVESTIGATION TO TRIAL

At this point you have interviewed your client, hopefully secured his release from prison, reviewed the District Attorney's file and obtained a plea recommendation. The next step is to conduct your case investigation. An independent investigation of the facts of an alleged offense is a duty a criminal defense attorney owes to each client. Existing case law suggests that this means more than simply reviewing the prosecution's file. More importantly, it is your obligation to give the client all the information about the case that you can. Since it is ultimately up to the client to decide how to plead, the only way he can make an intelligent decision is if he has as much information as possible. It is the attorney's responsibility to provide him that information.

A) Preparing an Investigative Request – Role of the Investigator

A thorough investigation of each case assigned to the investigator is the basis of almost all the courtroom success this office has enjoyed. Without the hard work of the investigator, it

would be impossible for the attorneys to do their job effectively. Consequently, attorneys will rely on the investigator for their insight and initiative in conducting investigations.

It is the responsibility of the attorney to initiate an investigation through a written request. (Attached Appendix "C") This request should include the witnesses that need to be interviewed as well as guidance as to what kind of information the attorney is looking for; however, the investigator will need to be familiar with the case so that she can follow up on unanticipated information that the witness might have. It is entirely possible that the investigator will only have one opportunity to speak with the witness, so it's important to get as much information as possible.

Given the obligation of criminal defense attorneys to conduct an independent investigation into their client's case, the PDO attorneys are expected to utilize the investigator to conduct as thorough an investigation as practicable. However, it is important to note two things: first, that there is a finite number of cases that the investigator can handle at any one time, and two, that an investigator is not a substitute for the attorney in dealing with the client. Additionally, keep in mind that the more time the investigator has to work the case, the better the investigation will be. It is impossible for them to do their jobs if the attorney in charge waits until the last minute to initiate an investigation. With that in mind, investigators uses include, but are not limited to: Conducting the initial client interview; Interviewing victims and witnesses; Reviewing prosecution files; and Drafting subpoenas.

B) Interviewing Potential Witnesses

Interviewing witnesses is best left to the investigator, but if you need to question a witness yourself, never do it alone. If a witness tells you one thing in an interview, then testifies differently at trial, you will not be able to impeach their testimony yourself because you won't be able to testify. You will need someone, either the investigator or another attorney, to witness the conversation. By so doing, you will be able to have them testify, should it become necessary. Of course, there is nothing wrong with going with the investigator to participate in the questioning of the witness.

All interviews should be conducted in a professional and respectful manner. In almost every case, we will need to stay on good terms with the witness in order to maintain their cooperation. All interviews should be recorded, unless the witness specifically asks that it not be done. The investigator should emphasize that recording the conversation protects both sides against any false claims that might be made about what happened during the course of the interview. If the witness will still not agree, the investigator should have someone from the office at the interview.

Although it has never been an issue, the investigator is not to put themself in a situation where they might be concerned about their personal safety. The PDO represents people who are charged with serious crimes and some witnesses may be hostile or in less than safe environments. For this reason, it is important that the investigator be aware of their surroundings and formulate possible exit strategies for their own safety. The PDO does not expect any staff member to put themselves "in harm's way" for any client. If in doubt, take someone with you.

C) Issuing/Delivering Subpoenas

Subpoenas can be used in different ways. Most commonly, they are used to get a witness to come to court. The best practice is to subpoena all the witnesses you might need regardless of how willing they are to participate. If a witness tells you he will show up and then doesn't, you can have the court issue a writ of attachment, which means the sheriff's department will go looking for him, but only if there is a valid subpoena in the court's file. Having the witness under subpoena is without question the safest thing to do and protects both you and the client for a

subpoena to be valid; it must request that a witness appear on a certain date and time. There, are instances where this office uses subpoenas prior to trial. This will almost always involve records of some sort. We frequently use subpoenas duces tecum without a hearing date to attempt to get records. We are usually successful with these, but it is important to note that issuing a subpoena that requires the custodian to comply "instanter" has no validity and is subject to being quashed. Furthermore, if the party fails to comply with the subpoena, you have to wait to compel compliance. In situations like this, it might be best to have the case set for a pre trial hearing. You can then subpoena the records to the hearing. If not then, it will have to wit until the trial date.

a. Out of State Subpoenas

Criminal defendants can subpoena witnesses in other states, but the process is significantly more complicated than in-state subpoenas. It will require paperwork filed in a district court-equivalent in the state where the witness resides. It is best to start the process as soon as possible because of the length of time it can take. If you find that your need to subpoena a witness from out of state, notify the Chief Public Defender of the First Assistant as soon as possible.

D) Pre-Trial Motion Preparation

The Hidalgo County District Attorneys office has had an "open file" policy in place for several years in regards to their criminal cases. While this policy does give us large access to view the DA's file on a case, there are some limitations. In most cases, you will not be allowed to make photocopies of the information. Instead, you must hand copy the information in the file. You also may not be given actual notice of your clients' prior criminal history or the witnesses against him unless you have filed the proper requests and motions. The Hidalgo County D.A. will allow you to photocopy the complaint and any statements our client makes to law enforcement.

In all cases, the PDO maintains a set of standard "pre-trial" motions for use in practice. While these motions are generally sufficient for most cases there are some situations where additional motions may need to be filed. A comprehensive list of these motions can be obtained from the Chief Public Defender, 1st Assistant or from the Defender Data Case management System.

a. Motions to Suppress and Hearing

Suppression motions can be fruitful in a couple of different ways. First, of course, is the opportunity to exclude inculpatory evidence. Second, you can get the witnesses committed to a version of the facts. Before filing a suppression motion, consult with the Chief Public Defender or 1st Assistant to determine if there is a suppressible issue at hand.

The first decision will be whether to pursue the suppression issue pre-trial or wait to raise the issue during a trial. There are costs and benefits to each decision. If you raise the issue pre-trial and lose, the court's ruling can be appealed even if the defendant accepts a plea bargain (note that the defendant can waive that right if he signs all of the pleas paper work the District Attorney's Office typically prepares. Read it carefully and make sure the record reflects that the defendant can appeal the motion to suppress, assuming that's part of the deal). Of course, most prosecutors will not be happy about your client's appeal, so you may find him less willing to show the same kind of discretion he might in a pre-trial setting. If you lose the issue at trial, you can always raise it on appeal.

If you decide to raise the issue pre-trial, it is your responsibility to get the motion filed and a hearing set. Generally speaking, a motion to suppress evidence serves to shift the burden to the State to show that what happened was legal. Your preparation and presentation will be the key to any chance of success you might have. In cases where the defendant faces serious time, it is the best practice to go ahead and file suppression motions even though you know you're going

to lose. Its best to have those things on the record and it will protect you from future ineffective assistance claims.

b. "Case Specific" Motions – Sex Offense

Sex offenses, especially those involving allegations of abuse to a child, are among the most difficult and involved cases. It is not unusual for allegations of sexual misconduct to surface months and even years after the alleged abuse took place. The courts have also allowed a lot of flexibility in fixing a date for the alleged abuse (anytime within 10 years prior to the date alleged in the indictment), making an alibi defense a practical impossibility.

One of the first things you want to do is check if a medical evaluation by a doctor and SANE (Sexual Assault Nurse Examiner) nurse was done. They are routinely done if abuse is alleged to have occurred within the past 48 – 72 hours. If longer than that, there probably will not be an examination but you should always check to make sure. You need to be aware that in addition to the written report, there are often photos which need to be requested as well.

If the case involves allegations of abuse on a child, there will usually be an investigation by CPS. You should request these records in all cases involving children and you should request investigation information for all cases investigated by CPS involving the defendant and complainant. If there are other children residing in the household, you may want to request on them as well as their guardian and/or parent. There is a special motion on file for requesting these records since they have to be done via "in-camera" inspection. You should use this form, with whatever modifications you need to make for the specifics in your case, when requesting these records. It can oftentimes take several weeks for CPS to retrieve the records and get them to the judge and sometimes longer for the judge to review them and turn them over to you, so you need to request them as soon as the case is indicted.

Another area of action in all sex offender cases is to have them evaluated by an expert for issues like future dangerousness and possible treatment options. This motion should be filed on an ex parte basis to protect the report from discovery by the state unless and until the expert testifies. Given the severity of the sentences in this county for sex offenders, a sex offender evaluation should be done in every case. The Chief Public Defender or the First Assistant can give you names of possible experts.

Lastly, you need to make your client aware of the consequences of a conviction for a sex offense. If placed on probation, he or she will be placed on the sex offender caseload and will be subject to a whole host of special conditions and restrictions above and beyond the standard probation. These are detailed out under §42.14 of the Code of criminal procedure. You also need to make sure your client is aware of the registration requirements he or she will be subject to as well. These are found under §62.01 et al. of that Code.

E) Legal Research

Legal research as discussed in this section deals with research of the law as it affects your case. The PDO works to maintain a library that is current not only with the most recent case law, but also having practitioner manuals, legal articles and motion practice files. We also have access to Lexis/Nexis, internet sites and resources, and the Hidalgo County law library on the 1st floor of the courthouse.

Another invaluable resource is the other attorneys within the office as well as a number of the private practice criminal defense lawyers in town. Lastly, there are several excellent criminal defense associations such as TCDLA, NCDLA, and NLADA which can provide benefits to its members.

IV. THE PRACTICE OF LAW – TRIAL

A) Trial Skills

While law school prepared you for learning about the law, it probably gave you little if any experience in the "practice" of criminal law. Trial skills are an important and necessary part of being an effective criminal defense lawyer, but the reality is that most of your cases will be settled either through dismissal or plea-bargain. However, the more effective you are at trial can greatly influence the quality of plea offers you are able to obtain for your clients. With that in mind, the goal of this office is to provide you with graduated training in the various aspects of trial work.

Hidalgo County's local Indigent Defense Office gives the local judges the responsibility for deciding what kinds of cases an attorney on the appointment list can receive. It is in the best interests of Hidalgo County and the PDO for every attorney in the office to be able to handle all non-capital cases. However, in the event that a new attorney is not approved for certain categories of cases, it is the policy of the PDO to provide that attorney the opportunity to get the training and experience necessary to handle all categories of cases in a prudent and effective manner. It is important to note that no attorney's ethical responsibilities will be compromised by this training program. No attorney will be given cases that he is not prepared to handle. Conversely, no attorney will be prevented from handling a case that he is ready for.

Ideally, new attorneys in the PDO would move through a series of training steps in order to prepare for more responsibilities. However, it is the client's decision whether to take a plea bargain offer or go to a contested hearing (either a trial or a revocation hearing), making it impossible to know before hand which cases will give the attorney the required courtroom experience. This makes it impossible to have a timetable for these steps. Regardless, all new attorneys, assuming they have no previous experience, will proceed through the following steps:

a. **Observing a mentor conduct a client interview;**
b. **Reviewing a prosecutor's file in a case belonging to the mentor with the mentor;**
c. **Observing plea negotiations by the mentor;**
d. **Observing the plea hearing of the mentor's client;**
e. **Conducting an interview of his own client with the mentor present;**
f. **Conducting plea negotiations on his own case under the supervision of the mentor;**
g. **Conducting a plea hearing of his own client under the supervision of the mentor;**
h. **Participating in the preparation of a trial of the client of a mentor;**
i. **Conducting some part of the trial of the client of a mentor; and**
j. **If approved by the judge of the court, acting as lead attorney in a trial subject to the supervision of the mentor.**

Along with above steps, new attorneys will be sent to a criminal trial advocacy CLE course to go through a crash-course training program on conducting an actual trial.

Following these steps should prepare the new attorney for handling all non-capital cases. The new attorney will progress through these steps at the discretion of the mentor in consultation with the Chief Public Defender and the 1st Assistant. The steps may also be varies by the Chief Public Defender and 1st Assistant based on the experience level of the new attorney and the needs of the PDO.

B) Don't Forget the Investigator at Trial

Investigators are an integral part of the trial team. Investigators can assist at jury selection, trial notebook preparation, witness coordination and many other things that can come up during the course of the trial. Given that the investigator will have as good (or better) factual knowledge of the case, she can provide a non-lawyer's perspective on the case, which can greatly assist the attorney. For that reason, the investigator should not hesitate to bring their ideas and insight to the attorneys' attention.

V. CASELOAD ALLOCATION

The ability to provide zealous and effective representation of indigent citizens accused of crimes depends on the skill of the attorney, the quality of the support staff, adequate funding for investigators and experts, and sufficient time to adequately investigate, research and prepare the case. In order to allow sufficient time to be allocated to any individual case, the attorneys and support staff must not be responsible for representing too many clients at any one time, lest the representation of all should suffer. Counterbalancing the needs of the client is the need to be mindful of the limited resources available to the defense of indigent citizens. The caseload standards and allocation plan for fairly distributing cases amongst the attorneys of the public defender's office seeks to maximize the number of cases that can be handled by the office while still maintaining a quality defense in line with ethical and professional standards.

A) Caseload Standards

Office Caseload standards (Developed through reference to other case management standards used by public defender and legal aid offices, including the National Legal Aid and Defender Association {NLADA}. These standards may be reevaluated later based upon actual experience by the Hidalgo County Public Defender's Office.)

a. Types of Cases

i. Felonies – All degrees (No capital cases)
ii. Misdemeanors – Class A & B

b. Caseload Limits

i. 400 Cases/Year Per Attorney
ii. These standards may be modified by agreement of the Commissioner's Overnight Committee, Board of Judges, and the Public Defender's office based upon:
    1. Number and type of support personnel;
    2. Actual mix of cases;
    3. Experience and position level of attorney; and
    4. Actual experience.

c. Case tracking

i. Computer software program to track and monitor caseloads to determine most viable numbers will be implemented.
ii. Records to be kept regarding number of each grade felony and misdemeanor assigned to office will be implemented.

B) Caseload distribution and court assignments amongst attorneys

The Public Defender's office is designed to provide indigent defense services for all levels of state criminal offenses from Class B misdemeanors up to 1st degree felonies. In order to most effectively provide these services, the Public Defender will assign one attorney to each county court at law. Each attorney assigned to a county court at law will be responsible for handling any felony cases associated with their Misdemeanor clients.

The particular court assignments shall be determined by the Chief Public Defender based upon the experience of the attorneys in the office and the needs of each court. In the event the Public Defender's Office is operating with less than six attorneys, the Chief Public Defender is also free to modify these cases assignments to meet the needs of the office and the Courts.

a. District Court

i. Chief Public Defender and 1st Assistant will be assigned to all District Courts as needed.

b. Misdemeanor Court

i. Cases will be assigned to the county court at law not to an attorney;

ii. Assistant PD will be responsible for handling all stand alone misdemeanor cases in their county court at law.

VI. APPEALS

A) General Information

An appeal is the legal method used to review the validity of a conviction. Compared to the number of cases we handle, the number of appeals we actually do is very small. There are a couple of reasons for this. First, when someone pleads guilty in a plea bargain situation they give up their right to appeal except in very limited circumstances. Second, of our clients who go to trial and lose, not all of them wish to pursue an appeal. The decision to appeal is left to the client.

Every appeal is heard by a court of appeals. There are fourteen courts of appeals in Texas. The one which hears cases from Hidalgo County is in Corpus Christi. Court of Appeals must hear all the cases which come to them; they have no discretion. Once they reach a decision, the case can be appealed to the Court of Criminal Appeals, the highest court in Texas which hears criminal cases. Unlike the court of Appeals, the Court of Criminal Appeals can pick and choose which cases it will hear. When it chooses to hear a case, it grants discretionary review. For the purposes of our offices, the Court of Criminal Appeals is the highest court to which we can go.

B) How to Appeal

It is fairly easy to start an appeal. All a client has to do is give the trial court written notice that the client wants to appeal. But, like most things legal, there is more to it than that. Everything that happens in an appeal is tied to a timetable; that is, things must happen by certain dates. The timetable starts to run from the day sentence is imposed by the judge. This is not necessarily the same day the jury hands down the sentence, although it can be. Formal sentencing takes place when the judge signs a document called a judgment and sentence. No defendant is formally sentenced until the judgment and sentence is signed by the judge.

Once the judgment/sentence is signed, the timetable starts running. The first deadline comes 30 days after the J/S is signed. In that time, a decision must be made about how the appeal will proceed. Most of the time, all that will happen is that a formally, written notice of appeal

will be filed with the trial court. This must be signed by the client. You also need to make sure and filed the "Trial Court's Certification of Defendant's Right to Appeal." We also file a request for us to be appointed to handle the appeal and a pauper's oath, also signed by the client, which says that the client is too poor to pay an attorney, pay for copies of the papers filed in the case, or pay for the written version of the testimony given in court (statement of facts aka the transcript).

At the same time, we file request for two other things which are vital. First, we file a designation of the record, which is a request of the clerk (either district or county) to copy any requested documents on filed with the clerk. The items we ask for must be specifically described. Second, we file a request with the court reporter to put the testimony from the trial in written form (the statement of facts). Both of these must be done within the same 30 days period as notice of appeal. As a rule, we file everything at the same time.

Once all of this has been filed with the appropriate people, the appeal has been perfected (that is, all the proper steps have been taken). The next things that must be filed are the transcript (from the clerk) and the statement of facts (from the court reporter). These are both due 60 days after the Judgment and Sentence was signed by the judge. The transcript is usually ready within the allotted time; the court reporters need extra time. We will prepare and mail this motion and it is signed by the court reporter. Once the statement of facts is finished, it is our duty to mail to the court of appeals.

The next thing filed in the court of appeals is the brief we have written on the client's behalf. A brief contains a list of the mistakes we believe happened during the trial, and why they affected the outcome of the trial. The brief must be filed within 30 days after the statement of facts has been sent to the court of appeals. Once our brief has been filed, the state has 25 days in which to file a brief which responds to what we have alleged. Both sides may, if necessary, request extensions of time in which to file their brief.

After both briefs are filed, the case is set for submission to the court of appeals. Submission is the day the court of appeals begins to consider the briefs. Both sides may also request oral argument in the case. During oral argument, which is before the court of appeals, both sides argue their positions to the court and answer questions from the court.

With the case under submission, both sides wait until the court decides the appeal. The court may uphold the conviction (affirm the conviction), or it may overturn the conviction (reverse the conviction) and order a retrial, or it may find the evidence insufficient and order the person set free. The outcome of a reversal depends upon what kind of problems the defendant said occurred. Besides deciding the case, the court of appeals also issues and opinion, which is a written explanation of why the court reached a particular decision.

All opinions by the court of appeals are dated, and this is important because another timetable starts running. Either party can ask the court of appeals to reconsider it opinion. This motion for rehearing must be filed within 15 days after the opinion of the court of appeals. After getting the motion for rehearing, the court of appeals may overrule, which lets the original opinion stand or it may grant it and issue a new opinion, or sometimes it even asks for new briefs on another argument or point of error that was raised.

C) Court of Criminal Appeals

If you have been denied relief at the court of appeals level, the next step is to try to get the court or criminal appeals to hear the case. Once again, there is a deadline for filing such a request, which is called a Petition for Discretionary Review (PDR). The time limit for filing PDR is 30 days, and the 30 days begins to run the day the Court of Appeals issues its opinion in the case unless a motion for rehearing has been filed in the court of appeals, in which case the PDR must be filed within 30 days of the date the motion for rehearing was overruled.

A PDR is not a brief. Instead, it lists reasons why the Court of Criminal Appeals should hear the case. As noted earlier, the Court of Criminal Appeals can pick and choose which case it

will look at, so the first step is getting them interested in our case. If they refuse PDR, they are turning down the case and what we can do on an appeal is over. If they grant PDR, it means they will review the case, and we still have a chance. After review has been granted, the party seeking review has 30 days in which to file another brief. The other side must file a reply brief within 30 days of the filing of the first brief. Then the case is set for formal submission to the Court of Criminal Appeals.

It is important to note that a PDR does not get mailed directly to the Court of Criminal Appeals in Austin, instead, it goes to Ft. Worth, and a copy of the opinion of the Court of Appeals must be attached to the PDR. Also, a copy of the PDR must be mailed to the State Prosecuting Attorney (SPA), whose office is in Austin.

D) Motion for New Trial

The timetable just discussed applies to almost all cases, with one exception. In so cases a Motion for New Trial is filed in the trial court and this will puss back the start of the appeal. It only affects when the notice of appeal must be filed. A motion for new trial (MFNT) is a mini-appeal to the trial judge which lists mistakes we believed happened during the trial if the judge grants it, the case is back where it started; i.e., awaiting trial.

The MFNT trial must be filed within 30 days of the date of sentencing. The trial judge must rule on it within 75 days of sentencing. If he doesn't make a ruling, the law considers it overruled after 75 days have passed. The defendant must then file notice of appeal within 90 days of sentencing. Once notice of appeals is given, and all the other paperwork is done, the timetable runs normally.

VII. CASE MANAGEMNT/ PERFORMANCE GUIDELINES

The provision of criminal defense services is not one that easily lends itself to pure numerical analysis. While the process of determining the dollars and cents it costs to provide defense services for "x" number of cases is ascertainable, determining the actual quality of those services is more difficult. The Constitution guarantees all citizens accused of jail able offenses the effective representation of counsel. Mindful of that guarantee, the goal should be to provide a high quality of representation at a reasonable cost and not the bare minimum at lowest possible cost. While there is no one standard to determine effective representation, the Public Defender should seek to measure, to the extent possible, those items that the office and the Commissioner's Court agree provide some measure of the success in providing criminal defense services. These measurements and reports are subject to ongoing revision based upon the capabilities of the equipment available to capture the information and the determination of the parties as to what constitutes valid measurement criteria.

For more objective measurements of the PDO's performance, reports relaying the following information are under development. In the event that the computer software used by the office is unable to prepare this information, alternative reports shall be developed.

A) Effectiveness of Representation

a. Monthly case flow

i. Number of cases received;
ii. Number of cases closed; and
iii. Pending case load

b. Length of time from:

i. Arrest to appointment;
ii. Arrest to complaint signed by D.A.'s Office;

iii. Arrest to release from custody with judgment or dismissal;
iv. Appointment of case to release from custody with judgment or dismissal; and
v. Appointment to disposition of case

VII. USE OF EXPERTS

Owing to the diversity of criminal offenses that may be prosecuted, there are many situations that will arise where the attorney may be ill-equipped to zealously defend his client because of a lack of training in certain specialties. While the particular specialties required will vary from case to case, they most often will be medical, psychological or involve forensic testing in numerous areas. The cost in using such experts can vary widely depending upon the particular discipline, geographical location of the expert, and their background. Attorneys should never hesitate to try and arrange for expert assistance if truly required, but should be mindful of expense in determining who to use.

A) When is an expert appropriate?

a. Detailed policies regarding the use of and expert will be developed by Public Defender staff. For the present time, these summarized guidelines, in consultation with the Chief and First Assistant Public Defender are to be used.

b. Types of cases that experts are most likely to be of benefit:

i. Mental Illness / Competency
ii. Sex Offenses
    1. Pre-Trial Evaluation
    2. Polygraph?
iii. Injury / Assault
iv. Firearm Cases
v. Drug Analysis
vi. DWI / Intoxilyzer

c. If the state has an expert, you probably need one too.

B) **How to obtain an expert**

a. Locating potential expert witnesses

i. Referrals form other attorneys; and
ii. Referrals from professional organizations

b. Interviewing and evaluating

c. Allow sufficient time to obtain one

d. Motion to court

i. Preparation of motion;
ii. What to include; and
iii. Obtaining funds
    1. Estimating costs for evaluation;
    2. Travel;
    3. Courtroom testimony (time and travel); and
    4. Be prepared to make multiple requests for funds (i.e. once for investigation, again for testimony, etc.).

C) **How to most effectively utilize the expert**

a. **Try to use local people when qualified and available;**

b. **Work to minimize travel time; and**

c. **Assist the expert as much as possible in obtaining records or client information, to the extent applicable.**

APPENDIX A

Hidalgo County Public Defender's Office
Job Description

CHIEF PUBLIC DEFENDER

DEFINITION

Under the commissioner's court direction, is to perform legal defense work for clients needing publicly assisted representation in serious criminal cases accepted by the Public Defender, including felony and misdemeanor charges. Performs professional, management, supervisory and legal work. Responsibilities include supervising, leading, and counseling subordinate attorneys and acting as a lead counsel on the most difficult and challenging cases.

CLASS CHARACTERISTICS

The Chief Public Defender is assigned to develop legal and departmental policy and procedural guidelines, incumbents are held accountable for exercising substantial initiative, judgment and expertise in administering criminal defense programs and managing a professional staff. General policy direction is received from the Public Defender Oversight Committee and the Hidalgo County Commissioner's Court.

EXAMPLES OF DUTIES (Illustrative Only)

- Supervises the work of subordinate attorneys in felony and misdemeanor cases.
- Schedules, supervises and reviews assignments of legal assistants and investigators assigned to the operational unit.
- Establishes operational goals, objectives, policies and procedures to facilitate effective workflow.
- Instructs, assigns, reviews and plans the work of others.
- Monitors standards.
- Coordinates activities.
- Allocates personnel.
- Responsible for employee reassignments, promotions, and salary increases as appropriate.
- Authorizes, reviews, and approves Department payroll.
- Prepares and submits full cost accounting budgets; monitors expert witness expenditures.
- Responsible for planning and presenting mandated continuing legal education (MCLE) training programs in house.
- Acts as lead counsel in the most challenging, high profile cases.
- Prepares and reviews formal legal opinions.
- Makes recommendations concerning the advisability of writs and appeals.
- Advises and assists attorneys on methods of approach, tactic, and policies in resolving difficult and complex cases.

- Resolves complex legal judgment questions.
- Studies, interprets, and applies statutes, ordinances, court decisions, and legal opinions.
- Prepares and provides administrative reports.
- Assigns or assists in assigning routine felony or misdemeanor cases to attorneys.
- Acts as liaison with other criminal justice agencies or public organizations.

EMPLOYMENT STANDARDS

Juris Doctor Degree, supplemented by three (3) years of progressively responsible experience involving criminal trial services, and which includes some experience in leading, coordinating, and/or supervising professional staff.

Current active membership in the State Bar of Texas required.

KNOWLEDGE OF:

- The authority, limitations, and functions of the workings of the Public Defender's Office.
- Legal principles and practices in criminal defense, including felony and misdemeanor legal defense.
- Rules of evidence.
- Legal research methods and procedures related to the conduct of court proceedings.
- Computer applications related to the work.
- Standard legal office practices and procedures.
- Techniques for dealing with individuals of varying races, genders, ethnicities and ages, some of whom may have physical or emotional problems and who appear to be difficult, confused or hostile.
- Supervisory principles and practices

SKILL IN:

- Interviewing a variety of individuals and soliciting needed information to determine facts and circumstances.
- Developing effective defense strategies.
- Analyzing cases and applying legal principles.
- Presenting statements of law clearly and logically in written and verbal form.
- Presenting an effective defense in Court.
- Preparing clear, concise, accurate and effective legal, policy and procedural guidelines.
- Using sound independent judgment within established legal, policy and procedural guidelines.
- Communicating logically and effectively with a diverse group of clients, witnesses, Judges, law enforcement officials, other attorneys and employees of various agencies and departments.

- Demonstrating patience, tact, courtesy and compassion.
- Establishing and maintaining effective working relationships with those contacted in the course of work.
- Working cooperatively with colleagues to accomplish the policies and goals of the office.
- Organizing, coordinating and motivating a team comprised of attorneys, investigators, and legal assistant to effectively and creatively represent clients and accomplish the mission of the office.

ABILITY TO:

- Handle serious criminal cases.
- Lead a team of attorneys.
- Organize time and work accurately and swiftly under pressure.
- Work in a standard office environment.
- Use standard office and computer equipment.
- Analyze complex legal problems and effectively supervise, coach and counsel other employees in legal problem solving.
- Apply appropriate legal principles and practices and take effective courses of action.
- Communicate effectively both verbally and in written form to present statements of fact, points of law and argument concisely and logically.
- Read, comprehend and retain voluminous technical legal research.
- Analyze and make sound recommendations regarding legal and administrative matters.
- Think globally, develop goals and action plans.
- Bring people together around a common vision and set of goals.
- Prepare and maintain statistical management reports to effectively measure unit's performance.

PHYSICAL DEMANDS:

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

While performing the duties of this job, employees work within a typical office and/or court setting and are frequently required to sit and talk or hear. Employees are occasionally required to use hands to finger, handle or feel objects, tools or controls, and reach with hands and arms. Employees are required to use a computer to complete work-related tasks such as scheduling staff, and other office related tasks. Employees must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK CONDITIONS

Incumbents may be required to attend meetings off-site after regular business hours, and to work alone at night and in high crime areas. Positions may also require incumbent to be on-call on a 24-hour schedule.

Hidalgo County Public Defender's Office
Job Description

FIRST ASSISTANT PUBLIC DEFENDER

DEFINITION

Under direction, the purpose of the position is to perform legal defense work for clients needing publicly assisted representation in serious criminal cases accepted by the Public Defender, including felony and misdemeanor charges. Employees perform professional, complex legal work and are responsible for acting as a lead attorney on cases; perform related work as required.

CLASS CHARACTERISTICS

The First Assistant Public Defender is the most experienced professional attorney. The First Assistant is expected to perform supervisory and leadership functions and demonstrate excellent legal and courtroom skills. The First Assistant is expected to handle the most serious, complex and high profile cases, including acting as a lead attorney on trial cases. The First Assistant is expected to have extensive experience handling caseloads in a wide range of assignments within the Public Defender's Office and may also have assisted in the development and implementation of department policies and procedures.

EXAMPLES OF DUTIES (Illustrative Only)

- Supervise personnel; instruct, assign, review and plan work of others; monitor standards; coordinate activities; allocate personnel.
- Investigate cases.
- Interview clients and witnesses.
- Visit crime scenes, jails, prisons, and case related sites.
- Obtain documents by subpoena and other discovery methods.
- Identify any affirmative or *de facto* defenses and tactical procedural choices for clients.
- Negotiate with prosecutors, probation officers and judges.
- Research, prepare, file, present and argue motions.
- Prepare cases for court, and conduct trials.
- Advocate for leniency or alternatives at sentencing hearings.
- Provide misdemeanor and other case representation including arraignments, pleas, legal motions, jury trials, and post-judgments hearings.
- Screen for potential conflicts of interest.
- Provide narrative, descriptive entries in client files of opinions, impressions, and facts collected.
- Prepare concise, thorough investigation request for in-depth follow-up.
- Meet with investigators to monitor the progress of investigation.
- Negotiate with the District Attorneys and others involved in the court process.

- Advise clients on settlement offers, options, and potential for success at trial or other dispositions of cases.
- Advise clients of the constitutional rights waived by pleading guilty and the potential direct and collateral consequences of a guilty plea.
- Select a jury, examine and cross-examine witnesses, draft and argue jury instructions and argue the case to the jury.
- Staff the pleas, hearing settings and hearings assigned to the Court calendar.
- Advise non-citizen clients of the specific immigration consequences of criminal convictions.
- Respond to telephone calls from non-clients and walk-in customers, including private attorneys seeking advice and counsel.
- Direct the work of legal assistants and interns.
- Provide referrals for counseling, parenting classes, anger management, substance abuse treatment, low cost medical care, emergency shelter, bus schedules and fares.
- Conduct financial and factual intake interviews of prospective clients.

MINIMUM EMPLOYMENT STANDARDS

Juris Doctor degree or equivalent
Current active membership in the State Bar of Texas
Two (2) years of progressively responsible experience involving legal work as a criminal attorney or equivalent combination of training and experience.
Demonstrated ability to handle the most complex criminal cases, including acting as team leader in the preparation and presentation of cases involving the work of other attorneys, investigators, and support staff. Demonstrated leadership and supervisory ability.

Skill in

- Interviewing a variety of individuals and soliciting needed information to determine facts and circumstances
- Developing effective defense strategies
- Analyzing cases and applying legal principles
- Presenting statements of law clearly and logically in written and verbal form
- Presenting an effective defense in court
- Managing an assigned caseload
- Preparing clear, concise, accurate and effective legal, policy and procedural guidelines
- Using sound independent judgment within established legal, policy and procedural guidelines
- Communicating logically and effectively with a diverse group of clients, witnesses, judges, law enforcement officials, other attorneys and employees of various agencies and departments
- Demonstrating patience, tact, courtesy and compassion
- Establishing and maintaining effective working relationships with those contacted in the course of work

- Working cooperatively with colleagues to accomplish the policies and goals of the office.

Ability to

- Personally represent clients in serious criminal and complex Public Defender cases
- Supervise a team of attorneys or others on staff
- Be on call 24 hours per day for emergencies
- Serve leadership roles on special committees inside and outside the office
- Work accurately and swiftly under pressure

Physical Demands

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee works within a typical office and/or court setting and is frequently required to sit and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Hidalgo County Public Defender's Office
Job Description

ASSISTANT PUBLIC DEFENDER

DEFINITION

Performs legal defense work for clients needing publicly assisted representation in criminal cases accepted by the Public Defender. Employees perform professional legal work and are responsible for providing counsel on appropriate responses to legal actions, for thoroughly preparing assigned cases and clients for trial, providing legal advocacy, representing the County and acting as a legal resource person, and performing related work as required.

CLASS CHARACTERISTICS

Working under general supervision, employees in this class exercise considerable independent judgment and initiative in all areas of criminal defense work. Assistant Public Defenders appear in court daily in both felony and misdemeanor cases in all court levels.

EXAMPLES OF DUTIES (Illustrative Only)

The list of examples of duties, knowledge, skills, and abilities as outlined herein, is intended to be representative of the tasks typically performed. It is not necessarily descriptive of any one position. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

All Assignments:

- Investigates cases.
- Interviews clients and witnesses.
- Visits crime scenes, jails, prisons, and case related sites.
- Obtains documents by subpoena and other discovery methods.
- Identifies any affirmative or *de facto* defenses and tactical procedural choices for clients.
- Negotiates with prosecutors, probation officers and judges.
- Researches, prepares, files, presents and argues motions.
- Prepares cases for court, and conducts trials.
- Advocates for leniency or alternatives at sentencing hearings.
- Provides misdemeanor and other non-complex case representation including arraignments, pleas, legal motions, jury trials, and post-judgments hearings.
- Screens for potential conflicts of interest.
- Provides narrative, descriptive entries in client files of opinions, impressions, and facts collected.
- Prepares concise, thorough investigation request for in-depth follow-up.
- Meets with investigators to monitor the progress of investigation.

- Negotiates with Assistant District Attorneys and others involved in the court process.
- Advises clients on plea offers, options, and potential for success at trial or other dispositions of cases.
- Advises clients of the constitutional rights waived by pleading guilty and the potential direct and collateral consequences of a guilty plea.
- Selects juries, examines and cross-examines witnesses, drafts and argues jury instructions and argues cases to the jury.
- Staffs the pleas, hearing settings and hearings assigned to the Court calendar.
- Advises non-citizen clients of the specific immigration consequences of criminal convictions.
- Responds to telephone calls from non-clients and walk-in customers, including private attorneys seeking advice and counsel.
- Conducts factual intake interviews of prospective clients.

EMPLOYMENT STANDARDS

Juris Doctor degree or equivalent
Current active membership in the State Bar of Texas.

KNOWLEDGE OF:

- Criminal law and aspects of criminal law related to Public Defender work.
- Rules of evidence, procedure, and substantive law.
- Legal principles and research methods.
- State and local laws and ordinances.
- Legal research methods.
- Preparation of briefs.
- Computer applications related to the work.
- Standard legal office practices and procedures.
- The duties, powers and limitation of the Public Defender's Office.
- Techniques for dealing with individuals of varying races, genders, ethnicity and ages, some of whom may have physical or emotional problems and who appear to be difficult, confused or hostile.

ABILITY TO:

- Interview a variety of individuals and solicit needed information to determine facts and circumstances.
- Develop effective defense strategies.
- Analyze cases and applying legal principles.
- Present statements of law clearly and logically in written and verbal form.
- Present an effective defense in court.
- Manage an assigned caseload.
- Prepare clear, concise, accurate and effective legal, policy and procedural guidelines.
- Use independent judgment within legal, policy and procedural guidelines.

- Communicate logically and effectively with a diverse group of clients, witnesses, judges, law enforcement officials, other attorneys and employees of various agencies and departments
- Demonstrate patience, tact, courtesy and compassion.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work cooperatively with colleagues to accomplish the policies and goals of the office.
- Recognize and evaluate approaches to situations of a potentially sensitive nature.
- Analyze legal principles and precedents and to apply them to complex factual legal problems.
- Present statements of fact, law and argument clearly and logically in written and oral form.
- Draft opinions, pleadings, and briefs.
- Work accurately and swiftly under pressure.
- Travel to locations within and outside of the County to interview individuals, gather information, attend training sessions and other job related meetings.
- Use standard office equipment, including computers and information systems utilized in the performance of the work.
- Work in a standard office environment.
- Keep detailed and accurate records.
- Compose and disseminate correspondence as required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

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

While performing the duties of this job, the employee works within a typical office and/or court setting and is frequently required to sit and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Hidalgo County Public Defender's Office
Job Description

INVESTIGATOR

DEFINITION

Under direction, to interview witnesses, clients and victims in the conduct of investigations; to obtain, preserve, record and analyze evidence for the defense of clients represented by the Public Defender's Office; and to do other work as required.

LEVEL SUMMARY

The Investigator is expected to exercise a high degree of initiative and independent judgment in securing information while conducting complex investigations of felony and misdemeanor charges. This classification series is required to be available for 24 hour on-call assignments.

FUNCTION

- Plans, directs and conducts investigations to support the legal defense of a wide variety of criminal cases including felony and misdemeanor charges.
- Establishes and maintains informant contacts to develop information relevant to cases.
- Conducts surveillance stakeouts as necessary.
- Identifies, locates and interviews clients to gather financial and factual statements for screening and intake purposes, witnesses, complainants, law enforcement officials and representatives of other agencies to gather information on events surrounding cases.
- Contacts and maintains liaison with outside agencies and expert witnesses as reference resources for potential testimony in highly specialized fields.
- Locates, obtains, evaluates and preserves documentary evidence from a variety of sources.
- Confers with attorneys on points of law and procedure.
- Writes and dictates reports of contacts and findings including statements, scene descriptions and analysis of physical evidence.
- Appears as a witness and testifies at trials, hearings and motions.
- Participates in training sessions.
- Operates and maintains a variety of photographic, tape, graphic and projection equipment.
- Prepares, presents, and maintains records and reports.

EMPLOYMENT STANDARDS

Three years of substantial criminal investigative experience, paralegal experience, or related education, training and/or investigative experience which provides the knowledge and skill requirements.

KNOWLEDGE

- Techniques, principles and methods used in criminal investigations.
- Methods and techniques of screening, evaluating and preparing evidence and exhibits for trials, i.e., laboratory procedure incident to the investigation of a crime including ballistics, toxicology, fingerprint comparison, chemical substance identification, and homicide pathology.
- Texas Penal Code and the Constitution, i.e., laws of arrest, rights of citizens, rules of evidence and court procedures.
- Various resources available in locating individuals.
- Mental defenses to a crime such as diminished capacity and legal insanity, including general knowledge of the subject of psychology, and psychological testing.
- The criminal justice system, state department of corrections and related agencies.

ABILITY TO:

- Keep accurate notes and records.
- Prepare and present clear, concise and comprehensive reports.
- Read and understand legal codes and cases and technical material in such disciplines as medicine, physical and social sciences.
- Obtain information through interview and interrogation.
- Assess the creditability of witnesses.
- Gather and analyze facts and evidence, and draw valid conclusions.
- Adjust to workload changes and work under stress to meet deadlines.
- Organize and prioritize workload to manage cases efficiently.
- Testify in court in a direct, clear and concise manner.
- Establish and maintain effective working relationships with attorneys, representatives of other agencies, clients, the public and co-workers.
- Ability to diagram to scale crime scene and to draft charts or other diagrams required for forensic use.
- Skill to operate photographic, recording and graphic equipment is desirable.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and data base software; calculator; copy and fax machine; phone; mobile or portable radio; various photographic, tape, graphics and projection equipment. Requires hand - eye coordination necessary to operate computers and various pieces of office equipment.

WORK ENVIRONMENT

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

Work is performed in office settings and in the field. Investigations may require incumbents to work alone at night and in high crime areas, maintain confidentiality of information and documents related to cases. Willingness to attend meetings after regular business hours.

Hidalgo County Public Defender's Office
Job Description

JAIL INTAKE OFFICER

DEFINITION

Under general supervision, to interview clients that in custody and to provide a variety of complex and technical legal document preparation and other secretarial support to attorneys, which are often confidential and may include the use of problem solving skills and independent decision-making; and to perform related work as assigned.

CHARACTERISTICS

Successful performance of the work requires a wide knowledge of legal documents, formats, terminology and, depending upon assignment, either criminal justice or court office practices and procedures.

EXAMPLES OF DUTIES (Illustrative Only)

Regardless of assignment:

- Interview clients that are incarcerated in the county jail and determine their general contact information, the reason for their arrest, bond release information and to determine the client's eligibility for reduction in bond.
- Prepare motion to reduce bonds for delivery to the magistrating judge and/or to prepare Writ of Habeas Corpus motions for filing at the county clerk's office.
- Working within critical deadlines, word processes a variety of legal documents, which may include pleadings, motions, orders, warrants, petitions, subpoenas, complaints and information, witness lists, jury instructions, voir dire questions, verdict forms, reports, general correspondence and other materials from drafts, notes, verbal instructions, prior documents and dictated tapes.
- Proofreads and edits drafts and completed materials for format, accuracy, grammar, spelling, punctuation, English usage and consistency.
- Performs a variety of general office support work on a relief or as-needed basis, including maintaining accurate records and files and providing coverage for other assignments.
- Uses a variety of office equipment such as computer terminals, printers, scanners, and copy reproduction and FAX equipment as well as standard office software such as word processing, spreadsheet and database applications.
- Provides a variety of support to attorneys, tracking and ensuring that all documents have been prepared and processed and appropriate actions taken in a timely manner; prepares periodic spreadsheets to track status of cases.
- Verifies case law and code citations and quotations found in motions and other documents, using the law library.
- Coordinates the scheduling of appointments between attorneys of the Public

Defender's and District Attorney's Offices.
- Obtains and maintains records regarding prior convictions for clients.
- May assist with compilation of statistical data.

EMPLOYMENT STANDARDS

Any combination of education and experience that would provide the knowledge and skills listed. Typically, equivalent to Two years of experience in processing legal documents in a court, criminal justice or legal office setting.

KNOWLEDGE OF:

- Legal office and criminal justice system terminology, forms, documents and procedures.
- The standard format for a variety of legal documents and forms, including briefs, motions, opinions, subpoenas and warrants.
- Policies and procedures related to the department and specific function to which assigned.
- The use of specified computer applications involving word processing and standard report generation.
- Business arithmetic.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Record keeping principles and practices.
- Correct business English, including spelling, grammar and punctuation.

SKILL IN:

- Independently preparing a variety of legal documents and forms.
- Being flexible and able to competently perform in a variety of assignment areas.
- Editing and reviewing for accuracy, format and correct English usage technical and complex legal and court documents.
- Using applicable legal office terminology, forms, documents and procedures in the course of the work.
- Using sound independent judgment in following and applying appropriate laws, codes, regulations, policies and procedures.
- Performing detailed legal office support work.
- Maintaining accurate legal office files.
- Composing correspondence or documents independently or from brief instructions.
- Organizing own work, setting priorities, working in a high volume setting and meeting critical deadlines.
- Establishing and maintaining effective working relationships with those contacted in

the course of the work.

- Word processing materials from standard printed copy at a net rate of 50 words per minute.

PHYSICAL DEMANDS

Mobility to work in a typical office or courtroom setting and use standard office equipment, strength to lift files weighing up to 15 pounds, vision to read printed materials and a computer screen, and hearing and speech to communicate in person and over the telephone.

Hidalgo County Public Defender's Office
Job Description

ADMINISTRATIVE ASSISTANT

DEFINITION

Under general supervision, to provide a variety of complex and technical legal document preparation and other secretarial support to attorneys, which are often confidential and may include the use of problem solving skills and independent decision-making; and to perform related work as assigned.

CHARACTERISTICS

Successful performance of the work requires a wide knowledge of legal documents, formats, terminology and, depending upon assignment, either criminal justice or court office practices and procedures.

EXAMPLES OF DUTIES (Illustrative Only)

Regardless of assignment:

- Working within critical deadlines, word processes a variety of legal documents, which may include pleadings, motions, orders, warrants, petitions, subpoenas, complaints and information, witness lists, jury instructions, voir dire questions, verdict forms, reports, general correspondence and other materials from drafts, notes, verbal instructions, prior documents and dictated tapes.
- Proofreads and edits drafts and completed materials for format, accuracy, grammar, spelling, punctuation, English usage and consistency.
- Performs a variety of general office support work on a relief or as-needed basis, including maintaining accurate records and files and providing coverage for other assignments.
- Uses a variety of office equipment such as computer terminals, printers, scanners, and copy reproduction and FAX equipment as well as standard office software such as word processing, spreadsheet and database applications.
- Provides a variety of support to attorneys, tracking and ensuring that all documents have been prepared and processed and appropriate actions taken in a timely manner; prepares periodic spreadsheets to track status of cases.
- Verifies case law and code citations and quotations found in motions and other documents, using the law library.
- Coordinates the scheduling of appointments between attorneys of the Public Defender's and District Attorney's Offices.
- Obtains and maintains records regarding prior convictions for clients.
- May assist with compilation of statistical data.

EMPLOYMENT STANDARDS

Any combination of education and experience that would provide the knowledge and skills listed. Typically, equivalent to Two years of experience in processing legal documents in a court, criminal justice or legal office setting.

KNOWLEDGE OF:

- Legal office and criminal justice system terminology, forms, documents and procedures.
- The standard format for a variety of legal documents and forms, including briefs, motions, opinions, subpoenas and warrants.
- Policies and procedures related to the department and specific function to which assigned.
- The use of specified computer applications involving word processing and standard report generation.
- Business arithmetic.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Record keeping principles and practices.
- Correct business English, including spelling, grammar and punctuation.

SKILL IN:

- Independently preparing a variety of legal documents and forms.
- Being flexible and able to competently perform in a variety of assignment areas.
- Editing and reviewing for accuracy, format and correct English usage technical and complex legal and court documents.
- Using applicable legal office terminology, forms, documents and procedures in the course of the work.
- Using sound independent judgment in following and applying appropriate laws, codes, regulations, policies and procedures.
- Performing detailed legal office support work.
- Maintaining accurate legal office files.
- Composing correspondence or documents independently or from brief instructions.
- Organizing own work, setting priorities, working in a high volume setting and meeting critical deadlines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Word processing materials from standard printed copy at a net rate of 50 words per minute.

PHYSICAL DEMANDS

Mobility to work in a typical office or courtroom setting and use standard office equipment, strength to lift files weighing up to 15 pounds, vision to read printed materials and a computer screen, and hearing and speech to communicate in person and over the telephone.

APPENDIX B

Hidalgo County Public Defender's Office

Absence Form

Employee Name: _____ Date of Request: _____
(PRINT)

Reason for Leave Request: _____

_____

It is my understanding that failure to return on the above date or failure to notify the County that I wish an extension can result in my separation from the County.

_____ _____
(Social Security #) Employee Signature

_____
Department Head Signature

Remarks:_____

I, _____, hereby agree to cover any and all duties assigned to the above named employee in his/her absence.
(Printed Name of Employee Covering Absence)

_____ _____
Date **Signature**

APPENDIX C

Request for Investigative Procedures

Case # : _____ Offense: _____

Defendant's Name : _____ Date: _____

Address: _____ City: _____

State: ___ Zip: ___ D.O.B.: _____ Age: ___

Name of Attorney Making Request

ACKNOWLEDGEMENT FORM

Hidalgo County Public Defender's Office

_____
Date

I, _____, have read, understand and received a copy of the Hidalgo County Public Defender's Office Policy and Procedure Manual and understand I am expected to abide by the said policy.

Signature:_____

Social Security #:_____

AI-10114 15.B.

NLADA Defender Program Membership

CC REGULAR

Date: 07/22/2008
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Area: Public Defender's Office

Information

CAPTION

Request and approval to pay the Defender Program Membership Subscription Fee in the amount of $1,100 to the National Legal Aid & Defender Association (NLADA) for office personnel: (6) Attorneys, (1) Investigator, and (2) Support Staff.

BACKGROUND

Pending line item transfer (AI- 10113) in the amount of $500 on 7-22-08 to cover expenditure

NLADA is the nation's leading advocate for front-line attorneys and other equal justice professionals - those who make a difference in the lives of low-income clients and their families and communities. Representing legal aid and defender programs, as well as individual advocates, NLADA is proud to be the oldest and largest national, nonprofit membership association devoting 100 percent of its resources to serving the broad equal justice community.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1282-412-30-085-001-8-810
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $728.00 as of 07/10/08.

Pending transfer in the amount of $500.00 (See AI-10113 for 07/22/08)

Attachments

Link: Membership Application
Link: Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/10/2008 08:00 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/10/2008 10:17 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Yvette Pacheco			Started On: 07/09/2008 03:36 PM	

Final Approval Date: 07/18/2008

NATIONAL LEGAL AID & DEFENDER ASSOCIATION

DEFENDER PROGRAM MEMBERSHIP FORM

Please provide the information requested below and return your completed membership form with appropriate payment to: NLADA, PO Box 79083, Baltimore, MD 21279-0083. Questions should be directed to Member Services at (202) 452-0620, ext 234 or 215.

CONTACT DATA:

Organization HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE

Contact Name JAIME E. GONZALEZ Title CHIEF PUBLIC DEFENDER

Address 100 E. CANO, SUITE 206

City EDINBURG State TX Zip 78539

E-mail JIMMY.GONZALEZ@CO.HIDALGO.TX.US Website WWW.CO.HIDALGO.TX.US

Fax (956) 292-7049 Work Phone (956) 292-7040

BUDGET INFORMATION – (We cannot process your application without this information.)

Year: 2008

Total Annual Budget: $ 669,931.00

Funding Sources: HIDALGO COUNTY & TEXAS TASK FORCE ON INDIGENT DEFENSE

ORGANIZATIONAL DATA

Please indicate the number of staff at your organization (all offices) in the categories below:

Attorneys: 6

Other Staff: 3

Total Staff: 9

OFFICE INFORMATION:

What percent of your clients are indigent? 100% Do you charge indigent clients for services? NO

Types of cases handled (check all that apply): ☐ Felony ☒ Misdemeanor ☐ Juvenile ☐ Capital ☐ Appeals ☐ Mental Competency ☒ Habeas Corpus ☐ Post-Conviction ☐ Other: _____

Type of office (check all that apply): ☒ Public Defender: ☐ Statewide ☒ County ☐ Judicial District ☐ Federal ☐ City ☐ Local ☐ Appellate ☐ Private Contract ☐ Assigned Counsel ☐ Private Practice ☐ Social Service Organization ☐ Pro Bono ☐ Law Clinic ☐ Other: _____

MEMBERSHIP SUBSCRIPTION FEES:

Select budget range below to determine annual program fee

Budget of Program	Full Program Fee
☐ Up to $200,000:	$220
☐ $200,001 - $400,000:	$440
☐ $400,001 - $600,000:	$770
☐ $600,001 - $1,000,000:	$1,100
☐ $1,000,001 - $1,500,000:	$1,925
☐ $1,500,001 - $2,000,000:	$2,750
☐ $2,000,001 - $5,000,000:	$3,575
☐ $5,000,001 - $10,000,000:	$4,125
☐ $10,000,001 or more:	$4,375

PAYMENT INFORMATION:

☐ Check enclosed (payable to NLADA) in the amount of $_____ ☐ Purchase Order Enclosed

☐ Charge to: ☐ Visa ☐ MasterCard Card #:_____ Exp. Date:_____

Signature: _____ Name on Card: _____

BRANCH OFFICE/ADDITIONAL CONTACTS INFORMATION:

Full Program members can designate additional contacts (such as deputy chiefs) and branch offices to receive NLADA program member mailings. Please complete information below and/or attach a program roster as a separate page and return with your completed Membership Form. Please be sure to include available e-mail addresses for all contacts. Please photocopy this form as needed.

All Branch Office/Additional Contacts will receive NLADA program member mailings.

Branch Office Name N/A

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

Branch Office Name _____

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

Branch Office Name _____

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

SIGN & SUBMIT PAYMENT:

JAIME E. GONZALEZ — Chief Defender/Director

7/1/08 — Date

Signature

❒* **New Program Member:** The above organization hereby applies for a Defender Program Membership in the National Legal Aid & Defender Association. We understand that membership in good standing entitles us to all NLADA membership services, including eligibility for the NLADA Insurance Program. We are enclosing a brief description of our organization and other relevant material about our operations (i.e. Annual Report). ** Defender Program Membership in NLADA is subject to final approval by the Board of Directors.*

Please make check payable to NLADA and mail to:

NLADA · PO Box 79083
Baltimore, MD 21279-0083

Questions? Contact us at: 202-452-0620, ext. 234 or 215 · Send e-mail to: membership@nlada.org
FAX 202-872-1031 · www.nlada.org

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jaime E. Gonzalez, do hereby state that my membership in the National Legal Aid & Defender 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: _____ DATE: 7/9/08

TITLE: CHIEF

Before me Lurin Yvette Pacheco, a Notary Public, appeared Jaime Gonzalez, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S

LURIN YVETTE PACHECO
Notary Public, State of Texas
My Commission Expires
November 14, 2009

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

_____
DEPARTMENT HEAD APPROVAL

AI-10117 **16.A.**

Membership Dues-National Citizens Police Academy Association
CC REGULAR

Date: 07/22/2008
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting approval for 2008 membership dues and payment for Sgt. Victor Valdez to the National Citizens Police Academy Association. ($ 25.00).

BACKGROUND

The mission of the NCPAA (National Citizens Police Academy Association) is to promote the professional development of information and to provide guidance and assistance to law enforcement agencies and citizens involved or interested in the Citizens Police Academy concept.

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:

$4,386.00 available balance as of 07/16/08.

Attachments

Link: NCPAA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	07/11/2008 11:44 AM	APRV
2	Budget & Management	Veronica Lopez	07/11/2008 01:51 PM	APRV
3	Rey Salazar	Rey Salazar	07/16/2008 03:22 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Monica Hinojosa — Started On: 07/09/2008 04:27 PM

Final Approval Date: 07/18/2008

We Need YOU To KeepKeep NCPAANCPAA

GROWING

Invite a fellow police officer or alumni association member to become part of something special!

The mission of the NCPAA (National Citizens Police Academy Association) is to promote the professional development of information, and to provide guidance and assistance to law enforcement agencies and citizens involved or interested in the Citizens Police Academy concept.

Current members can help keep the NCPAA growing. It's as easy as 1-2-3!

1 Make several photocopies of this page.

2 Then, mail or distribute the copies to local law enforcement officers, and/or friends, family members, relatives, neighbors, and local alumni members interested or involved in a Citizens Police Academy.

3 Encourage them to complete the application and mail it in with their annual membership dues.

Thank you for helping to support NCPAA!

NCPAA MEMBERSHIP APPLICATION

First Name	M.I.	Last Name
Victor		Valdez

Is this membership ... ☒ New ☐ Renewal

Are you ... ☐ Sworn ☐ Civilian

E-mail Address: Vvaldez@hidalgoso.org

Occupation: Deputy Sheriff

Name of Law Enforcement Agency/Organization or Alumni Association: Hidalgo County Sheriff's Office Sheriff's Academy

Rank/Title (if applicable): Sergeant

Agency/Organization or Alumni Association Address: 711 El Cibolo Rd.

City, State, Zip: Edinburg TX

Agency/Organization or Alumni Association Telephone Number: (956) 381-7979

Agency/Organization or Alumni Association Fax: (956) 381-7997

Mailing Address (for NCPAA mailings - if other than address above): same as above

City, State, Zip:

Home Telephone Number: (956) 341-5322

I affirm that the above information is true and accurate, and I authorize NCPAA to verify any of the above information. Further, I understand that any unauthorized use of membership privileges may result in termination of membership and revocation of said privileges.

VA VL — Signature

7/8/08 — Date

Please mail completed application with $25.00 check or money order [payable to NCPAA] to:

NCPAA · P.O. Box 241 · South Bend, IN 46624

- FOR NCPAA OFFICE USE ONLY -

Pck Vck MO

03/05

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *VICTOR VALDEZ*, do hereby state that my membership in the *NATIONAL CITIZENS POLICE ACADEMY ASSOCIATION* on behalf of 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 of organization is not affiliated with a labor organization;

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

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

SIGNATURE: V. V.

TITLE: SERGEANT

Before me Elva Perez, a Notary Public, appeare Sgt. Victor Valdez and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELVA PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2010

Elva Perez

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-10191 **17.A.**

Additional ROW- Thomas Road Drainage Project
CC REGULAR

Date: 07/22/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for surveys-metes & bound, title reports, appraisals and acquisition of additional right of way for the Thomas Road Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

711 ROW Acquisition - $612,176.00 available as of 7/17/2008.

Attachments

Link: Proposed drainage project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 08:15 AM	APRV
2	Dale Kennan	Dale Kennan	07/17/2008 09:17 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Sandra Garcia			Started On: 07/16/2008 11:19 AM	
Final Approval Date: 07/18/2008				

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

McCOLL ROAD OFF-SITE DRAINAGE DITCH R.O.W. MAP

Promise Land
Sale 227-2154

SCALE: 1" = 200'

LOT 2, BLOCK 22

PROP. 6'X5' BOX

PROP. 10'X10' JUNCTION BOX

LOT 5, BLOCK 21

SOUTH McCOLL ROAD

EXIST. 80.0' ROAD R.O.W.

PROP. 8'X8' JUNCTION BOX

PROP. 6' X 5' BOX

PROP. 8'X8' BOX

THOMAS ROAD

EXIST. 150.0' H.C.D.D. No. 1 DRAINAGE DITCH R.O.W.

STEELE AND PERSHING SUBDIVISION

75.00'

75.00'

PROPOSED 150.0 DRAINAGE DITCH RIGHT OF WAY

LOT 6, BLOCK 22

LOT I, BLOCK 22

LOT 6, BLOCK 21

20.0'

EXIST. 40.0' ROAD R.O.W.

EXIST. 84.00' H.C.I.D. No. 2 IRRIGATION CANAL R.O.W.

EXIST. 82.0' H.C.I.D. No. 2 IRRIGATION DITCH R.O.W.

DICKER ROAD

POROPOSED 150.00' DRAINAGE DITCH RIGHT OF WAY

75.00'

EXIST. 86.00' H.C.I.D. No. 2 IRRIGATION DITCH R.O.W.

56.0'

POROPOSED 150.00' DRAINAGE DITCH RIGHT OF WAY

75.00'

EXIST. 70.0' H.C.I.D. No. 2 IRRIGATIO DITCH R.O.W.

35.0'

PARCEL

LOT LINE

LOT 6, BLOCK 22

75.00'

LOT I, BLOCK 22

A.J. McCOLL SUBDIVISION

75.00'

LOT 6, BLOCK 21

AI-10225 **17.B.**

Acceptance of Warranty Deed for Roadway
CC REGULAR

Date: 07/22/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for consideration action and/or approval to accept Westside Street being a .68 of an acre of land out of Lot 34-4 West Addition to Sharyland Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Consideration of $10.00 as per special warranty deed. Funding available as of 7/17/08.

Attachments

Link: Special Warranty Deed

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 08:19 AM	APRV
2	Dale Kennan	Dale Kennan	07/17/2008 09:48 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Sandra Garcia			Started On: 07/16/2008 04:52 PM	
Final Approval Date: 07/18/2008				

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: June 25, 2008

Grantor: Jesus Eduardo Picaso, Daniel and Aida Guerrero, husband and wife; Juan Martinez, Hector Contreras, Adela Gonzalez, Jose Gilberto and Maria Silva, husband and wife; Beatriz E. Gonzalez, Samuel and Elizabeth Garcia, Lrasema Menchaca, Roel Guerrero, Alberto J. and Laura Martinez, husband and wife;

Grantor's Mailing Address:

c/o Aida Guerrero
809 Westside
Lane Mission,
Texas 78573
Hidalgo County

Grantee: County of Hidalgo, State of Texas

Grantee's Mailing Address:

IOO N. Closner
Edinburg, Texas 78539
Hidalgo County

Consideration:

TEN AND NO/J00 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A" Attached Hereto

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2008, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or

both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty , grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

Jesus Eduardo Picaso
Name: Jesus Eduardo Picaso

Daniel Guerrero
Name: Daniel Guerrero

Aida Guerrero
Name: Aida Guerrreo

Juan Martinez
Name: Juan Martinez

Hector Contreras
Name: Hector Contreras

Adela Gonzalez
Name: Adela Gonzalez

JOSE. GILBERTO. SILVA
Name: Jose Gilberto Silva

MARIA. SILVA.
Name: Maria Silva

Name: Beatriz E. Gonzalez

Name: Samuel Garcia

Name: Elizabeth Garcia

IRASEMA. Menchaca
Name: Irasema Menchaca

Name: Roel Guerrero

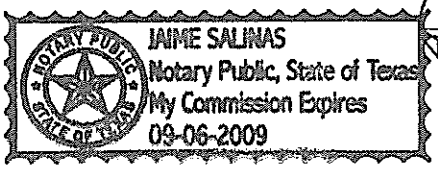
Name: Alberto J. Martinez

Laura Martinez
Name: Laura Martinez

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Jesus Eduardo Picaso.

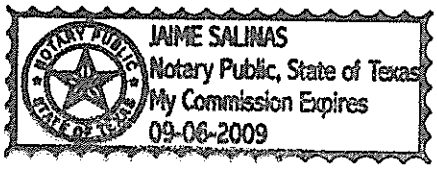


Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Daniel and Aida Guerrero.

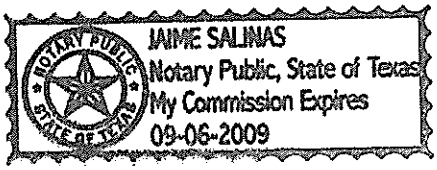


Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Juan Martinez.

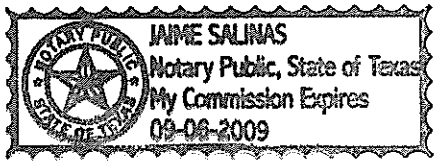


Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Hector Contreras.

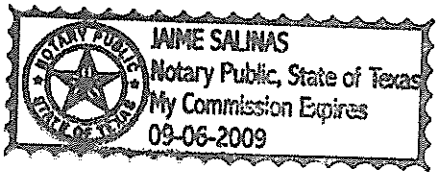


Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Adela Gonzalez.



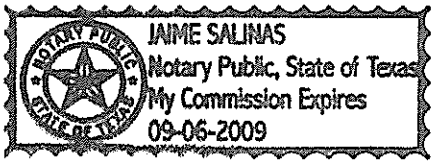
Notary Public, State of Texas

S

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Jose Gilberto and Maria Silva.



Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Beatriz E. Gonzalez.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Samuel and Elizabeth Garcia.



Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Iresama Menchaca.

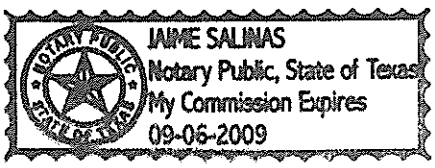
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Roel Guerrero.

Notary Public, State of Texas



STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 25, 2008, by Alberto J. Laura Martinez.

Notary Public, State of Texas

LAND SURVEYORS

LLC

METES AND BOUNDS DESCRIPTION
0.68 OF ONE ACRE OF LAND
WEST ADDITION TO SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 0.68 of one acre of land, situated in Hidalgo County, Texas being out of a part or portion of **LOT 34-4, WEST ADDITION TO SHARYLAND SUBDIVISION**, map reference: Volume 1, Page 56, H.C.M.R., and said 0.68 of one acre of land also being more particularly described as follows;

COMMENCING in the right-of-way of Trosper Road and the Northeast corner of said Lot 34-4, THENCE, SOUTH, along the right-of-way of said Trosper Road and the East line of said Lot 34-4, a distance of 311.20 feet to a point in the right-of-way of Trosper Road and the Northeast corner of said Lot 34-4, THENCE, WEST, a distance of 20.00 feet to an iron rod found on the West right-of-way line of said Trosper Road, for the northeast corner of this tract and the **POINT OF BEGINNING;**

THENCE, SOUTH, a distance of 15.00 feet to an iron found, for the southeast corner of this tract;

THENCE, WEST, at a distance of 163.14 feet pass a the East line of a 40.00 foot Rio Grande Valley Gas Company Easement, recorded in Volume 940, Page 361, H.C.D.R., at a distance of 217.78 feet pass the West line of said gas easement, and continuing a total distance of 1,194.58 feet to an iron rod found, for the southwest corner of this tract;

THENCE, NORTH, a distance of 30.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

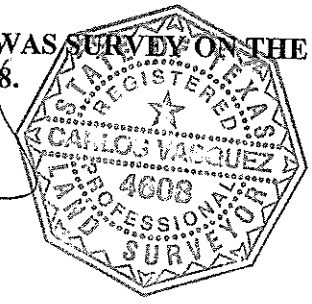
THENCE, EAST, a distance of 774.37 feet to an iron rod found on the West line of Lot 3, Montoya Subdivision, recorded in Volume 28, Page 104-A, for an outside corner of this tract;

THENCE, SOUTH, a distance of 15.00 feet to an iron found on the Southwest corner of said Lot 3, for an inside corner of this tract;

THENCE, EAST, at a distance of 216.40 feet pass a the West line of a said gas easement, at a distance of 271.04 feet pass the East line of said gas easement, at a distance of 400.22 feet, and continuing a total distance of 420.22 feet to the **POINT OF BEGINNING**, containing 0.68 of one acre of land, more or less.

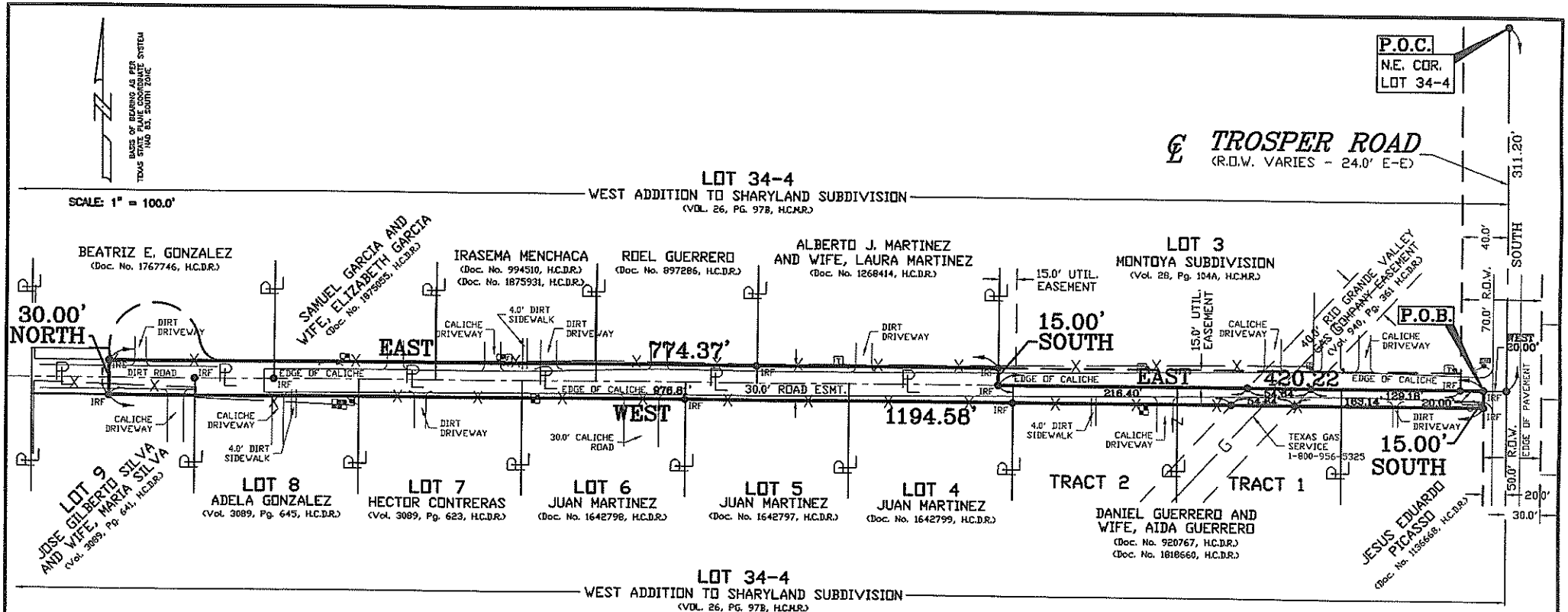
Bearing basis as per **STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.**

THE ABOVE DESCRIPTION WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON JUNE 26, 2008.



Carlos Vásquez, R.P.L.S. 4608
CVQ LAND SURVEYORS, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



PROPOSED 30.0' R.O.W.
0.68 OF ONE ACRE
OUT OF
LOT 34-4
WEST ADDITION TO SHARYLAND
Hidalgo County, Texas,
(Volume 1, Page 56, H.C.M.R.)

LEGEND

⟵	= GUY WIRE
SBC	= SOUTHWESTERN BELL PEDESTAL
S	= SIGN
T	= TELEPHONE PEDESTAL
⌀	= POWER POLE
WM	= WATER METER
—X—	= EXISTING FENCE
—G—	= GAS LINE
LL	= LOT LINE
PL	= PROPERTY LINE
Z	= COMMON OWNER
IRF	= FOUND 1/2" IRON ROD
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
E-E	= EDGE OF PAVEMENT TO EDGE OF PAVEMENT DISTANCE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

NOTES:

1. SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRATERRITORIAL JURISDICTION OF SAID PROPERTY.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY BE SUBJECT TO EASEMENTS RECORDED OR UNRECORDED.
3. UTILITY LINES WERE FOUND BY OTHERS.

PROJECT INFORMATION	
SURVEYED DATE:	06/23/08
JOB NO.:	080613
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com

SURVEYOR'S CERTIFICATION:

I, Carlos Vasquez, a Registered Professional Land Surveyor do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed, on the ground on June 23, 2008, under my direction.

Carlos Vasquez
R.P.L.S. NO. 4608
STATE OF TEXAS

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

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AI-10250 **17.C.**

Acceptance of Roadways
CC REGULAR

Date: 07/22/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

1. Authorization for consideration action and/or approval to accept Barrera Street as per Roadway Affidavits executed by the property owners to be included in the County Roadway System. (Pct 1)
2. Authorization for consideration action and/or approval to accept a Donation Deed for Fresno Road in Las Milpas Subdivision recorded in Volume 22 Page 89 Hidalgo County Map Records, Hidalgo County, Texas. (Pct 1)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

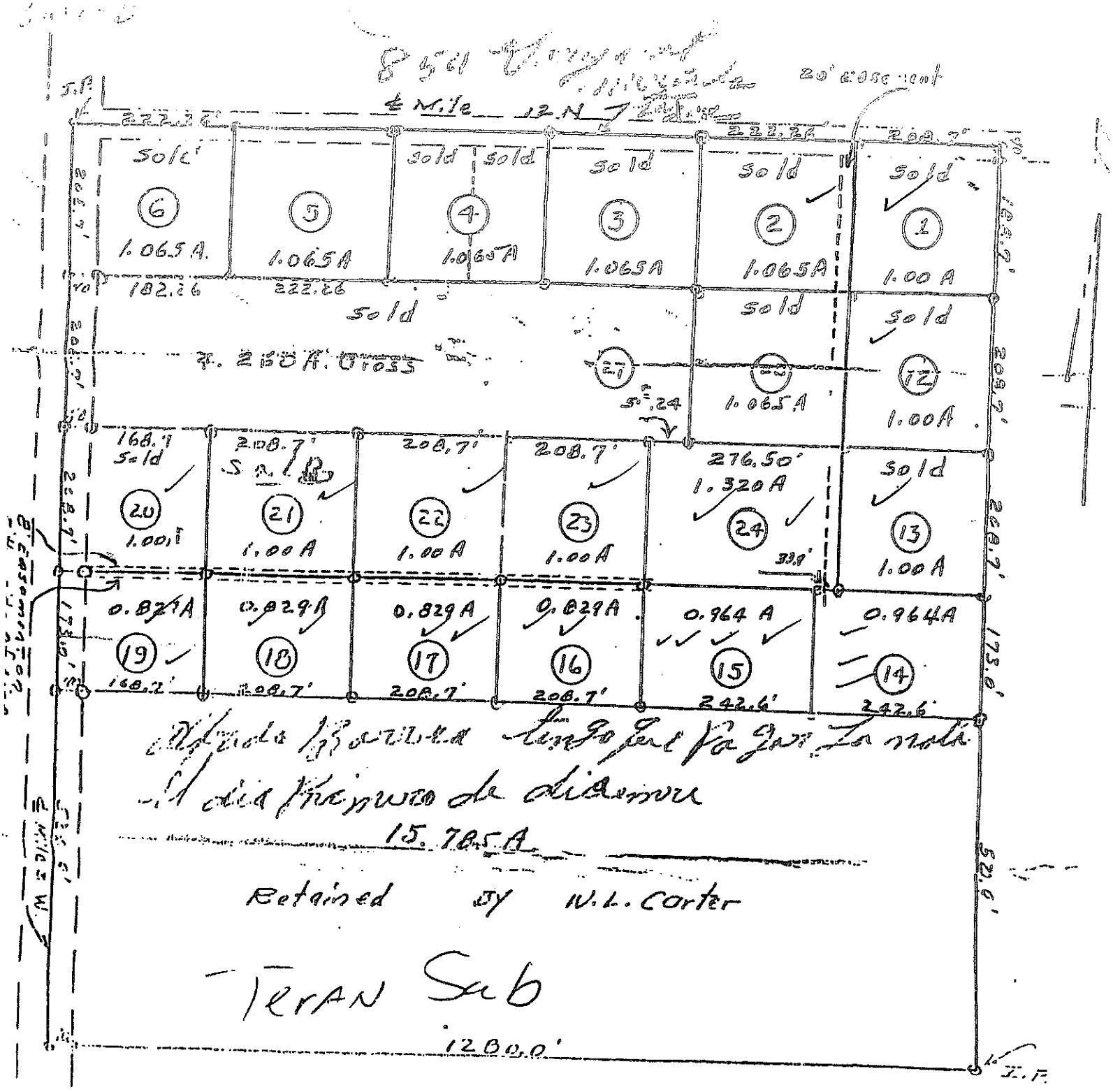
Funding available as of 7/18/08.

Attachments

Link: Barrera Street
Link: La Milpa Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/18/2008 07:53 AM	APRV
2	Dale Kennan	Dale Kennan	07/18/2008 08:24 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Sandra Garcia			Started On: 07/17/2008 04:20 PM	
Final Approval Date: 07/18/2008				


20' Easement
¼ Mile 12 N
222.26'
Sold
6
1.065 A.
5
1.065A
4
1.065A
3
1.065A
2
1.065A
1
1.00 A
182.26
222.26
Sold
Sold
Sold

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Enedelia Barrera** who being before me here and now duly swears upon oath and says:

I **Enedelia Barrera** DATE OF BIRTH 07/19/1970.
RESIDING AT 3317 E. Barrera ST. Mercedes, Texas 78570

I, being the property owner of Lot # 21 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last 28 years.

I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1970.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Enedelia Barrera

Enedelia Barrera

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Enedelia Barrera this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
04-06-2009

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Enedelia Barrera** who being before me here and now duly swears upon oath and says:

I **Enedelia Barrera** DATE OF BIRTH 07/19/1970.
RESIDING AT 3317 E. Barrera ST. Mercedes, Texas

I, being the property owner of Lot # 16 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last 20 years.

I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1988.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Enedelia Barrera

Enedelia Barrera

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Enedelia Barrera this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
08-06-2009

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Ismael Alcantar** who being before me here and now duly swears upon oath and says:

I **Ismael Alcantar** DATE OF BIRTH 02/12/1972.
RESIDING AT 7219 N. Barrera Mercedes, Texas 78570

I, being the property owner of Lot # 23 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last 18 years.

I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1990.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Ismael Alcantar

Ismael Alcantar

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Ismael Alcantar this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
08-06-2009

Roy Gonzales

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Florencio Trevino** who being before me here and now duly swears upon oath and says:

I **Florencio Trevino** DATE OF BIRTH 10/16/1966.
RESIDING AT 3406 Barrera ST.. Mercedes, Texas 78570

I, being the property owner of Lot # 18 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last 42 years.

I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1966.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Florencio Trevino

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Florencio Trevino this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
05-06-2009

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jose G. Trevino** who being before me here and now duly swears upon oath and says:

I **Jose G. Trevino** DATE OF BIRTH 03/18/1927. RESIDING AT 3324 Barrera ST. Mercedes, Texas 78570

I, being the property owner of Lot # 18 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last 35 years.

I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1973.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Jose G. Trevino

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Jose G. Trevino this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Manuel Garces JR. who being before me here and now duly swears upon oath and says:

I **Manuel Garces JR.** DATE OF BIRTH November 11, 1956 .
RESIDING AT 3426 Barrera ST. Mercedes, Texas 78570

I, being the property owner of Lot # 17 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last **30** years. I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since **1981.**

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Manuel Garces Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said MANUEL GARCES JR. this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
05-06-2009

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Aurora Rios** who being before me here and now duly swears upon oath and says:

I **Aurora Rios** DATE OF BIRTH 08/19/1962 .
RESIDING AT **P. O. Box 3914 Edcouch, Texas 78538**

I, being the property owner of Lot # 15 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last **23** years.

I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since **1985.**

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Aurora Rios

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Aurora Rios this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jose Martinez** who being before me here and now duly swears upon oath and says:

I **Jose Martinez** DATE OF BIRTH **08/02/1925**
RESIDING AT 7113 N. Barrera ST. Mercedes, Texas 78570

I, being the property owner of Lot # 24 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last **40** years.
I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since **1968.**
Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Jose Martinez

SUBSCRIBED AND SWORN TO BEFORE ME, by the said JOSE MARTINEZ this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

AFFIDAVIT
Barrera Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Rogelio Rios** who being before me here and now duly swears upon oath and says:

I **Rogelio Rios** DATE OF BIRTH **07/06/1953.**
RESIDING AT 3403 Barrera ST. Unit A Mercedes. Texas 78570

I, being the property owner of Lot # 15 out of Acre Tract Subdivision in Mercedes Texas, further certify that I have resided at this location for the last **23** years.

I, certify that Barrera Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since **1987 .**

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Rogelio Rios

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Rogelio Rios this 16th, day of July, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

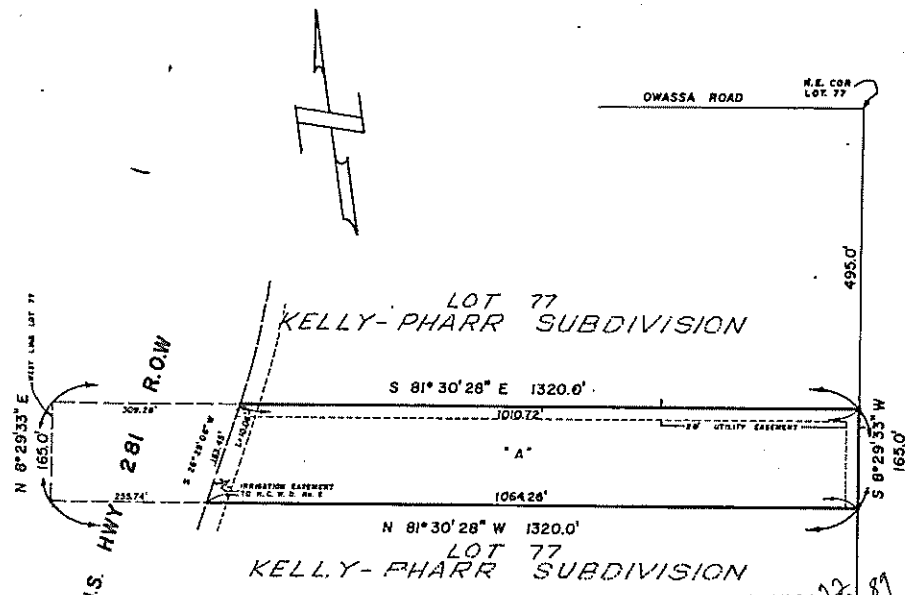
VOL. 22 PAGE 89

14225

MAP OF TEXANO MACHINE SHOP SUB'D.

PHARR, TEXAS

BEING A SUB'D. OF THE SOUTH 5.0 Ac. OF NORTH 20.0 Ac. OF LOT 77, KELLY PHARR SUBDIVISION OF PORCIONES 69 & 70 HIDALGO COUNTY, TEXAS



Recorded in Book 22 Page 89 of the map records of Hidalgo County, Texas
Walden and Hunt, Inc.
County Surveyors

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 7 day of Apr 1982
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By: Lucy Martinez

FILED FOR RECORD THIS DATE
At 10:40 o'clock A.M.
APR 20 1982
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By: [illegible] Deputy

APPROVED FOR RECORDING
Hidalgo Co. Right of Way Dept.
By: Dora Walker
Date: 4-20-82

PREPARED BY:
FARIAN, NELSON & MEDINA INC.
MCALLEN, TEXAS

SCALE: 1" = 100' DATE: 11-19-81

CHECKED FOR DRAINAGE BY: [illegible]

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "TEXANO MACHINE SHOP SUBDIVISION", SUBDIVISION TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

Joseph R. Roth
JOSEPH R. ROTH

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSEPH R. ROTH KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 8th DAY OF January, 1982

Sandra Boyd
Notary Public
SANDRA BOYD
My Commission Expires
My Commission Expires June 1, 1983

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Kenneth Webster
Chairman, Planning Commission

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR, [illegible] IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

FILIPO C. MEDINA
Registered Public Surveyor
McAllen, Texas

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Frank Hernandez Jr.
MAYOR, CITY OF PHARR

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. 2 ON THIS 6th DAY OF March A.D. 1982

[illegible]
Secretary

[illegible]
President

File 3-47

File 3-47

12631

LA MILPA SUBDIVISION

LA MILPA SUBDIVISION, BEING A RE-SUBDIVISION OF THE SOUTH 806.7 FEET OF THE EAST 108.0 FEET OF THE WEST 378.0 FEET OF THE WEST 17.12 ACRES OF DOT 14, BLOCK 28, CAPISALLO DISTRICT SUBDIVISION," HIDALGO COUNTY," TEXAS

FILED FOR RECORD THIS DATE
At 1:00 o'clock P.M.
MAR 16 1982
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By: [illegible] Deputy

State of Texas,
County of Hidalgo:

KNOWN ALL MEN BY THESE PRESENTS, THAT WE ANTONIO ELIZONDO AND LUCIA ELIZONDO OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY APPROVE ACCEPT AND ADOPT THE ACCOMP ACCOMPANING MAP OF SAID SUBDIVISION.

ANTONIO ELIZONDO

LUCIA ELIZONDO

State of Texas,
County of Hidalgo:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTONIO ELIZONDO AND LUCIA ELIZONDO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF March 1982.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS.

State of Texas,
County of Hidalgo:

I, ELOY VERA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM INFORMATION SUPPLIED TO ME BY THE OWNERS.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF March, 1982.

ELOY VERA, P.E.
REGISTERED PUBLIC SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF March, 1982.

NOTARY PUBLIC, HIDALGO CO. TEXAS

APPROVAL BY WATER DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. ____ ON THIS ____ DAY OF ____ A.D. 19__.

PRESIDENT

SECRETARY

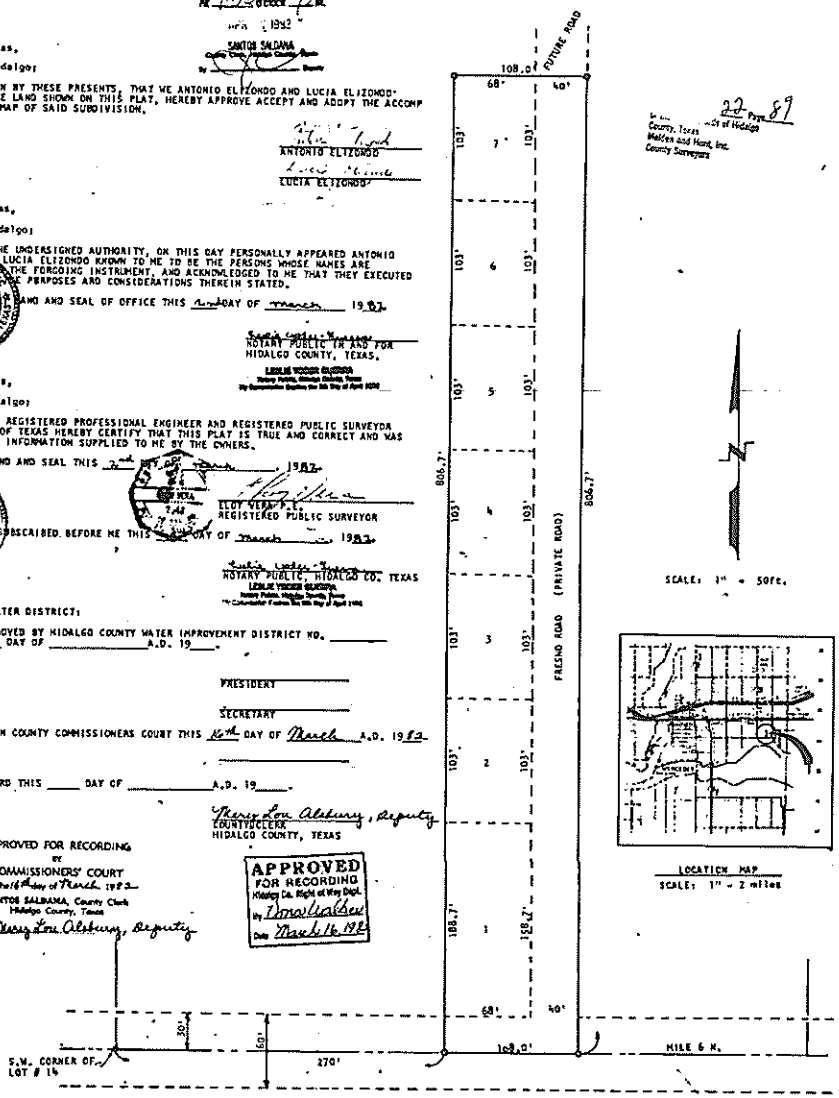
APPROVE IN OPEN COUNTY COMMISSIONERS COURT THIS 16th DAY OF March A.D. 1982

FILED FOR RECORD THIS ____ DAY OF ____ A.D. 19__.

Mary Lou Alaburg, Deputy
COUNTY CLERK
HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 16th day of March 1982
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By: Mary Lou Alaburg, Deputy

APPROVED FOR RECORDING
Hidalgo Co. Right of Way Dept.
By: Dora Walker
Date: March 16, 1982



Vol. 22 Pgs. 89
County, Texas
Walden and Hunt, Inc.
County Surveyors

SCALE: 1" = 50Fe.

LOCATION MAP
SCALE: 1" = 2 miles

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

La Milpa Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, We, Antonio Elizondo and Lucia Elizondo, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 28th day of MAY, 2008.

Antonio Elizondo

Lucia Elizondo

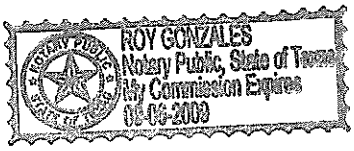
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Antonio Elizondo, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of MAY, 2008.



Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Lucia Elizondo, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of MAY, 2008.



Notary Public, State of Texas

AI-10166 **18.A.**

Request new positions for various Pct#2 departments
CC REGULAR

Date: 07/22/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Precinct #2
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #2

Information

CAPTION

Pct. 2 Community Resource Center (South Tower Rd) (1100):
1. Approval to create one (1) permanent full-time CRC Coordinator position, slot # 122-082-0004 budgeted at $30,258.00 per year.
2. Approval of revised salary schedule.

Pct. 2 Road & Bridge (1202):
1. Approval to create four (4) new temporary full-time Maintenance I positions, slot no.'s 122-006-T053, -T054, -T055 and -T056 budgeted at $9.50 per hour each, not to exceed six (6) months and or 12/31/2008.
2. Approval of revised salary schedule.

Pct. 2 Parks (1212):
1. Approval to create two (2) new permanent full-time Maintenance I positions slot no.'s 122-008-0024 and 122-008-0025 budgeted at $19,760.00 per year each.
2. Approval to create one (1) new temporay part-time Lifeguard position, slot no. 122-008-T026 budgeted at $9.50 per hour, not to exceed six (6) months and or 12/31/2008.
3. Approval of revised salary schedule.

BACKGROUND

Lifeguard position duration will be approximately 10 weeks.

Fiscal Impact

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

BUDGETARY IMPACT:

Acct. no. 8-1100-466-00-122-082-0-XXX: CRC Coordinator position to be funded from G/F (Co. Wide Contingency) pending CC approval.

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Acct. no. 8-1202-431-00-122-006-0-XXX: Temp Maintenance I positions to be funded from lapsed salaries and fund balance pending CC approval.

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Acct. no. 8-1212-452-00-122-008-0-XXX: Maintenance I positions and Temp Lifeguard position to be funded from lapsed salaries and fund balance.

Attachments

Link: PAR- CRC Coordinator

Link: Job Description- CRC Coordinator

Link: Fiscal Note-CRC

Link: Revised Salary Schedule- CRC

Link: Maintenance I PAR

Link: Job Description- Maintenance I

Link: Pct. 2 P& U Fiscal Note

Link: Revised Salary Schedule-P/U

Link: PAR- Parks Maintenance I

Link: Job Description- Parks Maintenance I

Link: Parks Lifeguard PAR

Link: Job Description- Parks Lifeguard

Link: Parks Fiscal Note

Link: Revised Salary Schedule-Parks

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 08:27 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/18/2008 11:41 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Dale Kennan Started On: 07/15/2008 01:04 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct #2 / #122

DATE: 07/15/2008

CURRENT POSITION TITLE:

SLOT. #: 122-082-0004

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
CRC ~~Director~~ COORDINATOR (AT THE South Tower CRC)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 30,258.00 (Proposed Budgeted Salary) $ 30,258.00 (Net Change)

Position to be funded from one of the following:

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

[X] Other 8-1100-466-00-122-082-0-113

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

The ~~director~~ 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.

sdfsdfsdf

See the attached 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. Hector Palacios MH 7/15/08
DEPARTMENT HEAD — DATE — FUNDING AVAILABLE IN DEPT. BUDGET ☐ YES ☐ NO

2. sdfgsdfg
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
PARKS

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

DEPARTMENT: 122 — CIVIL SERVICE STATUS: NON EXEMPT

SUMMARY

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

QUALIFICATION REQUIREMENTS

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

JCh

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

EDUCATION and/or EXPERIENCE

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

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

Hidalgo County
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 22, 2008 **Agenda Item:** AI-10166

Summary of request/proposal:
Precinct 2 is requesting the approval to create one (1) CRC Coordinator position (slot # 0004) in Pct 2 Parks for the Precinct 2 Community Resource Center (at South Tower Road) and to set salary at $30,258.00. Note the effective date of 7/22/08.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CRC Coordinator	0004	113	0.00	30,258.00	30,258.00
				0.00	30,258.00	30,258.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-466-00-122-082-0-	113	PCT 2 CRC S TOWER RD- PERM F/T EMPLOYEES	$13,512.16
8-1100-466-00-122-082-0-	211	PCT 2 CRC S TOWER RD- HEALTH INSURANCE	$1,859.50
8-1100-466-00-122-082-0-	212	PCT 2 CRC S TOWER RD- LIFE INSURANCE	$14.74
8-1100-466-00-122-082-0-	220	PCT 2 CRC S TOWER RD- FICA	$1,033.68
8-1100-466-00-122-082-0-	230	PCT 2 CRC S TOWER RD- RETIREMENT	$1,186.37
8-1100-466-00-122-082-0-	250	PCT 2 CRC S TOWER RD- UNEMPLOYMENT COMP	$67.56
8-1100-466-00-122-082-0-	260	PCT 2 CRC S TOWER RD- WORKER'S COMP	$56.75
		2008 Budgetary Impact	$17,730.76

2009 Budgetary Impact: $39,704.76

Possible Funding Sources: **TO BE FUNDED FROM G/F (CO. WIDE CONTINGENCY) IF APPROVED BY CC.**

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

1100-466-00-122-082-0-
PCT 2 CRC - SOUTH TOWER RD

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0001	113	MAINTENANCE	0.00	17,680.00	17,680.00	0.00%	0.00	0.00	17,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	COMMUNITY OUTREACH WORKER	0.00	17,992.00	17,992.00	0.00%	0.00	0.00	17,992.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	COMMUNITY OUTREACH WORKER	0.00	17,992.00	17,992.00	0.00%	0.00	0.00	17,992.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
++++ADD++++																
0004	113	CRC COORDINATOR	0.00	30,258.00	30,258.00	0.00%	0.00	0.00	30,258.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Hidalgo County Precinct #2 / 122

CURRENT POSITION TITLE:

DATE:
07/15/2008

SLOT. #: T053
T054
T055
T056

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
Maintenance I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

19,760.00 x 4

Salary Amount: $ 0.00 Current Budgeted Salary $ = #79,040.00 Proposed Budgeted Salary $ 79,040.00 Net Change

Position to be funded from one of the following:

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

☒ Other 8-1202-431-00-122-006-0-121 (Pending transfer from 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
$ #9.50/He x 2080 Hrs = $19,760.00 EA.
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

7/22/08	12/31/08	MON-FRI	40	6 MONTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☒ Re	Non-Exempt	☒
N/A	☐		

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

Served as general maintenance for the Precinct. involves maintenance of county roads and right-of-way or servicing and operation such as brush collection, road patch work and drainage clearing. Knowlege of storm sewer instalation is prefered.

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

sdfsdfsdf

See the attached 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	7/15/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg 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
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Maintenance I FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUSES: EXEMPT

SUMMARY

Serves as general maintenance for the Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of County roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assist in cleaning equipment, hand tools, and truck.
- May perform minor repairs to the tools, equipment, and truck.
- Cut high grass or weeds and picks up brush along County right-of-way.
- Maintain shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right-of-ways.
- 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 GED;
- Experience in masonry and cement work.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.

- Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, July 22, 2008 **Agenda Item:** AI-10166

Summary of request/proposal:
Precinct 2 is requesting the approval to create four (4) full-time temporary Maintenance I positions in slots #T053, #T054, #T055 and #T056 for Precinct 2 Paved/Unpaved Roads and to set salary at $19,760.00 each ($9.50/hr * 2080 hrs). Note the effective date of 7/22/08 and employment for these positions is not to exceed 6 months.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Maintenance I	T053	121	0.00	19,760.00	19,760.00
1202	Maintenance I	T054	121	0.00	19,760.00	19,760.00
1202	Maintenance I	T055	121	0.00	19,760.00	19,760.00
1202	Maintenance I	T056	121	0.00	19,760.00	19,760.00
				0.00	79,040.00	79,040.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1202-431-00-122-006-0-	121	PCT.2 P/U RD-	TEMP F/T EMPL	$35,296.49
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	$2,700.18
8-1202-431-00-122-006-0-	230	PCT.2 P/U RD-	RETIREMENT	-
8-1202-431-00-122-006-0-	250	PCT.2 P/U RD-	UNEMPLOYMENT COMP	$176.48
8-1202-431-00-122-006-0-	260	PCT.2 P/U RD-	WORKER'S COMP	$3,483.76
			2008 Budgetary Impact	$41,656.91

2009 Budgetary Impact: **N/A**

Possible Funding Sources: **To be funded from lapsed salary and fund balance.**

Budget Office Recommendation:

Funding will need to be transferred into object code 121 from 113.

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

1202-431-00-122-006-0-
PCT.2 P/U RD

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0001	113	CHIEF ADMINISTRATOR	63,495.00	0.00	63,495.00	4.00%	2,540.00	0.00	66,035.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
0002	113	FIELD OPER DIR	61,500.00	0.00	61,500.00	4.00%	2,460.00	0.00	63,960.00	63,960.00	480.00	0.00	0.00	0.00	0.00	64,440.00
0003	113	RESEARCH AND DEVELOPMENT DIRECTOR	44,908.00	0.00	44,908.00	4.00%	1,796.00	0.00	46,704.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	41,744.00	0.00	41,744.00	4.00%	1,670.00	0.00	43,414.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	40,000.00	0.00	40,000.00	4.00%	1,600.00	0.00	41,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	39,112.00	0.00	39,112.00	4.00%	1,564.48	0.00	40,676.00	40,676.00	480.00	0.00	0.00	0.00	0.00	41,156.00
0007	113	ACCOUNTANT	38,000.00	0.00	38,000.00	4.00%	1,520.00	0.00	39,520.00	0.00	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	4.00%	1,900.00	0.00	49,400.00	49,400.00	0.00	0.00	0.00	0.00	0.00	49,400.00
0009	113	ASST FIELD/OP DIR	36,243.00	0.00	36,243.00	4.00%	1,450.00	0.00	37,693.00	36,975.00	1,260.00	0.00	0.00	0.00	0.00	38,235.00
0010	113	HEAVY EQUIPMENT OPERATOR III	32,553.00	0.00	32,553.00	4.00%	1,302.12	0.00	33,855.00	33,855.00	600.00	0.00	0.00	0.00	0.00	34,455.00
0011	113	HEAVY EQUIPMENT OPERATOR III	31,749.00	0.00	31,749.00	4.00%	1,270.00	0.00	33,019.00	24,960.00	0.00	0.00	0.00	0.00	0.00	24,960.00
0012	113	HEAVY EQ OP III	31,749.00	0.00	31,749.00	4.00%	1,269.96	0.00	33,019.00	33,019.00	1,020.00	0.00	0.00	0.00	0.00	34,039.00
0013	113	HEAVY EQ OP III	31,749.00	0.00	31,749.00	4.00%	1,270.00	0.00	33,019.00	30,884.00	1,020.00	0.00	0.00	0.00	0.00	31,904.00
0014	113	MECHANIC III	31,816.00	0.00	31,816.00	4.00%	1,273.00	0.00	33,089.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	OFFICE COORDINATOR	29,094.00	0.00	29,094.00	4.00%	1,164.00	0.00	30,258.00	0.00	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	4.00%	1,092.00	0.00	28,384.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	MECHANIC II	27,111.00	0.00	27,111.00	4.00%	1,084.00	0.00	28,195.00	28,195.00	600.00	0.00	0.00	0.00	0.00	28,795.00
0018	113	A/P CLERK	27,093.00	0.00	27,093.00	4.00%	1,083.72	0.00	28,177.00	28,177.00	900.00	0.00	0.00	0.00	0.00	29,077.00
0019	113	INVENTORY CLK	26,729.00	0.00	26,729.00	4.00%	1,069.00	0.00	27,798.00	27,798.00	0.00	0.00	0.00	0.00	0.00	27,798.00
0020	113	CLERK/RECEPTIONIST	25,860.00	0.00	25,860.00	4.00%	1,034.00	0.00	26,894.00	26,894.00	480.00	0.00	0.00	0.00	0.00	26,894.00
0021	113	OFFICE CLERK	25,860.00	0.00	25,860.00	4.00%	1,034.00	0.00	26,894.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0022	113	TRCK DRVER III	25,782.00	0.00	25,782.00	4.00%	1,031.28	0.00	26,813.00	26,813.00	660.00	0.00	0.00	0.00	0.00	27,473.00
0023	113	TRCK DRVER III	25,514.00	0.00	25,514.00	4.00%	1,021.00	0.00	26,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0024	113	TRCK DRVER III	25,514.00	0.00	25,514.00	4.00%	1,021.00	0.00	26,535.00	0.00	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	4.00%	1,014.00	0.00	26,356.00	24,340.00	0.00	0.00	0.00	0.00	0.00	24,340.00

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0026	113	TRCK DRIVER I	24,572.00	0.00	24,572.00	4.07%	1,000.00	0.00	25,572.00	23,646.92	960.00	0.00	0.00	0.00	0.00	24,606.92
0027	113	TRCK DRIVER II	24,136.00	0.00	24,136.00	4.14%	1,000.00	0.00	25,136.00	25,136.00	0.00	0.00	0.00	0.00	0.00	25,136.00
0028	113	TRCK DRIVER II	24,016.00	0.00	24,016.00	4.16%	1,000.00	0.00	25,016.00	25,016.00	900.00	0.00	0.00	0.00	0.00	25,916.00
0029	113	TRCK DRIVER II	24,016.00	0.00	24,016.00	4.16%	1,000.00	0.00	25,016.00	23,748.00	420.00	0.00	0.00	0.00	0.00	24,168.00
0030	113	TRF SA/SPC III	23,991.00	0.00	23,991.00	4.17%	1,000.00	0.00	24,991.00	23,646.92	360.00	0.00	0.00	0.00	0.00	24,007.00
0031	113	HEAVY EQUIPMENT OPERATOR II	23,828.00	0.00	23,828.00	4.20%	1,000.00	0.00	24,828.00	0.00	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	4.20%	1,000.00	0.00	24,790.00	24,790.00	1,140.00	0.00	0.00	0.00	0.00	25,930.00
0033	113	MAINTENANCE I	23,265.00	0.00	23,265.00	4.30%	1,000.00	0.00	24,265.00	24,265.00	960.00	0.00	0.00	0.00	0.00	25,225.00
0034	113	TRUCK DRIVER II	23,059.00	0.00	23,059.00	4.34%	1,000.00	0.00	24,059.00	19,900.00	0.00	0.00	0.00	0.00	0.00	19,900.00
0035	113	MAINTENANCE II	22,204.00	0.00	22,204.00	4.50%	1,000.00	0.00	23,204.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0036	113	MAINTENANCE II	21,840.00	0.00	21,840.00	4.58%	1,000.00	0.00	22,840.00	0.00	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	4.68%	1,000.00	0.00	22,355.00	20,905.60	0.00	0.00	0.00	0.00	0.00	20,905.60
0038	113	MAINTENANCE I	20,753.00	0.00	20,753.00	4.82%	1,000.00	0.00	21,753.00	21,753.00	480.00	0.00	0.00	0.00	0.00	22,233.00
0039	113	MAINTENANCE I	20,753.00	0.00	20,753.00	4.82%	1,000.00	0.00	21,753.00	20,345.00	420.00	0.00	0.00	0.00	0.00	20,765.00
0040	113	MAINTENANCE I	20,338.00	0.00	20,338.00	4.92%	1,000.00	0.00	21,338.00	20,637.46	0.00	0.00	0.00	0.00	0.00	20,637.00
0041	113	MAINTENANCE I	19,984.00	0.00	19,984.00	5.00%	1,000.00	0.00	20,984.00	20,215.00	0.00	0.00	0.00	0.00	0.00	20,215.00
0042	113	MAINTENANCE I	19,984.00	0.00	19,984.00	5.00%	1,000.00	0.00	20,984.00	20,345.00	300.00	0.00	0.00	0.00	0.00	20,645.00
0043	113	MAINTENANCE I	19,703.00	0.00	19,703.00	5.08%	1,000.00	0.00	20,703.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0044	113	TRAF SA/SP 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
0045	113	TRAF SA/SP I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0055	114	OFFICE CLERK	9,360.00	0.00	9,360.00	4.00%	374.00	0.00	9,734.00	0.00	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	0.00%	0.00	0.00	21,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T046	121	MAINTENANCE	17,689.00	0.00	17,689.00	5.65%	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T047	121	MAINTENANCE	17,689.00	0.00	17,689.00	5.65%	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T048	121	MAINTENANCE	17,689.00	0.00	17,689.00	5.65%	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T051	121	MAINTENANCE	17,689.00	0.00	17,689.00	5.65%	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T052	121	MAINTENANCE	17,689.00	0.00	17,689.00	5.65%	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
++++ADD++++																
T053	121	MAINTENANCE I	0	19,760.00	19,760.00	0.00%	0	0	19,760.00	0	0	0	0	0	0	0
T054	121	MAINTENANCE I	0	19,760.00	19,760.00	0.00%	0	0	19,760.00	0	0	0	0	0	0	0
T055	121	MAINTENANCE I	0	19,760.00	19,760.00	0.00%	0	0	19,760.00	0	0	0	0	0	0	0
T056	121	MAINTENANCE I	0	19,760.00	19,760.00	0.00%	0	0	19,760.00	0	0	0	0	0	0	0

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Hidalgo County Precinct #2 / #122

DATE:
07/15/288

CURRENT POSITION TITLE:

SLOT. #:
122-008-0024
122-008-0025

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
Maintenance I

REQUEST FOR:

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

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

POSITION SALARY REQUEST: 19,760.00 X 2

Salary Amount: $ 0.00 (Current Budgeted Salary) $ = 39,520.00 (Proposed Budgeted Salary) $ 39,520.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 8-1212-452-00-122-008-113 OY

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Serves as general maintenance for the precinct. This is a responsible position that may involve minimal instruction.

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

sdfsdfsdf

See the attached 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	7/15/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg 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
PARKS

JOB TITLE: ~~Park~~ Maintenance I | FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 | CIVIL SERVICE STATUS: NON EXEMPT

SUMMARY

Serves as general maintenance for the Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of parks and other public facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains parks, swimming pool grounds, BBQ pits and playground equipment in park areas.
- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assist in cleaning equipment, hand tools, and truck.
- May perform minor repairs to the tools, equipment, and truck.
- Acts as groundkeeper, involving lawn care, trims, cuts and prunes trees and shrubbery on county property and parks, using lawn mower, weed trimmer and chainsaw. May apply pesticides as directed.
- Pull weeds, dig flowerbeds and plants, flowers, etc., using gardening tools.
- Cleans buildings and public restrooms, washes windows and empties trash cans, using brooms and cleaning supplies.
- Maintains and repairs wood parts of building, using carpenter tools.
- Assists in duties such as fence building, repair, and painting.
- Maintains and repairs county building plumbing and electrical systems, including replacing worn or defective parts such as switches or fuses.
- Replaces worn or damaged parts, such as hoses, wiring, and belts in machines and equipment, such as truck and riding lawnmowers.
- 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 GED;

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's insurance carrier.
- Training and certification in handling pesticides.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:
- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:
- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Hidalgo County Precinct #2 / #122

DATE:
07/15/2008

CURRENT POSITION TITLE:

SLOT. #:
122-008-T026

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
Lifeguard

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 0.00	$ ~~3,420.00~~ $9,880.00.	$ ~~3,420.00~~ $9,880.00
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Re

Position to be funded from one of the following:

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

☒ Other 8-1212-452-00-122-008-0-122

POSITION Type:

Full Time Employee Object 113	☐	Part Time Employee Object 114	☐		
Full Time Temporary Object 121	☐	Part Time Temporary Object 122	☒	$ ~~$3,420.00~~ $9.50/Hr × 360 Hrs	Enter hourly rate for temp. positions
				Hourly Rate * 2,080 hrs. per year = Annual Salary	

Approximate expenditure

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
		1:00 PM - 7:00 PM TUES - SUN	36	6 MONTHS FOR SLOT 10 WEEKS ACTUAL

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☐		

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

the lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility.

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

sdfsdfsdf

See the attached 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

	DEPARTMENT HEAD	7/15/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg 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
PARKS

JOB TITLE: ~~Swimming Pool~~ Lifeguard

FLSA STATUS: ~~N/A~~ NON-EXEMPT

DEPARTMENT: 122

CIVIL SERVICE STATUS: ~~N/A~~ EXEMPT

SUMMARY

This is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility. The lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains daily activity log sheets including daily attendance logs.
- Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets.
- May be required to attend training meetings from time to time and work extra work hours as deemed necessary.
- 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 GED;
- Red Cross or other appropriate certification as a Lifeguard.
- Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must possess a valid Red Cross or other appropriate agency certificate as a Lifeguard.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use pool cleaning equipment.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Knowledge of operational equipment associated with a public recreation facility.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move 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 encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, July 22, 2008 **Agenda Item:** AI-10166

Summary of request/proposal:

1. Precinct 2 is requesting the approval to create two (2) Maintenance I positions (slot # 0024 and #0025) for Precinct 2 Parks and to set salary at $19,760.00 each. Note the effective date of 7/22/08.

2. Precinct 2 is also requesting the approval to create one (1) temporary part-time Lifeguard position (slot # T026) for Precinct 2 Parks and to set salary at $9.50/hr (36 hrs/wk). Note the effective date of 7/22/08 and is not to exceed 6 months but is estimated to be employeed for 10 weeks.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1212	Maintenance I	0024	113	0.00	19,760.00	19,760.00
1212	Maintenance I	0025	113	0.00	19,760.00	19,760.00
1212	Lifeguard	T026	122	0.00	9,880.00	9,880.00
				0.00	49,400.00	49,400.00

Note: Estimated actual expenditure $9.50/hr (36 hrs/wk) X 10 weeks=$3,420.00

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	$17,648.24
8-1212-452-00-122-008-0-	122	PARKS PCT.2-	TEMP P/T EMPLOYEES	$4,412.06
8-1212-452-00-122-008-0-	211	PARKS PCT.2-	HEALTH INSURANCE	$3,718.99
8-1212-452-00-122-008-0-	212	PARKS PCT.2-	LIFE INSURANCE	$29.47
8-1212-452-00-122-008-0-	220	PARKS PCT.2-	FICA	$1,687.61
8-1212-452-00-122-008-0-	230	PARKS PCT.2-	RETIREMENT	$1,549.52
8-1212-452-00-122-008-0-	250	PARKS PCT.2-	UNEMPLOYMENT COMP	$110.30
8-1212-452-00-122-008-0-	260	PARKS PCT.2-	WORKER'S COMP	$1,197.87
			2008 Budgetary Impact	$30,354.06

2009 Budgetary Impact: $56,750.68

Possible Funding Sources: **To be funded from lapsed salary and fund balance.**

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

1212-452-00-122-008-0-
PARKS PCT.2

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0001	113	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
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
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
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
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
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
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
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
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
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
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
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
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
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
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
T021	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
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
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
++++ADD++++																
0024	113	MAINTENANCE I	0	19,760.00	19,760.00	0	0	0	19,760.00	0	0	0	0	0	0	0
0025	113	MAINTENANCE I	0	19,760.00	19,760.00	0	0	0	19,760.00	0	0	0	0	0	0	0
T026	122	LIFEGUARD	0	9,880.00	9,880.00	0	0	0	9,880.00	0	0	0	0	0	0	0

AI-10189 **19.A.**

BCAP

CC REGULAR

Date: 07/22/2008

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

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfer for Precinct #3 Colonia Access Program (1311) from El Paraiso (program 247) to Barney Groves (program 072) in the amount of $2557.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-XXX-0-733

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

BUDGETARY IMPACT:

From program 247 to program 072 in the amount of $2,557.00. Funding available for transfer as of 7/16/08.

Attachments

Link: BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 11:55 AM	APRV
2	Dale Kennan	Dale Kennan	07/16/2008 01:51 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Norma Ceballos Started On: 07/16/2008 11:08 AM

Final Approval Date: 07/18/2008

INTERDEPARTMENTAL TRANSFER

DATE: July 22, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1311-431-00-123-XXX-0-733

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-123-247-0-733	El Paraiso S/D Drainage	(2,557.00)
TO:		
8-1311-431-00-123-072-0-733	Barney Groves S/D Drainage	2,557.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Cover expected services. To award lowest bid.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-10190 **19.B.**

Texas Parks and Wildlife Status Reports
CC REGULAR

Date: 07/22/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of status report #2 and status report #3 to Texas Parks and Wildlife for the Anzalduas Boat Ramp Reconstruction Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1287-452-00-123-043-9-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 606313 has $5,926.03 available as of 7/16/08, for Phase 1 of the Anzalduas Boot Ramp Project.
PO# 606377 has $219,307.00 available as of 7/16/08, for the Anzalduas Boot Ramp Project.

Attachments

Link: quarterly status report #2
Link: quarterly status report #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 11:55 AM	APRV
2	Dale Kennan	Dale Kennan	07/16/2008 02:29 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Norma Ceballos — Started On: 07/16/2008 11:16 AM

Final Approval Date: 07/18/2008

For TPWD use only
Projects: _____
Fiscal: _____

For TPWD use only
FY Funded: _____
Exp: _____

Quarterly Status Report
Texas Local Park Grants

The following information must be submitted to maintain compliance with projects funded by Texas Parks and Wildlife Department. *Required fields are indicated with *.* Please refer any questions to the Recreation Grants Branch: (512) 389-8224 or rec.grants@tpwd.state.tx.us

Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name:
ANZALDUAS BOAT RAMP RECONTRUCTION

Project Number: F-183-B

Contact Name/Title: MONA PARA, PRECINCT THREE

Address: 724 N. BREYFOLGLE

City: MISSION State: TX Zip: 78574

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by (*if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group):
VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? [x] Yes [ ] No

* Reporting Quarter:

- [ ] January 1 – March 31
- [ ] April 1 – June 30
- [ ] July 1 – September 30
- [x] October 1 – December 31

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*.

Note: The narrative sections have unlimited space to fill in the needed information. The final view of the form for your project may be more than two pages.

Page 2 – Quarterly Status Report

I. Pre-construction documentation

* Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement, i.e., Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? ☒ Yes ☐ No

If **NO**, please provide an explanation.

II. Land negotiations/Construction status:

1. Have you submitted an appraisal to TPWD for review? ☒ N/A ☐ Yes ☐ No
2. If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? ☐ Yes ☐ No
3. Have you submitted plans and specifications to TPWD for review? ☒ Yes ☐ No
4. Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? ☐ Yes ☒ No
5. Has the Temporary Project Sign been installed? ☒ Yes ☐ No
6. If your plans have been approved by TPWD, have you completed the bid process for the project elements? ☒ Yes ☐ No
7. If you have completed items 1 through 4 above, is construction underway? ☒ Yes ☐ No

   Outline the construction progress of the project elements.

III. Meeting compliance deadlines and project expiration date:

1. What is the estimated project completion date? (Enter as MM/YYYY) 11/2008
2. Have you experienced any unforeseen delays? ☐ Yes ☒ No

   If **YES**, please explain.

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? ☐ Yes ☒ No

If **YES, the project sponsor must submit a signed request under separate cover.**

Please submit quarterly reports to rec.grants@tpwd.state.tx.us or mail to:

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

An electronic copy of this form can be found at
http://www.tpwd.state.tx.us/business/grants/trpa

For TPWD use only
Projects: _____
Fiscal: _____

For TPWD use only
FY Funded: _____
Exp: _____

Quarterly Status Report
Texas Local Park Grants

The following information must be submitted to maintain compliance with projects funded by Texas Parks and Wildlife Department. *Required fields are indicated with *.* Please refer any questions to the Recreation Grants Branch: (512) 389-8224 or rec.grants@tpwd.state.tx.us

Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name:
ANZALDUAS BOAT RAMP RECONTRUCTION

Project Number: F-183-B

Contact Name/Title: MONA PARA, PRECINCT THREE

Address: 724 N. BREYFOLGLE

City: MISSION State: TX Zip: 78574

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by (*if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group):
VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? [x] Yes [ ] No

* Reporting Quarter:

- [x] January 1 – March 31
- [ ] April 1 – June 30
- [ ] July 1 – September 30
- [ ] October 1 – December 31

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*.

Note: The narrative sections have unlimited space to fill in the needed information. The final view of the form for your project may be more than two pages.

Page 2 – Quarterly Status Report

I. Pre-construction documentation

* Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement, i.e., Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? ☒ Yes ☐ No

If **NO**, please provide an explanation.

II. Land negotiations/Construction status:

1. Have you submitted an appraisal to TPWD for review? ☒ N/A ☐ Yes ☐ No
2. If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? ☐ Yes ☐ No
3. Have you submitted plans and specifications to TPWD for review? ☒ Yes ☐ No
4. Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? ☐ Yes ☒ No
5. Has the Temporary Project Sign been installed? ☒ Yes ☐ No
6. If your plans have been approved by TPWD, have you completed the bid process for the project elements? ☒ Yes ☐ No
7. If you have completed items 1 through 4 above, is construction underway? ☒ Yes ☐ No

   Outline the construction progress of the project elements.

III. Meeting compliance deadlines and project expiration date:

1. What is the estimated project completion date? (Enter as MM/YYYY) 11/2008
2. Have you experienced any unforeseen delays? ☐ Yes ☒ No

   If **YES**, please explain.

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? ☐ Yes ☒ No

If **YES, the project sponsor must submit a signed request under separate cover.**

Please submit quarterly reports to rec.grants@tpwd.state.tx.us or mail to:

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

An electronic copy of this form can be found at
http://www.tpwd.state.tx.us/business/grants/trpa

AI-10239 **19.C.**

Budget Amendment
CC REGULAR

Date: 07/22/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 appropriation of funds into Precinct #3 Road & Bridge fund (1203) in the amount of $220,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2008 appropriation of funds in the amount of $220,000.00. Funds available for appropriation as of 7/18/08 $369,725.49.

Attachments

Link: Pct #3 BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 11:33 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/18/2008 09:21 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Norma Ceballos Started On: 07/17/2008 11:22 AM

Final Approval Date: 07/18/2008

DATE: July 22, 2008

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - R&B Fund (#1203)

ACCOUNT NUMBER: 8-1203-431-00-123-005-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
8 1203 431 00 123 005 0 626	P/U Rd Gasoline/Diesel	100,000.00
8 1203 431 00 123 005 0 681	P/U Rd Vehicle R&M Supplies	20,000.00
8 1203 431 00 123 005 0 734	Subd. Streets	100,000.00
	TOTAL BUDGET INCREASE -FUND 1100	220,000.00

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-10118 **20.A.5.**

Hidalgo County Wide-Prescription Drug Discount Card
CC REGULAR

Date: 07/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of sole response and contract document (contract document previously reviewed as to form by legal counsel on 07/08/08) for RFP NO: 2008-209-06-04-VYG-PRESCRIPTION DRUG DISCOUNT CARD Project for vendor, DataRx Management, Inc. meeting all requirements, scope of services, terms and conditions.

BACKGROUND

This project will be at "No Cost" to Hidalgo County.

Fiscal Impact

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

BUDGETARY IMPACT:

IT IS AT A "NO COST" TO HIDALGO COUNTY.

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: DATARX'S RESPONSE

Link: EVALUATION GRID

Link: C-08-209-07-22 Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2008 03:22 PM	APRV
2	Budget & Management	Veronica Lopez	07/15/2008 03:52 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/15/2008 04:11 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Vangie Garcia			Started On: 07/10/2008 10:44 AM	

Final Approval Date: 07/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JUNE 4, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Hidalgo County - Prescription Drug Discount Card Program**"
RFP NO: **2008-209-06-04-VYG (EXTENDED TO JUNE 18, 2008)**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. David Chapman email: dchapman@nuwazehealth.com	EMAIL FEDERAL EXP.	VANGIE Y. GARCIA	06/13/08	305 W. Woodard Street, Suite 218 Dennison, Texas 75020 (P) 903-465-0798
2. Lee's Pharmacy Danny Vela email: ddvela@aol.com	EMAIL VELOCITY	VANGIE Y. GARCIA	06/13/08	1901 S. 1ST. STREET MCALLEN, TEXAS 78503 (P) 956-686-3716
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (Extending to June 18, 2008)

PROPOSAL OPENING DATE: JUNE 4, 2008	**PROPOSAL OPENING TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: "PRESCRIPTION DRUG DISCOUNT CARD PROGRAM"

PROPOSAL NO: 2008-209-06-04-VYG	**BUYER II: VANGIE Y. GARCIA**

RFP #	NAME OF COMPANY	UNIT PROPOSAL	TOTAL PROPOSAL	ACKNOWLEDGMENT OF PROPOSAL
#1	DATA RX MANAGEMENT			√
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

Request for Proposal

"HIDALGO COUNTY – PRECRIPTION DRU DISCOUNT CARD PROGRAM"

RFP NO: 2008-209-06-04-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Data Rx Management, Inc.

Address: 305 West Woodard Street
Suite 220
Denison, TX 75020

By: Brian B. Vossler

Printed Name: Brian B. Vossler

Hidalgo County

Request for Proposal

Prescription Discount Card Questionnaire

1. Describe your concepts for the creation of and/or existing prescription drug discount card program. What are the key elements of the program? What services are provided as part of the program?

We provide a discount on all drugs with an 11 digit NDC number. We maintain eligibility for tracking patient's prescriptions. Our discount cards get the same level of adjudication as our healthcare plans. Also, with our discount card, we will keep the business within the local community.

2. Describe the method by which a local government would contract for these services?

A local government may contact us by phone, fax or email. Our toll free number is (888) 714-4422. Our fax number is (903) 465-0799. Our email is supports@data-rx.com.

3. Discuss what limits you would place on the program, especially as it pertains to size of entity services. For example, would you treat a county of 1,000 people differently than you would treat a county of 600,000 people?

There are no limits placed on the program. The size of the county doesn't change the way we treat the county when pertaining to our discount card.

4. Describe your pricing methodology.

Our pricing methodology provides fair and competitive prices for the consumer as well as the pharmacy and we strive to keep the business local.

5. What resources will you make available to Hidalgo County to assure the successful marketing and sale of this program to Hidalgo County?

We will use all the resources we have to help promote this program in Hidalgo County. We are backed by several local pharmacy groups that have pledged to not only support this program, but will help to get it up and running.

6. Identify and describe the day-to-day team you expect to work with Hidalgo County.

Our customer service department will be available 24-7 to assist with any problems that may arise. Our engineering and management staff will be available when necessary.

7. Discuss your proposed fee-sharing arrangement with Hidalgo County.

There are no fees for this program; this program is provided at no cost to the county.

8. What specific resources do you expect Hidalgo County to provide to this effort?

We expect the county to help promote and distribute the discount card.

9. Describe your firm/pharmaceutical(s) past efforts to involve minority- and women-owned business enterprises in your industry. Are you willing to work with W/MBE groups on this program?

We are willing to work with W/MBE on this program. We currently work with numerous minority and women owned enterprises, many of which are located locally in Hidalgo County.

10. Describe your firm/pharmaceutical(s) experience in working with local and national trade and professional associations with other Counties.

We currently work with Cameron County and Denton County providing Pharmacy Benefits Management services for their indigent healthcare programs. DataRx also does business in all 50 states and Puerto Rico.

11. Please outline any additional costs Hidalgo County might expect to pay outside your charges (e.g., reporting services fees, etc.). Will you provide tracking and data entry of card participants?

There are no fees for this program; this program is provided at no cost to the county. We will provide tracking and data entry of card participants.

12. Discuss your firm/pharmaceutical(s) capability with electronic communications, including processing claims over the internet.

DataRx currently processes over three million claims per month over the internet.

13. Provide a list of local government clients you have worked with on similar programs or services. A partial list is acceptable. Indicate whether Hidalgo County may contact these clients for reference purposes.

We currently work with Hidalgo County on the county indigent healthcare program. We also work with Cameron County on the county indigent healthcare program. You may contact these clients.

14. How do you propose to deal with existing clients if you are selected by Hidalgo County?

If we are selected by Hidalgo County it will have no bearing on our existing clients. We treat all of our clients with the utmost professionalism.

15. Please provide a timeline for startup of this service.

If DataRx is selected by Hidalgo County, we anticipate the shipment of prescription cards within 24 hours.

16. Provide your present licensing, bonding, and errors and omissions insurance status. Are you willing to accept specific limits as set by Hidalgo County? If not, what requirements would you consider reasonable for your industry?

See other attachments as part of this RFP. DataRx is willing to accept all reasonable specific limits as set by Hidalgo County.

17. Provide a sample marketing plan that would outline Hidalgo County/Firm/Pharmaceuticals(s) responsibilities specifically to direct mail, fax broadcast, collateral materials, etc.

Since anyone in Hidalgo County is eligible, the cards may be disseminated to anyone you choose. The local pharmacy network will be supporting and promoting this program as well. Additional marketing efforts may include radio and print public service announcements to the local media.

18. List major drug store chains and/or private pharmaceutical(s) networks that honor your card program.

Our card is honored by most major chains including Wal Mart, Walgreen's, CVS, Rite Aid, Target, HEB, Kroger's, and Albertsons to name a few. However, we would like to keep the network restricted to the local independent pharmacies. Most of the independent pharmacies in Hidalgo County accept our card.

19. Address issues of inclusion of firm/pharmaceutical(s) not currently in your network (i.e. do you have processes I place to ad non-participating firm/pharmaceutical(s) including local, privately owned firm/pharmacies).

We can add a non-participating pharmacy to our network in a matter of minutes.

20. Will you enter into Hidalgo County's term contract including fee guarantees?

Yes, we will enter into Hidalgo County's term contract. There are no fees for this program; this program is provided at no cost to the county.

21. What are your expected discounts for brand drugs?

Brands are discounted at an effective rate of 11-15% off of retail.

22. What are your expected discounts for generic drugs?

Generics are discounted at an effective rate of 30% off of retail.

23. What is your financial rating: Best S&P Duff Phelps?

24. Provide your most recent Corporate Annual Report.

DataRx is a privately held company. Specific financial data may be released upon request.

25. Do you provide discounts for the following prescription drugs:

Lorazepam – 0.5mg

Furosemide – 40mg

Lanoxin – 0.125mg

Prilose – 20mg

Zoloft – 50mg

APAPI – code#3

Atenolol – 50mg

Imdur – 60mg

Prozac – 20mg

Premarin – 0.625mg

Glucophage – 500mg

Metoprolol – 50mg

Kdur – 20mg EQ

Glyburide/Metformin HcL – 2.5/500mg

Diovan W/Hctz – 160/25mg

Simvastatin – 20mg

Uroxatral – 10mg

Yes, we provide discounts for all drugs that have an 11 digit NDC number.

26. Provide a sample pharmacy contract.

See attachment

27. What source of AWP do you use?

Medispan

28. How often do you update your system to AWP changes?

We update our pricing weekly.

29. Can you customize customer ID cards?

Yes. You can either design the card the way you want or solicit the help of our design team.

30. Do you offer incentives to pharmacist of participants to maximize generic dispensing?

Yes. The pharmacy's profit level is higher on generics.

31. Do you have a drug formulary rebate program?

Yes, but rebates are not applicable to discount cards.

32. Can you interact with nursing home pharmacies for retirees?

Yes.

33. Can you interact with prisons for dispensing to prisoners?

Yes.

34. How is eligibility maintained and verified?

Eligibility is maintained automatically. The patient is enrolled as a process of the first filled prescription.

35. Do you provide mail order?

We can, however, we prefer to keep the money local, with the independent pharmacies that can facilitate 90 day fills.



PHARMACY SERVICES AGREEMENT

This pharmacy agreement ("Agreement") shall be effective as _____ by and between the Data Rx, hereinafter "DRx", located at 305 W. Woodard St, Suite 220, Denison, TX 75020 and _____ Pharmacy, Inc. on behalf of itself and its affiliates providing services hereunder from time to time hereinafter PHARMACY, with corporate offices located at _____.

PHARMACY shall lawfully render such pharmacy services, to which the customer is entitled in accordance with this Agreement, the applicable plan specifications as communicated to PHARMACY via DRX's online claim adjudication system, and the applicable legal requirements.

PHARMACY shall assure DRX that all pharmacy services provided hereunder shall be performed by appropriately qualified and licensed personnel who shall exercise the degree of skill and knowledge normally possessed by members of the pharmacy profession. DRx reserves the right to perform annual reviews and evaluations of PHARMACY at DRx's expense.

PHARMACY is and shall maintain in good standing with all federal, state, and local licensing authorities as required by law. PHARMACY shall notify DRx in writing within 15 days of any suspension, revocation, or any material limitation taken by the State Board of Pharmacy or any other licensing authority that has jurisdiction over PHARMACY, which renders PHARMACY incapable of providing services under this Agreement.

PHARMACY shall transmit all prescription claims in a mutually agreeable standard version of the NCPDP within 30 days of the date of service. All claims will be handled electronically. No paper claims will be acceptable under this Agreement. PHARMACY shall be responsible for its own claims switching intermediary or processing fees charged by NDC, WebMD, or other claims switch intermediaries which PHARMACY may utilize.

Payment for services provided under this Agreement shall be made within 32 days of transmission of claim by PHARMACY. With payment, DRx shall provide to PHARMACY a detailed reconciliation of all transactions for the payment cycle, including all claims paid or fees withheld. DRx will reimburse PHARMACY at the rates set forth in Attachment A.

PHARMACY and DRx are independent entities. PHARMACY shall perform all services under this Agreement as an independent contractor and shall be free to exercise its own judgment on all questions of professional practice.

PHARMACY shall maintain all prescription records as required by law. All requests for Audit must be coordinated through the _____/pharmacy Third Party Audit Department at the Corporate Office. Subject to workload demands and upon thirty days prior notice, designated bona fide employees or agents of Payor, approved by _____, shall have access to and the right to inspect hard copy prescription records, patient medication profiles, and electronic point of sale records provided pursuant to this Agreement, as well as insurance and licensure records as reasonably required to confirm _____/pharmacy's obligations under this Agreement. Audits performed by agents of the Third Party Agency or external auditors, must adhere to _____ audit terms. Said notice shall include all specific audit requests, including Rx numbers to be audited. The scope and date of audit must be mutually agreed to by the Parties, and only prescriptions with dates of service of eighteen months or less or as defined by state law, whichever is less may be audited. Stores cannot be audited more frequently than every 18 months unless special circumstances warrant. Such additional audits will require approval from

_____. It is agreed that electronic evidence in the _____/pharmacy and dispensing and point of sale system are sufficient to establish proof of delivery. Electronic images of the script that are stored will be acceptable if the hard copy is not available or in lieu of hard copy as negotiated. Desk audits will not be considered unless specifically negotiated. Should there be a negotiation regarding desk audits, the scope, frequency, and timeframe of such audits must be mutually agreed to by the parties. _____ will charge a $5.00 fee per claim for claim copies for desk audits. Updates or changes made to Provider manuals will not supersede the audit language contained herein. All audit results and findings must be submitted to _____ corporate audit Department for next steps. Auditor shall promptly notify _____/pharmacy of any missing records or other negative findings and grant _____/pharmacy no less than 60 days following receipt of notice to locate the record prior to any adjustment being made. Recoupment shall not be made through the Remittance process but shall be paid through separate check paid by the _____ Audit Department. Agencies should not recoup the full amount of a claim when plan parameters were exceeded. Only the value in excess shall be recouped. _____ has the right to collect the value of the copay that the PBM recoups from the patient. Audit findings can not be extrapolated.

PHARMACY shall maintain insurance coverage of at least $1,000,000 per occurrence and $3,000,000 in aggregate. DRx shall not be liable for any claim, injury, demand or judgment arising out of the sale, compounding, or dispensing by the PHARAMCY of any prescription drug or service provided by the PHARMACY. Each party agrees to indemnify and hold the other harmless from any and all loss, expense, liability or damages including, without limitation, any judgment, award, settlement, or other costs or expenses sustained by either party as a result of any claim or cause of action.

Both parties mutually agree to maintain any and all information relating to this Agreement as confidential during the term of the Agreement and for at least two years following the termination of this Agreement.

This Agreement shall commence on the day of execution as set forth and shall remain in effect for two year. It shall automatically renew for additional one-year terms unless 60 day prior written notice by either party. With the exception of non-payment, either party may terminate this Agreement upon 30 days notice in the case of a breach of this Agreement and if such breach is not corrected within 30 days from the date of notice. PHARMACY may terminate this Agreement immediately in the event of non-payment by DRx within the timeframes set forth hereunder. Either party may terminate this Agreement without cause upon giving the other party 30 days written notice.

This Agreement may not be sold, transferred, or assigned without the prior written consent of both parties.

Any notice required to be given pursuant to this Agreement shall be in writing, postage prepaid, and shall be sent by certified or registered mail, return receipt requested, or by overnight delivery service providing proof of receipt, to the other party at its respective address as set forth below:

Data Rx Management, Inc.
Attn.: Joe Mengoni, Pharm D
305 W. Woodard #220
Denison, TX 75020

_____
Attn.: _____
_____
_____

Payments, rejections and account inquiries are to be directed to:

_____
_____
_____
_____

Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

This Agreement shall be governed by Texas law and any action to enforce any portion of this Agreement shall be heard in Grayson, County, Texas. Nothing in this Agreement shall prevent the use of Arbitration to resolve any disputes related to this Agreement as long as both parties agree.

This Agreement constitutes the entire Agreement between PHARMACY and DRx. This Agreement may not be amended unless in writing and signed by authorized representatives of both parties. Any prior agreements, promises, negotiations, or representations concerning the subject matter covered by this Agreement are of no force and effect.

In witness whereof, the undersigned hereby executes this Agreement as of the date and year set forth below:

Name of Pharmacy: __Please provide spreadsheet of locations.

Address:_____

Mailing Address: _____ Zip:_____

Telephone: _____ Fax: _____

Contact Person:

_____

PHARMACY Representative Signature Date

Contact Person for Data Rx/DRx: Joe Mengoni, 903-465-0798

_____

DRx Representative Signature Date
305 W. Woodard #220
Denison, TX 75020
903-465-0798



Attachment A
Pharmacy Reimbursement Rates

Unless otherwise agreed to by both parties by written amendment to this Agreement, PHARMACY shall be reimbursed for retail pharmacy services at the following network rates:

Open Network:

Brand Name products:
The lesser of AWP – 15 plus a $2.00 dispensing fee or the dispensing pharmacy's Usual and Customary retail charge.
Non-MAC Generics: The lesser of Average Wholesale Price (AWP) minus 25% plus a $2.00 dispensing fee or the dispensing pharmacy's Usual and Customary retail charge.
MAC Generics: The lesser of Maximum Allowable Cost (MAC) plus a $2.00 dispensing fee or the dispensing pharmacy's Usual and Customary retail charge.

AWP: Average Wholesale Price of a prescription drug or other pharmaceutical product on the date the order was dispensed by _____. The AWP may be stated by First Data Bank, Medispan, or any other mutually agreed upon nationally recognized source and updated weekly.

MAC: Maximum Allowable Cost as listed on the CMS /HCFA Federal Upper Limit list unless agreed in writing by both PHARMCY and DRx for a specific client.

DRx and PHARMACY acknowledge that reimbursement for Over the Counter (OTC) products is covered by this Agreement. The reimbursement for OTC's shall be 1.5 times the published AWP cost of the product dispensed.

PHARMACY will collect from the member the lowest of the Member's Copayment OR the PHARMACY Usual and Customary Retail Charge.

Insurance Requirement Acknowledgment

I, Brian B. Vossler, authorized representative for Data Rx,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ 1,000,000

Automobile Liability: $ N/A General Liability: $ 500,000

☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

6/16/08
Date

Notice to Proposer/Applicant:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PO BOX 73909, CEDAR RAPIDS IA 52407

POLICY NUMBER: 70305382

ACCOUNT NUMBER:3000138427 (2) COMMERCIAL PROPERTY
DIRECT BILL - 150

COMMERCIAL PROPERTY COVERAGE PART

ISSUE DATE 03-26-2008 DB1 REPLACEMENT OF 0506 70305382 DECLARATIONS RENEWAL EXTENSION

NAMED INSURED AND MAILING ADDRESS	DATA RX MANAGEMENT INC PO BOX 676 DENISON TX 75021-0676
AGENCY & CODE	834496 BAYLESS-HALL INSURANCE PO BOX 1229 DENISON TX 75021

POLICY PERIOD: 12:01 A.M. Standard time **FROM:** 04-30-2008 **TO:** 04-30-2009
And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

PREM/ BLDG	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	RATE	PREMIUM
*01 01	305 W WOODARD DENISON TX 75020 JOISTED MASONRY COMPUTER DESIGN			
	YOUR BUSINESS PERSONAL PROPERTY Basic Causes of Loss 2,500 Ded Replacement Cost 80% Coins 4% Inflation Guard	291,200 Ly 280,000	.441	1,284 Ly 1,234
	ADDITIONAL INTEREST - Loss Payable SYNERGY BANK SUITE 100 510 N VALLEY MILLS DR WACO TX 76710-6075			
*02 01	11830 WEBB CHAPEL RD DALLAS TX 75234 JOISTED MASONRY COMPUTER DESIGN			
	YOUR BUSINESS PERSONAL PROPERTY Basic Causes of Loss 2,500 Ded Replacement Cost 80% Coins 4% Inflation Guard	62,400 Ly 60,000	.373	233 Ly 224
	CONTINUED ON CP7002			

Grld addl int. Copy 4/1/08 p.n.

ABBREVIATIONS: BLDG=BUILDING COINS=COINSURANCE DED=DEDUCTIBLE INCL=INCLUDED PREM=PREMISES

Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
	SEE UW7002		

Other Forms SEE UW7002

AMEND REASON:

PREMIUM FOR THIS COVERAGE PART $ 1,547 Ly 1,458
Endorsement Adjustment Premium $

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policd period.

X
(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CP 70 01 12 92

AGENT COPY

03047410

Invoiced 06-20-07

GREAT AMERICAN.
INSURANCE COMPANIES
580 Walnut Street, Cincinnati, Ohio 45202

ExecPro℠ DECLARATIONS

for

Directors', Officers', Insured Entity and Employment Practices Liability Insurance

Insurance is afforded by the company indicated below: *(Each a capital stock corporation)*

☒ Great American Insurance Company ☐ Great American Insurance Company of New York

☐ Other

Note: The Insurance Company selected above shall herein be referred to as the **Insurer**.

Policy Number: DML5592789A Policy Form Number: D2100

Note: This is a claims made policy, please read it carefully. Amounts incurred as Costs of Defense shall reduce the Limit of Liability available to pay judgments or settlements and shall also be applied against the retention. This Policy does not provide for any duty by the **Insurer** to defend those insured under the Policy.

Item 1. **Corporation:** DATA RX MANAGEMENT, INC.

Mailing Address: P.O. BOX 676
DENISON, TX 75021

Attention: DAN CHAPMAN - PRESIDENT

Item 2. **Policy Period:** From: 06/10/2007 *(Month, Day, Year)* To: 06/10/2008 *(Month, Day, Year)*
(Both dates at 12:01 a.m. Standard Time at the address of the **Corporation** as stated in Item 1)

Item 3. Limit of Liability (Inclusive of **Costs of Defense**):

$ 1,000,000 Aggregate Limit of Liability for the **Policy Period**

Item 4. Retentions:

Insuring Agreement A:

Each Claim: $ 0

Insuring Agreements B and/or C:

Each Claim other than a Securities Claim or Employment Practices Claim: $ 15,000
Each Employment Practices Claim: $ 15,000
Each Securities Claim: $ 15,000

Item 5. Premium: (Prepaid) $ 7,500

Item 6. Endorsements Attached
D2400-1 D2520 D2704 D2704 D2704 D2705 D2709 D2712 D2712 D2712
D2713 D2749 D2876

Item 7. *Prior and Pending Date 06/10/2004*

Item 8. Notices: **Notice of Claim** shall be addressed to:
Great American Insurance Companies,
Executive Liability Division, Claims Department,
P.O. Box 66943, Chicago, Illinois 60666

All other notice shall be addressed to:
Great American Insurance Companies,
Executive Liability Division,
P.O. Box 66943, Chicago, Illinois 60666

These Declarations, along with the completed and signed Proposal Form and the ***Directors', Officers', Insured Entity and Employment Practices Liability Insurance Policy***, shall constitute the contract between the **Insured** and the **Insurer**.

Countersignature
Not Required
(Authorized Representative)

06/27/2007
(Countersignature Date)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

DRAFT

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

INSURERS AFFORDING COVERAGE

INSURER A:
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 LTR	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				EACH OCCURRENCE $
	CLAIMS MADE X OCCUR				FIRE DAMAGE (Any one fire) $
					MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE $
	POLICY PRO-JECT LOC				PRODUCTS-COMP/OP AGG $
A	AUTOMOBILE LIABILITY				
	X ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) $
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
	SCHEDULED AUTOS				
	X HIRED AUTOS				BODILY INJURY (Per accident) $
	X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $
					AGG $
A	EXCESS LIABILITY				
	X OCCUR CLAIMS MADE				EACH OCCURRENCE
					AGGREGATE
	DEDUCTIBLE				$
	X RETENTION $10000				$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC794511201			X WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT $
					E.L. DISEASE-EA EMPLOYEE $
	OTHER				E.L. DISEASE-POLICY LIMIT $

DRAFT

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

ADDITIONAL INSURED; INSR LTR LETTER

Hidalgo County
2802 S Closner Blvd.
Edinburg Tx 78539

DRAFT

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

© ACORD CORPORATION

EVALUATION/GRADING GRID
RFP NO: 2008-209-06-04-VYG
"PRESCRIPTION DRUG DISCOUNT CARD PROGRAM"

EVALUATION CRITERIA	RESPONDENT					
	STARR TELECOMMUNICATIONS					
	GRADERS					
	1	2	3	4	5	6
1) Company experience and longevity	10	10	15	15	8	14
2) Distribution (sales) system and capability	35	35	35	35	30	33
3) Written proposal	10	5	10	10	5	10
4. National coverage	20	20	20	20	15	19
5. Reporting system and flexibility	10	10	10	10	8	9
6. Track record in dealing with county/local govt.	10	10	10	10	8	10
TOTAL	95	90	100	100	74	95
AVERAGE	92					
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)						

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-209-07-22

THIS CONTRACT is made and entered into this **22nd** day of **July, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **DataRx Management, Inc.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Prescription Drug Discount Card"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal 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 proposal to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**.

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. Company agrees in performing the Services that it will use proper professional

standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, with the County's at its sole option to renew/extend for or up to an additional two (2) one (1) year term. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, Company shall not charge the County.

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	**DataRx Management, Inc.** **Attn: Brian B. Vossler, Dir of Sales/Marketing** **305 W. Woodard Street, Ste. 220** **Denison, Texas 75020**

13. In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, **2008.**

APPROVED BY COMMISSIONERS COURT ON: JULY 22, 2008

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

COMPANY: DataRx Management, Inc.

By:_____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS
(SCOPE OF SERVICES)

EXHIBIT A

"PRESCRIPTION DRUG DISCOUNT CARD PROGRAM"

RFP NO: 2008-209-06-04-VYG

SCOPE OF SERVICES:

- Hidalgo County is seeking proposals for the development of a program for "Hidalgo County" in order to provide a prescription drug discount card.

- Hidalgo County is seeking information and proposals from qualified national firms/pharmaceutical(s), to provide a fee-based prescription drug card that can be provided by Hidalgo County as a "Goodwill Benefit" to seniors and the uninsured as well as to county employees. As a part of this "Request For Proposal", there are a series of questions/requirements and specifications that any and all firms/pharmaceutical(s) are to respond, complete and comply to. Hidalgo County also encourages creativity and innovation. Consequently, Hidalgo County encourages firm/pharmaceutical(s) to provide additional information that will assist Hidalgo County in developing an excellent program at a competitive price. Each respondent is invited to submit information illustrating its qualifications, experience and capacity to deliver a discount prescription drug card program. Hidalgo County will also seek face-to-face meetings with each firm/pharmaceutical(s), both to confirm the qualifications of the firm/pharmaceutical(s) and to meet with the day-to-day team that will be working with Hidalgo County. Joint proposals or proposals that include sub-contracts for niche providers and minority- or women-owned enterprises are encouraged.

- Hidalgo County appreciates brevity and do not encourage firm/pharmaceutical(s) to provide substantial volumes of corporate reports or annual reports. Hidalgo County, however, encourage firm/pharmaceutical(s) to provide Hidalgo County with a list of existing local government clients.

- Describe your concepts for the creation of and/or existing prescription drug discount card program.

- What are the key elements of the program? What services are provided as part of the program?

- Describe the method by which a local government would contract for these services?

- Discuss what limits you would place on the program, especially as it pertains to size of entity services. For example, would you treat a county of 1,000 people differently than you would treat a county of 600,000 people?

- Describe your pricing methodology.

- What resources will you make available to Hidalgo County to assure the successful marketing and sale of this program to Hidalgo County.

- Identify and describe the day-to-day team you expect to work with Hidalgo County.

- Discuss your proposed fee-sharing arrangement with Hidalgo County.

- What specific resources do you expect Hidalgo County to provide to this effort?

- Describe your firm/pharmaceutical(s) past efforts to involve minority- and women-owned business enterprises in your industry. Are you willing to work with W/MBE groups on this program?

- Describe your firm/pharmaceutical(s) experience in working with local and national trade and professional associations with other Counties.

- Please outline any additional costs Hidalgo County might expect to pay outside your charges (e.g., reporting services fees, etc.). Will you provide tracking and data entry of card participants?

- Discuss your firm/pharmaceutical(s) capability with electronic communications, including processing claims over the Internet.

- Provide a list of local government clients you have worked with on similar programs or services. A partial list is acceptable. Indicate whether Hidalgo County may contact these clients for reference purposes.

- How do you propose to deal with existing clients if you are selected by Hidalgo County?

- Please provide a timeline for startup of this service.

- Provide your present licensing, bonding, and errors and omissions insurance status. Are you willing to accept specific limits as set by Hidalgo County? If not, what requirements would you consider reasonable for your industry?

- Provide a sample marketing plan that would outline Hidalgo County/Firm/Pharmaceutical(s) responsibilities specifically referring to direct mail, fax broadcast, collateral materials, etc.

- List major drug store chains and/or private pharmaceutical(s) networks that honor your card program.

- Address issues of inclusion of firm/pharmaceutical(s) not currently in your network (i.e. do you have processes in place to add non-participating firm/pharmaceutical(s) including local, privately owned firm/pharmacies).

- Will you enter into Hidalgo County's term contract including fee guarantees?

- What are your expected discounts for brand drugs?

- What are your expected discounts for generic drugs?

- What is your financial rating: Best S&P Duff Phelps?

- Provide your most recent Corporate Annual Report.

- Do you provide discounts for the following prescription drugs:
  Lorazepam – 0.5mg
  Furosemide – 40mg
  Lanoxin – 0.125mg
  Prilose – 20mg
  Zoloft – 50mg
  APAPI – code#3
  Atenolol – 50mg
  Trazodine – 50mg
  Imdur – 60mg
  Prozac – 20mg
  Premarin – 0.625mg
  Glucophage – 500mg
  Metoprolol – 50mg
  Kdur – 20mg EQ
  Glyburide/Metformin HcL – 2.5/500mg
  Diovan W/Hctz – 160/25mg
  Simvastatin – 20mg
  Uroxatral – 10mg

- Provide a sample pharmacy contract.

- What source of AWP do you use?

- How often do you update your system to AWP changes?

- Can you customize customer ID cards?

- Do you offer incentives to pharmacist or participants to maximize generic dispensing?
- Do you have a drug formulary drug rebate program?
- Can you interact with nursing home pharmacies for retirees?
- Can you interact with prisons for dispensing to prisoners?
- How is eligibility maintained and verified?
- Do you provide mail order?

Please inform Hidalgo County if something important from your perspective should be included.

EXHIBIT "B"

VENDOR'S PROPOSAL

THERE ARE NO FEES FOR THIS PROGRAM. PROJECT WILL BE AT NO COST TO THE COUNTY". PLEASE SEE EXHIBIT "A" AND ATTACHMENT "A" FOR FURTHER DETAILS.

ATTACHMENTS "A"

PRESCRIPTION DISCOUNT CARD PROGRAM
RESPONSES BY DATARX MANAGEMENT, INC.

1. Describe your concepts for the creation of and/or existing prescription drug discount card program. What are the key elements of the program? What services are provided as part of the program?

Response:

We provide a discount on all drugs with an 11 digits NDC number. We maintain eligibility for tracking patient's prescriptions. Our discount cards get the same level of adjudication as our healthcare plans. Also, with our discount card, we will keep the business within the local community.

2. Describe the method by which a local government would contact for these services?

Response:

A local government may contact us by phone, fax or email. Our toll free number is (888) 714-4422. Our fax number is (903) 465-0799. Our email is supports@data-rx.com.

3. Discuss what limits you would place on the program, especially as it pertains to size of entity services. For example , would you treat a county of 1,000 people differently than you would treat a county of 600,000 people?

Response:

There are no limits placed on the program. The size of the county doesn't change the way we treat the county when pertaining to our discount card.

4. Describe your pricing methodology.

Response:

Our pricing methodology provides fair and competitive prices for the consumer as well as the pharmacy and we strive to keep the business local.

5. What resources will you make available to Hidalgo County to assure the successful marketing and sale of this program to Hidalgo County?

Response:

We will use all the resources we have to help promote this program in Hidalgo County. We are backed by several local pharmacy groups that have pledged to not only

support this program, but will help to get it up and running.

6. Identify and describe the day-to-day team you expect to work with Hidalgo County.

Response:

Our customer service department will be available 24-7 to assist with any problems that may arise. Our engineering and management staff will be available when necessary.

7. Discuss your proposed fee-sharing arrangement with Hidalgo County.

Response:

There are no fees for this program; this program is provided at no cost to the county.

8. What specific resources do you expect Hidalgo County to provided to this effort?

Response:

We expect the County to help promote and distribute the discount card.

9. Describe your firm/pharmaceutical(s) past efforts to involve minority-and women-owned business enterprises in your industry. Are you willing to work with W/MBE groups on this program?

Response:

We are willing to work with W/MBE on this program. We currently work with numerous minority and women owned enterprises, many of which are located locally in Hidalgo County.

10. Describe your firm/pharmaceuticals(s) experience in working with local and national trade and professional associations with other Counties.

Response:

We currently work with Cameron County and Denton County providing Pharmacy Benefits Management services for their indigent healthcare programs. DataRx also does business in all 50 states and Puerto Rico.

11. Please outline any additional costs Hidalgo County might expect to pay outside your charges (e.g., reporting services fees, etc.). Will you provide tracking and data entry of card participants?

Responses\:

There are no fees for this program; this program is provided at no cost to the county. We will provide tracking and data entry of card participants.

12. Discuss your firm/pharmaceuticals(s) capability with electronic communications, including processing claims over the internet.

Response:

DataRx currently processes over three million claims per month over the internet.

13. Provide a list of local government clients you have worked with on similar programs or services. A particle list is acceptable. Indicate whether Hidalgo County may contact these clients for reference purposes.

Response:

We currently work with Hidalgo County on the county indigent healthcare program. We also work with Cameron County on the county indigent healthcare program. You may contact these clients.

14. How do you propose to deal with existing clients if you are selected by Hidalgo County?

Response:

If we are selected by Hidalgo County it will have no bearing on our existing clients. We treat all of our clients with the utmost professionalism.

15. Please provide a timeline for startup of this service.

Response:

If DataRx is selected by Hidalgo County, we anticipate the shipment of prescription cards within 24 hours.

16. Provide your present licensing, bonding, and errors and omissions insurance status. Are you willing to accept specific limits as set by Hidalgo County? If not, what requirements would you consider reasonable for your industry?

Response:

See other attachments as part of this RFP. DataRx is willing to accept all reasonable specific limits as set by Hidalgo County.

17. Provide a sample marketing plan that would outline Hidalgo County/Firm/Pharmaceuticals(s) responsibilities specifically to direct mail, fax, broadcast, collateral materials, etc.

Response:

Since anyone in Hidalgo County is eligible, the cards may be disseminated to anyone you choose. The local pharmacy network will be supporting and promoting this program as well. Additional marketing efforts may include radio and print public service

announcements to the local media.

18. List major drug store chains and/or private pharmaceuticals(s) networks that honor your card program.

Response:

Our card is honored by most major chains including Wal Mart, Walgreen's, CVS, Rit Aid, Target, HEB, Kroger's and Albertsons to name a few. However, we would like to keep the network restricted to the local independent pharmacies. Most of the independent pharmacies in Hidalgo County accept our card.

19. Address issues of inclusion of firm/pharmaceutical(s) not currently in your network (i.e. do you have processes I place to ad non-participating firm/pharmaceutical(s) including local, privately owned firm/pharmacies).

Response:

We can add a non-participating pharmacy to our network in a matter of minutes.

20. Will you enter into Hidalgo County's term contract including fee guarantees?

Response:

Yes, we will enter into Hidalgo County's term contract. There are no fees for this program; this program is provided at no cost to the county.

21. What are your expected discounts for brand drugs?

Response:

Brands are discounted at an effective rate of 11-15% off of retail.

22. What are your expected discounts for generic drugs?

Response:

Generics are discounted at an effective rate of 30% off retail.

23. What is your financial rating: bet S&P Duff Phelps?

Response:

24. Provide your most recent Corporate Annual Report.

Response:

DataRx is privately held company. Specific financial data may be release upon

request.

25. Do you provide discounts for the following prescription drugs:

Lorazepam-0.5mg

Furosemide-40mg

Lanoxim-0.125mg

Prilose-20mg

Zoloft-50mg

APAPI-code#3

Atenolol-50mg

Imdur-60mg

Prozac-20mg

Premarin-0.625mg

Glucophage-500mg

Metoprolol-50mg

Kdur-20mg EQ

Glyburide/Metformin HcL-2.5/500mg

Diovan W/Hctz-160/25mg

Simvastatin-20mg

Uroxatral-10mg

Response:

Yes, we provide discounts for all drugs that have an 11 digit NDC number.

26. Provide a sample pharmacy contract.

Response:

See attachment.

27. What source of AWP do you use?

Response:

Medispan

28. How often do you update your system to AWP changes?

Response:

We update our pricing weekly.

29. Can you customize customer ID cards?

Response:

Yes, but rebates are not applicable to discount cards.

30. Do you offer incentives to pharmacist of participants to maximize generic dispensing?

Response:

Yes. The pharmacy's profit level is higher on generics.

31. Do you have a drug formulary rebate program?

Response:

Yes, but rebates are not applicable to discount cards.

32. Can you interact with nursing home pharmacies for retirees?

Response:

Yes.

33. Can you interact with prisons for dispensing to prisoners?

Response:

Yes.

34. How is eligibility maintained and verified?

Response:

Eligibility is maintained automatically. The patient is enrolled as a process of the first filled prescription.

35. Do you provide mail order?

Response:

We can, however, we prefer to keep the money local, with the independent pharmacies that can facilitate 90 day fills.

AI-10151 **20.A.6.**

Hidalgo County-Invoice No. 11322676-L & G Engineering-C-07-400-11-06 CC REGULAR

Date: 07/22/2008
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 Request for Payment for Invoice No. 11322676 in the amount of $7,375.00 from L & G Consulting Engineers INC. d/b/a L & G Engineering in connection with Contract No. C-07-400-11-06 and Work Authorization No. 1 and Purchase Order # 597671 for the "Turnkey Solution for the Demolition and Removal of Structures & Below Ground Tanks and Related Equipment" (located at 201 and 217 North Closner Street, Edinburg, Texas).

BACKGROUND

Invoice No. 11322676 (final invoice)

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# 597671 has $7,375.00 available (as of 7/16/08) to pay pending invoice # 11322676 in the amount of $7,375.00,

Attachments

Link: Invoice No. 11322676-L & G Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2008 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	07/15/2008 04:19 PM	APRV
3	Dale Kennan	Dale Kennan	07/16/2008 08:51 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Letty Saenz Started On: 07/14/2008 12:00 PM

Final Approval Date: 07/18/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322676
INVOICE DATE: 06/30/08

BILL TO: 45
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 071501
Demolition/Removal
c/o County of Hidalgo

Contract# C-07-400-11-06 Account #7-1336-419-40-220-028-0-739

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2008.						
12020-Report Prep	2,000.00		2,000.00	2,000.00	100.0	
16360-Spec Document	3,500.00	3,500.00		3,500.00	100.0	
16400-Contract Mgmt	8,500.00	5,950.00	2,550.00	8,500.00	100.0	
32001-Const. Insp.	1,500.00	675.00	825.00	1,500.00	100.0	
32010-Const. Insp.	3,500.00	1,500.00	2,000.00	3,500.00	100.0	
TOTALS:	19,000.00	11,625.00	7,375.00	19,000.00	100.0	0.00

ORIGINAL CONTRACT SUM	$	19,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	19,000.00
TOTAL COMPLETED TO DATE	$	19,000.00
LESS PREVIOUS INVOICES	$	11,625.00
CURRENT PAYMENT DUE	$	7,375.00

PROJECT MANAGER'S SIGNATURE

HIDALGO COUNTY
DBM SAFETY DIVISION
2008 JUL 2 AM 8 38

L&G Engineering
Transportation Consultants

July 1, 2008

Roy Quintanilha
Hidalgo County Safety Director
2802 South Bus Highway 281
Edinburg, Tx 78539

RE: Demolition and Removal of Structures and Underground Storage Tanks

Dear Mr. Quintanilha:

Attached for your approval is our invoice for services rendered between April and June 2008. The following is attached:

- L & G's Invoice

The Scope of Work includes drafting of specifications, project supervision and all reporting requirements to federal, state and local agencies of a turnkey solution for the demolition and removal of structures and below ground tanks and related equipment located at 201 and 217 North Closner Street in Edinburg, Tx.

TASK		% COMPL
FC 120 –REPORT PREPARATION		
The report was prepared and delivered to your office on June 25, 2008. This task is complete.	L&G	100%
FC 163 – SPECIFICATIONS DOCUMENT		
This task is complete.	L&G	100%
FC 164 – CONTRACT MANAGEMENT		
L&G coordinated with the County to prepare change orders, cost proposals and provided progress letters. This task is complete.	L&G	100%
FC 320 – INSPECTION		
L&G provided oversight on the project construction. The construction of this project is complete.	L&G	100%

This is the final invoice on this project. Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Velma N. Garcia
Project Manager

Attachment

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Fax (956) 565-9018 • jacinto@lgengineers.com

AI-10158 **20.A.7.**

Appraiser and/or Surveyor Services for Statutory Requirements for Acquisitions/Dispositions or Others

CC REGULAR

Date: 07/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Nomination of at least three (3) firms from the County's approved "pools" of appraisers and surveyors for scoring/grading/evaluation for the purposes of ranking by Commissioners Court to engage the services required to meet statutory compliance in connection with anticipated/contemplated acquisitions of land/property, disposition of county-owned land/property or other circumstances/situations on an "as needed basis" per project/precinct:

Appraisers (5 firms in "pool")	Surveyors (9 firms in "pool")
1. _____;	1. _____;
2. _____ ;	2. _____;
3. _____;	3. _____;
4. _____;	4. _____;
5. _____;	5. _____;

B. After ranking and negotiation process, direction and approval of determining factors (i.e. number of properties, negotiated amount, other factor(s) on final form of engagement to proceed to render services:

1. Contract/engagement document with subsequent purchase order;
2. Purchase Orders only

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding would need to be identified on a per project basis.

Attachments

Link: pools

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/15/2008 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 08:05 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2008 08:42 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Marty Salazar Started On: 07/15/2008 10:15 AM

Final Approval Date: 07/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-001-06-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS **APPRAISERS**
#01	**HLH Appraisal Service** **Harvey L. Heerseen** **6107 Aberton Forest Drive** **Houston, Texas 77084** **Ph#(281) 855-7763 office** **Cell (281) 799-5652** **heerseen@sbcglobal.net**	√
#02	**Robinson, Duffy & Barnard, LLP.** **Bryan S. Duffy, MAI** **1906 East Tyler Avenue, Suite C** **Harlingen, Texas 78550** **Ph#(956)428-4480** **Fax#(956)428-4154** **bduffy@rdbllp.com**	√
#03	**Leonel Garza, Jr. & Associates, LLC.** **Leonel Garza, III, Owner** **1419 Dove, Suite 1** **McAllen, Tx 78504** **Ph.# (956) 687-7295** **Fax.# (956) 687-9236** **leonel3@aol.com**	√
#04	**Aguirre and Patterson, Inc.** **Joe Patterson, President** **3315 N. McColl Road** **McAllen, Texas 78501** **Ph#(956)686-4532** **Fax#(956) 686-6011** **patterson@bixrgv.rr.com**	√
#05	**Professional Appraisal Service, Inc.** **John H. Malcolm, Jr. - President** **PO Box 3722** **McAllen, Tx 78502** **Ph.# (956) 687-9535 Fax.# (956) 687-9539** **jmalcom@proappraisal.com**	√

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS SURVEYORS
#01	**Rio Delta Surveying** **Jose Mario Gonzalez, Land Surveyor - President** **8207 Mateo Escobar** **Monte Alto, Tx 78538** **Ph.# (956) 380-5154** **Fax.# (956) 380-5156** **jmgonzalezrpls@msn.com**	√
#02	**J E Saenz & Associates, Inc.** **Jose E. Saenz, President** **211 E. Wisconsin** **Edinburg, Tx 78539** **Ph.# (956) 383-2984** **Fax.# (956) 383-3736** **jacalifa@jesaenz.com**	√
#03	**Millennium Engineers Group, Inc.** **Raul Palma, President** **705 Dawson Drive** **Edinburg, Tx 78540-4569** **Ph.# (956) 383-8522** **Fax.# (956) 383-0295** **meg@meengineers.com**	√
#04	**R. Gutierrez Engineering Corp.** **Ramiro Gutierrez, P.E. President** **130 E. Park** **Pharr Tx 78577** **Ph.# 782-2557** **Fax#(956)782-2558** **office@rgutierrezengineering.com**	√
#05	**Rodriguez Engineering** **Leo L. Rodriguez, Jr** **5602 E. Iowa Rd. (PO Box 1830)** **Edinburg, Texas 78540** **Ph#(956)491-1013** **Fax#(956)380-2775** ATM1963@HOTMAIL.COM	√

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		SURVEYORS
#06	**Dos Land Surveying** **Eric Ybarra, President** **2811 E. Mile 9.5** **Donna, Texas 78537** **Ph#(956)246-0064** **Fax#(956)797-4630** **Dlsurveying@gmail.com**	√
#07	**Quintanilla, Headley & Associates** **Alfonso Quintanilla, President** **124 E. Stubbs St.,** **Edinburg, Tx 78539** **Ph.# (956) 381-6480** **Fax.# (956) 381-0527** **quintanillaheadley@sbcglobal.net**	√
#08	**Hinojosa Engineering, Inc** **Wilfredo Ricardo Hinojosa, Pres** **108 W. 18th Street** **Mission, Texas 78572** **Ph#(956) 581-0143** **Fax#(956)581-2074** **hinojosaenginc@aol.com**	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

RFQ ACCEPTANCE DATE: MARCH 05, 2008 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: EXPANSION Real Estate Surveyors

RFQ NO: 2008-076A-03-05-otm

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	CVQ LAND SURVEYORS LLC 517 BEAUMONT MCALLEN TX 78501	√	N/A
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

AI-10213 **20.A.8.**

Approval to re-advertise a request for Bids for: Hidalgo County-Paving Improvements(Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg

CC REGULAR

Date: 07/22/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to re-advertise as attached hereto for "Hidalgo County-Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX" in as much no bids were received. (Bid No. 2008-111A)

BACKGROUND

Specifications were approved by Commissioners' Court on June 6, 2008

Proposed Schedule of Events:
Advertisement:
1st 07-26-08
2nd 08-02-08

Bid Opening:
August 13, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $798,918.16 as of 7/17/08.

Attachments

Link: Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 12:53 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 01:13 PM	APRV
3	Dale Kennan	Dale Kennan	07/17/2008 01:36 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Moises Salazar

Started On: 07/16/2008 04:17 PM

Final Approval Date: 07/18/2008

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Bid No: 2008-111A-08-13-MSS	Buyer: MOISES SALAZAR	Tel. No: (956) 318-2626 ext 4863

REQUEST FOR BIDS

HIDALGO COUNTY-
"PAVING IMPROVEMENTS (CURB-GUTTER- SIDEWALKS-GREEN AREAS) AT 201-217 N. CLOSNER, EDINBURG, TX"

BID OPENING DATE:

AUGUST 13, 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 - Administration Building
Edinburg, Texas 78539

Form HCPD-03

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following bid information:

Bid #	**Bid Description**	**Opening Date:**
2008-111A-08-13-MSS	**Hidalgo County – Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg,TX"**	**July 2, 2008 @ 9:30 a.m.**

SEALED BIDS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Administration Building-2812 S. Business Hwy. 281, Edinburg, Texas 78539. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **Bid # 2008-111A-08-13-MSS-" Paving Improvements (Curb-Gutter- Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg,TX" Bids will be accepted until, 9:30 A.M., on Wednesday, August 13, 2008** at which time they will be opened and read aloud in the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID NUMBER/PROJECT.**

Pre-Bid Conference will be held on Monday August 04, 2008 at 2:00 pm at the office of: Quintanilla,Headley and Associates, Inc. 124 E. Stubbs, Edinburg, Texas 78539

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at Quintanilla, Headley and Associates, Inc., 124 E. Stubbs Street, Edinburg, TX 78539. Copies of the above documents may be obtained at the office of the Engineer in accordance with the Instruction to Bidders upon the deposit of $100.00 for each set of documents.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 22nd day of July, 2008.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: 2008-111A-08-13-MSS**

1. Sealed bids will be received for **"HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX"-** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2008-111A-08-13-MSS- HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX"-** and at County's Purchasing Department,with a physical address: 2802 S. Business 281 and mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 13, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2008-111A-08-13-MSS- HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX " .**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a). Name and address of successful bidder
  b). Name and address of receiving department or official
  c). Purchase Order Number (if any)

d). Notation - **" HIDALGO COUNTY –PAVING IMPROVEMENTS (CURB-GUTTER-SIDEWALKS-GREEN AREAS)AT 201-217 N. CLOSNER. EDINBURG,TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Buisness Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**August 13 ,2008**
Award of Contract	_____ , 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

A. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

B. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

C. . If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. . 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 therefore pending before any department or agency of the County.

. . 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20.Disclosure of Conflict of Interest

. . Effective January 1, 2006, Chapter 176 of the Texas Local Government
. Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

- Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
- **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. 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 day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"HIDALGO COUNTY –PAVING IMPROVEMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS) AT 201-217 N. CLOSNER. EDINBURG,TX "
BID NO.: 2008-111A-08-13-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-New Administration Building
Mailing/postal Address: 2802 S. Business Hwy 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

Amended 01/13/2006

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affilitation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is no: from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7

_____ _____

Signature of person doing business with the governmental entity Date

Amended 01/13/2006

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insuarence policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of the least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500.000.00) per occurance. Coverage should include injury to or death of persons and property damages claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I,_____ , authorized representative for ,_____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.**) OR**

✓ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I,_____ , possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* **Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____.

_____

_____ as Principal

_____and

_____ as Surety, are hereby

held and firmly bound unto _____

_____ as Owner in the penal sum of _____

_____for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors an assigns.

Signed, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

_____

_____

_____

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,

exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____

_____ (L.S.)
Principal

_____
Surety

SEAL By: _____

CONTRACT
CONSTRUCTION

This Agreement, entered into this ____ day of _____, **2008** by and between **Hidalgo County** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and _____ , (a corporation) of _____, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County: "HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX"

hereinafter called the project, for the sum of **(** **)** _____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.,** entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor: _____
[Signature]

Name of Firm: _____

Address: _____

Fed. I.D. #/S.S. #: _____

STATE OF TEXAS §

COUNTY OF HIDALGO§

This instrument was acknowledged before me on this the_____ day of _____, 2008,

by _____ of and on behalf of _____
(Title) (a corporation)

_____
Notary Public - Signature

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk

COUNTY OF HIDALGO

_____
Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

PROPOSAL

To: County of Hidalgo
2802 S.Business Hwy 281
Edinburg, Texas

Project: HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX
Bid No. 2008-111A-08-13-MSS

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the plant, materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

Item	Quantity	Unit	Description	Unit Cost	Total
I. Water Distribution System (City of Edinburg)					
1.	1	Ea.	Remove Exist Fire Hydrant	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
2.	1	Ea.	8” x 6” M. J. Tee	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
3.	1	Ea.	6” Valve and Box	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
4.	1	Ea.	Fire Hydrant	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents

Total Water Distribution System Improvements: **$** _____

II. Drainage Improvements

1.	52	L.F.	12 R.C.P.	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents
2.	20	L.F.	8" P.V.C.	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents
3.	1	Ea.	Type "C" Inlet	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents
4.	1.	Ea.	Tie Into Exist TxDot Inlet	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents
5.	200	C.Y.	Swale Areas Excavation	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents
6.	1.	L.S.	Erosion Control	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents
7.	30	L.F.	Cut & Repair Asphalt	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents
8.	2	E.A.	Concrete Headwalls	_____ ($ ____) Dollars & Cents	_____ ($ ____) Dollars & Cents

Total Drainage Improvements: **$** _____

III. Paving Improvements

1.	1,300	L.F.	Curb and Gutter	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
2.	200	L.F.	6.0' Valley Gutter	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
3.	5	Ea.	2.0' x 4.0' Concrete Spillways	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
4.	1	L.S.	Traffic Control	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents

Total Paving Improvements: **$** _____

Total Bid: $ $ _____

_____

Total In Words

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in **150** calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond ($_____) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

_____

Name of Firm

_____

Signature

_____

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §
§
County of Hidalgo §

_____, being first duly sworn, deposes and days that:

(1) He is _____, of _____

_____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid in genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

_____
(Title)

Subscribed and sworn to before me this ____
day of _____, 20_____.

_____

_____
(Title)

My Commission expires _____

BONDING AND INSURANCE REQUIREMENTS

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “Bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon, acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “Performance Bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “Payment Bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and

_____ hereinafter called the Surety(s),

as Surety(s), are held and firmly bound unto _____

_____ (hereinafter called the Oblige), in the amount of _____

_____ Dollars ($_____) for the payment whereof,

the said Payment and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____ day of _____, 200__, for the _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this, obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200__

ATTEST:	PRINCIPAL
(Principal) Secretary (Seal)	Signature
Witness as to Principal	Print/Type Name
Address	Address
ATTEST:	Surety
(Surety) Secretary (Seal)	Attorney-in-Fact (Signature)
Witness as to Surety	Print/Type Name
Address	Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County Drainage District Number One

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and

_____hereinafter call the Surety(s),

as Surety(s), are held and firmly bound unto _____

_____ (hereinafter called the Oblige), in the amount of _____

_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___ day of _____, 200__, for the _____

_____ Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200_

ATTEST:	PRINCIPAL
(Principal) Secretary (Seal)	Signature
Witness as to Principal	Print/Type Name
Address	Address
ATTEST:	Surety
(Surety) Secretary (Seal)	Attorney-in-Fact (Signature)
Witness as to Surety	Print/Type Name
Address	Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION

SEC. 1 - DEFINITIONS

(a) The Contract Documents shall consist of Advertisement for Bids or Notice to contractors. Instructions to Bidders, Form of Bid or Proposal, the signed Agreement, the General and Special conditions of contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of Agreement.

(b) The Owner, the Contractor and the Engineer/Architect are those named as such in the Agreement. They are treated throughout the contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this contract the word "Engineer"/"Architect" is used it shall be understood as referring to the Engineer/Architect of the Owner, acting personally or through assistants duly authorized in writing by the Engineer/Architect.

(d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the Contractor.

(e) The term "Subcontractor" shall mean anyone (other than the contractor) who furnishes at the site, under an Agreement with the contractor, labor, or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.

(f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended but was not shown on the Drawings or called for in the Specifications, or is desired by the Owner in addition to that work called for in the Drawings and Specifications.

(g) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the contract, Drawings, or Specifications.

SEC. 2 - COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer/ Architect will furnish to the Contractor, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

SEC. 3 - ORDER OF COMPLETION

The contractor shall submit, at such times as may be reasonably requested by the Engineer/Architect, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

SEC. 4 - OWNER OF DRAWINGS

All drawings, Specifications and copies thereof furnished by the Engineer/ Architect shall not be reused on other work and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work.

SEC. 5 - FAMILIARITY WITH WORK

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information is given, however, as being the best factual information available to the Owner. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract.

SEC. 6 - CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer/Architect shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Engineer/Architect may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 39 hereof

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 7 - MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

SEC. 8 - EMPLOYEES:

The Contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities shall be provided by the Contractor.

SEC. 9 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Owner has notified the Contractor prior to the signing of the contract that the particular process or product is patented or is believed to be patented.

SEC. 10 - SURVEYS

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 11 - PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer/ Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

SEC. 12 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, warning lights and signs and take all necessary precautions for the protection, and safety of the public. He shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer/Architect, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer/Architect. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

SEC. 13 - INSPECTION OF WORK

The Owner shall provide sufficient competent personnel, working under the supervision of a qualified Engineer/Architect, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Not with standing such inspection, the Contractor will be held responsible for the acceptability of the finished work.

The Engineer/Architect and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

If the Specifications, the Engineer's/Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer/Architect timely notice of its readiness for inspection, and if the inspected is by an authority other than the Engineer/Architect of the date fixed for such inspection. Inspections by the Engineer/Architect shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer/Architect, it must, if required by the Contractor's expense, unless the Engineer/Architect has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Engineer/Architect, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

SEC. 14 - SUPERINTENDENCE

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor, and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

SEC. 15 – DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer/Architect, in writing, and the Engineer/Architect shall promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

SEC. 16 - CHANGES IN THE WORK

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly.

All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer/Architect, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

The Contractor shall proceed with the work as changed and the value of any such extra work or change shall be determined as provided in the Agreement.

SEC. 17 - EXTENSION OF TIME

Extension of time stipulated in the Contract for completion of the Work will be made when changes in the work occur, as provided in Section 18; when the work is suspended as provided in Section 23; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, his Subcontractors or suppliers, and which were not the result of their fault or negligence.

Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or of his employees or by other contractors employed by the Owner, or by any delay in the furnishing of Drawings and necessary information by the Engineer/Architect, or by any other cause which in the opinion of the Engineer/Architect entitled the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or labor disputes.

The Contractor shall notify the Engineer/Architect promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim. The Engineer/Architect shall acknowledge receipt of the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 18 – CLAIMS

If the Contractor claims that any instructions by Drawings or other media issued after the date of the Contract involve extra cost under this Contract, he shall give the Engineer/Architect written notice thereof within __7__ days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

SEC. 19 - DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer/Architect deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, unless the Contractor elects to correct to work.

SEC. 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SEC. 21 - SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof by giving 1 days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner may reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, eligibility and amount of reimbursement to be determined by the Engineer/Architect.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within 20 days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5% of the value of the work so abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

SEC. 22 - THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of this creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the Contract, then the Owner, upon the certificate of the Engineer/Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days' written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer/Architect.

SEC. 23 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the contractor or of anyone employed by him, or if the Engineer/Architect should fail to issue any estimate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within seven days of its maturity and presentation any sum certified by the Engineer/Architect or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Engineer/Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or material plus reasonable profit and damages.

SEC. 24 - REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

SEC. 25 - RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the work. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the work (except for any part covered by partial acceptance as set forth in Sec. 28). He agrees to make no claims against the Owner for damages to the work from any cause except negligence or willful acts of the Owner, acts of an Enemy, acts of war or as provided in Sec. 32.

Existing Structure: The Contractor shall, at his own expense immediately make permanent repairs and restore to original condition any and all utility lines, irrigation lines, pipe lines, pavement, or structures that are to remain in place and damaged by the Contractor's equipment or workmen during the performance of work under this contract, or damaged as result of improperly executed work.

Traffic Areas, Driveways, Entrances: All traffic areas, driveways and entrances shall be restored to usable condition at the Contractor's expense as the work progresses. The Contractor shall make every effort to cooperate with the wishes of the individual property owners in providing access to private property along the site of the work.

Detours: The Contractor shall do such work as may be necessary to provide and maintain a detour adjacent to all road structures for public travel. The Contractor shall maintain the detours in such condition that the public can travel over same in comfort and safety, and shall at his own expense perform such work as may be required to keep said detours open to the public at all times. The Contractor shall cooperate with the Engineer/Architect in the regulation of traffic and shall so govern his work that when it becomes necessary to suspend construction for a considerable period of time, the roadways will be re-opened to public travel. Materials and equipment shall be stored and the work shall be so conducted as to obstruct public travel as little as possible, and in no case shall there be less than twenty (20) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with applicable traffic control devices in compliance with the Texas MUTCD.

Traffic Control Devices: When any section of the construction site is closed to traffic, the Contractor shall furnish and maintain at each end of the closed section and at all intersecting streets - roads - construction site within the section, standard barricades, adequate warning signs and directional signs. All lights shall be kept burning from sunset to sunrise. If at any time the barricades are not, in the opinion of the Engineer/Architect, sufficient to prevent traffic from entering the closed portions of the street-road- construction site, the Contractor shall provide and maintain watchmen at such points and for such periods of time as the Engineer/Architect may direct. When directed by the Engineer/Architect, the Contractor shall provide and maintain such standard barricades, signs, lights and flags within the closed portion of the street-road-construction site as may be necessary to protect the work and safeguard local traffic.

No direct compensation except as specifically provided in these specifications will be made to the Contractor for the work and material involved in constructing and maintaining detours and approaches; furnishing, installing and maintaining barricades, danger, warning, and necessary for the proper direction, safety, and convenience of traffic during the Contract period, as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

SEC. 26 - PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate referred to in Section 42 hereinafter, any portion of the permanent construction has been satisfactorily completed, an if the Engineer/Architect determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer/Architect shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor there from. The issuance of a certificate of partial completion shall not be constructed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this contract.

The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this contract or the performance bond. If any prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer/Architect may determine, unless otherwise provided.

SEC. 27 - PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The Owner, as a result of subsequently discovered evidence, may withhold or nullify the whole or part of any payment certificate to such extent as may be necessary to protect himself from loss caused by:

(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
(c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
(d) Damage to another contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for amounts withheld, because of them.

No money may be withheld under (b) and (c) above if a payment bond is included in the Contract.

SEC. 28 - CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors, and unless otherwise specified, the OWNER, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by him self or by any Subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required.

(a) Statutory Worker's Compensation.
(b) Contractor's Public Liability and Property Damage -

Bodily Injury:
each person _____ $_____
each occurance _____ $ 1,000,000
SEE INSTRUCTIONS TO BIDDERS
Property Damage:
each accident _____ $_____
aggregate _____ $ 1,000,000

SEC. 28 - CONTRACTOR'S INSURANCE Continued

(c) Automobile Public Liability and Property Damage -
Bodily Injury
each person _____ $ 300,000
each accident _____ $ 500,000
SEE INSTRUCTIONS TO BIDDERS
Property Damage
each accident _____ $ 100,000

All policies shall be for not less than the amounts set forth above or stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates and/or copies of policy of such insurance shall be filed with the Engineer/Architect, and shall be subject to his approval as to adequacy of protection, within the requirements of the Specifications. Said certificates of insurance shall contain a 10 days' written notice of cancellation in favor of the Owner.

SEC. 29 - SURETY BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the Owner may prescribe in the bidding documents and executed by one or more financially responsible sureties. If such bonds are required the premium shall be paid by the Contractor. The Owner may require additional bond if the contract is increased appreciably.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 30 – ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him or to become due to him hereunder, except to bank or financial institution acceptable to the Owner.

SEC. 31 - RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owner's or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer/Architect, to secure the completion of the various portions of the work in general harmony.

SEC. 32 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such work that render it unsuitable for such proper execution and results.

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer/Architect in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

SEC. 34 - ENGINEER'S/ARCHITECT'S STATUS

The Engineer/Architect shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

SEC. 35 - ENGINEER'S/ARCHITECT'S DECISIONS

The Engineer/Architect shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SEC. 36 - LAND FOR WORK

The Contractor shall provide as indicated on Drawings No. --N/A and not later than the date when needed by the Contractor the lands upon which the work under this Contract is to be done, right-of-ways for access to same, and such other lands which are designated on the Drawings for the use of the Con tractor. Such lands and right-of-ways shall be adequate for the performance of the Contract. Any delay in the furnishing of these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

SEC. 37 - LAND FOR WORK Continued.....

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of material.

SEC. 38 - CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste, materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Engineer/Architect will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's/Architect's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents as modified by any change orders agreed to by the parties so that the Owner can occupy the project for the use for which it was intended.

(b) Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Engineer/Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid, or otherwise satisfied, except that in case of disputed indebtedness or liens, if the Contract does not include a payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or lien which the Owner may be compelled to pay upon adjudication.

(c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within a one year guarantee period from date of acceptance, from the requirements of the Drawings and Specifications, or from the manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

(d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor's and the Engineer/Architect so certifies, the Owner shall, upon certificate of the Engineer/Architect, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of 6 per cent annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 40 - GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion.

The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other work resulting from such defects.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

SEC. 41 - SHOP DRAWINGS

The approval of (shop) drawings by the Engineer/Architect shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error which may exist as the contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

SEC. 42 - TESTING

All testing authorized by the Engineer/Architect that meets specification requirements will be paid for by the Owner; however, tests on materials that fail will be billed to and paid for by the Contractor.

SEC. 43 - PAYMENT SCHEDULE

Contractor to submit to the County, Certificate for Payment on or before the 1st of the month. County to reciprocate with payment on or before the 30th of the same month.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 44 - RETAINAGE

Contracts equaling a total amount of $400,000.00 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less then $400,000.00 will bear a retainage of ten (10) percent (%) on each partial disbursement.

SEC. 45 - OVERTIME

Time and one half will be paid for all hours worked in excess of forty (40) hours in one workweek.

SEC. 46 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The CONTRACTOR will indemnify and hold harmless the owner and the Engineer/Architect and their agents and employees from any and all claims, damages, losses and expenses, including attorneys fees such attorneys fees shall include the duty to defend, arising out of or resulting from the performance of the WORK, and provided that any such claims, damage, loss or expenses attributable to bodily injury, sickness, death or to any injury to destruction of tangible property, including the loss of use resulting therefrom, is caused in whole or in part by any negligent or willful act or admission of the CONTRACTOR, SUBCONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, and specifically this indemnification shall extend to any negligent act or admission of owner or owner's agents or employees relating thereto.

*** * * END OF SECTION * * ***

SPECIAL ITEM - PRICE OF MATERIALS AND STATE SALES TAX

In accordance with the Limited Sales Excise and Use Tax Act, Chapter 20, Title 122a, Taxation-General, R.C.S. Texas 1925 and amendment's thereto, all tangible personal property used in public works projects by any county, city, special district, or any other political subdivision of the State is exempt from State and City sales tax where applicable. However, in order to be entitled to this exemption, the contractor's bid as well as the contract between the owner and contractor must segregate and tangible personal property to be included in the project and to be included in the bid price. The amount to be filled in has reference to all of such materials and other tangible property actually incorporated into the final result of the work covered by the contract, all in accordance with the above law.

Tangible personal property means personal property which may be seen, weighed, measured, felt, or touched, or which is in any other manner perceptible to the senses.

After the award of the contract, the owner will upon written request from the contractor furnish the contractor with an exemption certificate from the Texas Limited Sales excise and Use Tax Act, including the local sales and use Tax Act in an amount not exceeding the bid price and the contract price for materials and other tangible personal property. Such written request must contain a statement to the effect that such materials or property have been or will be utilized in the performance of the contract to the full extent of the amount for which a Certificate of Exception is requested. The following forms are suggested for the contractor's request for Certificate of Exemption and the Exemption Certificate:

EXEMPTION CERTIFICATE

TEXAS LIMITED SALES, USE, AND EXCISE TAX

TO: County of Hidalgo **DATE:** _____

RE: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122a Revised Civil Statute of Texas, for the purchase of the tangible personal property described below or on the attached statement, which is made a part hereof and which will be used in connection with the subject contract between the undersigned and _____

_____

_____

Contractor for the following project:

Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The reason that the undersigned is claiming this exemption is that said materials and tangible personal property are to be purchased and will be used in a manner and for a purpose exempt by the terms of said Act from the payment of taxed in that the owner is a county, city, special district, or other political subdivision of the State of Texas, and that such materials and property will be used exclusively in the construction of a public facility by the owner.

The purchaser will be liable for payment of the limited sales and use tax if the purchaser uses the tangible personal property in some manner or for some other use than listed above and shall pay the tax based on the price paid for the tangible personal property.

The description of said property and the amount to be paid therefore are as follows:

(If there is not sufficient space to describe said property, use a separate attachment).

_____

Owner

REQUEST BY CONTRACTOR FOR CERTIFICATE OF

EXEMPTION FROM TEXAS LIMITED SALES, EXCISE

AND USE TAX

Date:_____

To: County of Hidalgo

Re: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner,Edinburg, Texas"

The undersigned contractor hereby requests a Certificate of Exemption from payment of taxes under Chapter 20, Title 122a, Revised Civil Statutes of Texas, in the amount of $_____, which is an amount not exceeding the contract price of all materials and other tangible personal property to be furnished in connection with the subject project.

The undersigned hereby represent that such materials and property have been or will be utilized in the performance of the contract to the contract to the full extent of the amount for which such Certificate of Exemption is requested.

_____

_____

Contractor

GENERAL CONSTRUCTION AND SPECIFICATIONS

INTENT OF PLANS AND SPECIFICATIONS:

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract and shall do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

FINAL CLEAN-UP:

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer/Architect. Grounds around any structure shall be dressed to final grade as shown on plans.

EXISTING STRUCTURES:

The plans show the locations of all known surface and sub-surface structures. However, the exact location of gas mains, water mains, conduits, sewers, etc., is unknown and the Owner assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as necessitates, or requires the building of special work, provision for which is not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

COORDINATION OF PROJECT:

The plans, these specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications and the Engineer/ Architect shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

COOPERATION OF CONTRACTOR

The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer/ Architect, his inspectors, and with other contractors in every way possible.

WAGES:

All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality. Minimum wage scale is also included in these specifications.

MATERIALS - GENERAL:

The materials shall be the best procurable, as required by the plans, specifications and special provisions. The Contractor shall not start delivery of materials until the Engineer/Architect has approved the source of supply. Only materials conforming to these specifications shall be used in the work and such materials shall be used only after approval has been given by the Engineer/Architect and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work.

MATERIAL STORAGE:

Any and all materials, such as cement, lime, mill work, or other materials or equipment subject to deterioration by exposure to weather or other factors, shall be stored in such a manner to protect them from deterioration or damage preceding the time they become a permanent part of final structures.

"OR EQUAL" CLAUSE:

Whenever a material, or article required is specified or shown on the plans by using the name of the proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the Engineer/Architect.

CONSTRUCTION JOINTS:

Construction joints are to be kept to a minimum number, but when necessary they shall be designated in the plans or upon the approval of the Engineer/Architect. When pouring is stopped, dowels and 6-inch dumbbell Servicized polyvinyl plastic waterstops are to be inserted. Construction joints in walls shall be horizontal, unless otherwise allowed by the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

WALL AND FLOOR OPENINGS:

Openings may be left in walls and floors while forms are being built, so that piping or wall sleeves may later be inserted in the openings when piping is put in place. Provision shall be made in these openings for concreting the piping and thimbles securely in place so that watertight joints will be secured.

All wall and floor openings are to be closed by general Contractor regardless of whether piping or fittings are furnished or installed by others.

PAINTING:

All exposed metal surfaces of every nature, such as pumps, piping, general equipment, window frames, valves, fittings, gratings, etc., shall receive one rust inhibitive primer coat followed by two coats of machinery enamel. Colors for enamel finish coats to be selected by Owner or Engineer/Architect.

All wood surfaces are to receive one primer coat and two coats of first grade outside oil paint. Colors to be selected by Owner or Engineer/ Architect.

Any specific structure, or portions of structure, which provides for occupancy or use by operations, or houses general equipment or supplies; whether structure is masonry or concrete; shall be painted inside and outside as directed by Engineer/Architect. An alkali resisting primer coat shall be first applied followed by two coats of first class oil paint especially prepared for concrete or masonry surfaces. Any questions regarding foregoing shall be clarified to his satisfaction by bidding Contractor before submitting a bid on project. Colors to be selected by Owner or Engineer/Architect.

HARDWARE:

All hardware must be strictly standard first grade, Contractor's choice, and approved by Engineer/Architect.

TELEPHONE CABLES:

Contractor shall notify Southwestern Bell Telephone Co. 24 hours in advance of work in the vicinity of buried telephone cables. No work shall be performed in vicinity of cable except in presence of telephone company representatives.

GAS LINES:

Contractor shall notify Rio Grande Valley Gas Co. 24 hours in advance or work in the vicinity of gas distribution lines and the proper transmission company in the case of transmission gas lines.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued..

RAILROAD CROSSINGS:

Construction methods and materials for railroad crossings shall be in strict compliance with railroad company requirements. No work shall be started on railroad crossings until properly coordinated with the roadmaster 48 hours prior to beginning work.

CANAL CROSSINGS:

Construction methods and materials for canal crossings shall be in strict compliance with water district requirements. No work shall be started on canal right-of-ways until properly coordinated with the water district.

WAGE DETERMINATION

GENERAL DECISION: **TX20070029** 02/09/2007 TX29

Date: February 9, 2007
General Decision Number: **TX20070029** 02/09/2007

Superseded General Decision Number: TX020030029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/09/2007

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator	$ 9.57	0.00
Asphalt paving machine operator	$ 9.73	0.00
Asphalt Raker	$ 7.50	0.00
Asphalt Shoveler	$ 9.35	0.00
Broom or Sweeper Operator	$ 7.55	0.00
Bulldozer operator	$ 9.28	0.00
Carpenter	$ 10.20	0.00
Concrete Finisher, Paving	$ 10.73	0.00
Concrete Finisher, Structures	$ 9.59	0.00
Concrete Rubber	$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 10.83	0.00
Flagger	$ 7.40	0.00
Form Builder/Form Setter, Structures	$ 9.16	0.00
Form Setter, Paving & Curb	$ 10.50	0.00
Foundation Drill Operator, Truck Mounted	$ 12.50	0.00
Front End Loader Operator	$ 8.61	0.00
Laborer, common	$ 7.69	0.00
Laborer, Utility	$ 9.05	0.00
Mechanic	$ 10.81	0.00
Motor Grader Operator, Fine Grade	$ 11.91	0.00
Motor Grader Operator, Rough	$ 11.27	0.00
Pipelayer	$ 8.44	0.00
Reinforcing Steel Setter	$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 8.00	0.00
Scraper Operator	$ 8.61	0.00
Servicer	$ 8.81	0.00

Tractor operator, Pneumatic	$ 8.50	0.00
Traveling Mixer Operator	$ 8.30	0.00
Truck driver, lowboy-Float	$ 10.82	0.00
Truck driver, Single Axle, Heavy	$ 9.43	0.00
Truck driver, Single Axle, Light	$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 8.01	0.00
Welder	$ 10.31	0.00
Work Zone Barricade Servicer	$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Technical Specifications

1. Concrete Gutter/Valley Gutter
2. Cast in Place Concrete
3. Concrete Pipe
4. Curb and Gutter
5. Driveway Repair
6. Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls and Miscellaneous Structures.

Concrete Gutter/Valley Gutter

1.1. Description:

Concrete Gutter shall consist of Portland Cement combined concrete gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specifications 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995.

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Cast-In-Place Concrete

Part I. General:

a. Cast-in-place concrete floors and foundations.
b. Floors and slabs on grade.
c. Control, and expansion and contraction joint devices associated with concrete work, including joint sealants.
d. Reinforcing steel bars, wire fabric and accessories.

Part 2. Products:

A. Concrete Materials/Reinforcing Steel:

1. Cement: ASTM C150, Type I - Normal and Type IA - Air Entraining.
2. Fine and Coarse Aggregates: ASTM C33.
3. Water: Clean and not detrimental to concrete.
4. Reinforcing Steel: ASTM A615, 60 ksi yield grade and welded steel fabric: ASTM A185 Plain Type, Plain finish.

B. Accessory Materials:

1. Bonding Agent: Polyvinyl Acetate.
2. Tie Wire: Minimum 16 gage annealed type.
3. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
4. Vapor Barrier: 6 mil thick fabric reinforced plastic film, type recommended for below grade application.

C. Joint Devices and Filler Materials

a. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
b. Construct Joint Devices: Integral galvanized steel formed to tongue and groove profile, knockout holes spaced at 6 inches. ribbed steel spikes with tongue to fit top screed edge.
c. Sealant and Primer: Type as specified in ASTM 1997 Specifications.

Part 3. Concrete Mix

a. Mix and deliver concrete in accordance with ASTM C94.
b. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
c. Provide Concrete to the following criteria:
    1. Compressive Strength (7 days): 2000 psi.
    2. Compressive Strength (28 days): 3000 psi.
    3. Slump: 1 to 4 inches.
    4. Minimum Cement Ratio: 5 sacks/yard.
d. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
e. Use of calcium chloride is prohibited.
f. Use set retarding admixtures during hot weather only when approved by Engineer.
g. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

Part 4. Examination

a. Verify requirements for concrete cover over reinforcement.
b. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

Part. 5. Placing Concrete

a. Place concrete in accordance with ACI 301.
b. Notify Engineer minimum of 24 hours prior to commencement of operations.
c. Ensure reinforcement, inserts, embedded parts, formed joint fillers, joint devices and other are not disturbed during concrete placement.
d. Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
e. Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material, lap over damaged areas minimum 6 inches and seal watertight.
f. Extend joint filler, where shown on the drawings, from bottom of slab to within 1/4 inch of finished slab surface.
g. Install joint devices in accordance with manufacturer's instructions.
h. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
I. Place concrete continuously between predetermined expansion control, and construction joints.
j Do not interrupt successive placement; do not permit cold joint to occur.
k. Place floor slabs in checkerboard pattern indicated.
l. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 feet.

Part 6. Concrete Finishing

a. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
b. Finish concrete floor surfaces in accordance with ACI 301.
c. Steel trowel surfaces which are scheduled to be exposed.
d. In areas with floor drains maintain floor elevation at edges; pitch surfaces uniformly to drain at 1/4 inch per foot nominal.

Part 7. Curing and Protection

a. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
b. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
c. Cure floor surfaces in accordance with ACI 308.
d. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days. Pond cure all slabs in water retaining structures.

Part 8. Field Quality Control

a. Field testing will be performed in accordance with ACI 301.
b. Provide free access to work and cooperate with appointed firm.
c. Submit proposed mix design of each class of concrete for review prior to commencement of work..
d. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
e. Three concrete test cylinders will be taken every 75 or less cubic yards of each class of concrete placed.

f. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
g. One slump test will be taken for each set of test cylinders taken.

Part 9. Patching

a. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
b. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
c. Patch imperfections as directed.

Part 10. Defective Concrete

a. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
b. Repair or replacement of defective concrete will be determined by the Engineer.
c. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

End of Section

Concrete Pipe

1.1. Description:

This item shall consist of concrete pipe of the types, classes, sizes and dimensions required on the plans, furnished and installed at such places as are designated on the plans and profiles, or by the Engineer in accordance with these specifications and in conformity with the lines and grades on the plans or as directed by the Engineer.

2.1. Materials:

1. **General:** The pipe shall be of the type, size and class called for on the plans or in the proposal, and shall be in accordance with the following appropriate requirements. When the plans or proposal permit a choice of pipe, the Contractor shall indicate in the bid the type of pipe proposed to be furnished.

2. **Non-Reinforced Concrete Pipe:** Non-Reinforced concrete pipe shall conform to the requirements of ASTM Specification C412; C14 or C118.

3. **Reinforced Concrete Pipe:** Reinforced concrete pipe shall conform to ASTM Specification C76.

4. **Mortar:** Mortar for pipe joints and connections to other structures shall be composed of one part by volume of Portland Cement and two parts of mortar sand. The Portland Cement shall conform to the requirements of ASTM Specifications C-150, type 1, the sand shall conform to the requirements of AASHTO Specification M-45. Hydrated lime may be added to the mixture of sand and cement in the amount equal to 15% of the weight of cement used.

5. **Rubber Joint Pipe:** Rubber joint pipe shall be of the bell and spigot type with the adjacent surfaces of the bell and spigot parallel to the axis of the pipe. The dimensions within a tolerance of 1/32 inch plus or minus. The annular space shall be properly designed to compress the rubber gasket to form a watertight seal when the joints are forced together.

6. **Rubber Gasket:** The rubber gasket shall be a round rubber ring seated in a shallow groove provided in the spigot to hole the ring in place.

3.1. Construction Methods:

1. **Equipment:** All equipment necessary, and required for the proper construction of pipe lines shall be on the project in first class working condition approved by the Engineer before construction is permitted to start. The Contractor shall provide hoisting equipment to handle the pipe in unloading and placing it in its final position without damage to the pipe.

   The Contractor shall provide for such hand tampers and pneumatic tampers to obtain the compaction of the pipe bed and the backfill as specified.

2. **Excavation:** The Contractor shall do all excavation to the depth shown on the plans. Excavated material not required or not acceptable for backfill shall be disposed of by the Contractor as directed by the Engineer. Excavation shall not be carried below the required depth; when this is done the trench shall be backfilled at the Contractor's expense with sand or other granular material approve by the Engineer and adequately compacted so as to provide a stable foundation for the pipe.

   When so directed by the Engineer, unstable soil shall be removed for the full width of the trench and replaced with sand or other approved granular material and shaped to form the bed for the pipe.

The depth of cut shown on the plans is to the invert of the pipe line.

The trench shall be excavated accurately to the established line and grade and the bed for the pipe shaped so that at least the lower 1/4 of the pipe shall be in continuous contact with the bottom of the trench.

Spaces for pipe bell shall be accurately excavated to size so that the barrel supports the entire weight of the pipe.

The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation, also as required for safety and to conform to governing laws.

The cost of bracing, sheathing and shoring and the removal of same shall be included in the price bid for pipe.

3. **Cradles and Casting:** When the Engineer finds the bottom of the trench to be an insufficient foundation for the pipe, he shall determine the location and dimensions of the necessary cradles to properly support the pipe. The design details for the cradles shall be shown on the plans.

4. **Laying and Installing Pipe:** The Contractor shall provide the necessary mason's lines and supports to insure installation of the pipe to line and grade, as staked by the Engineer. The Contractor's facilities for lowering the pipe into the trench shall be such that neither the pipe not the trench will be damaged or disturbed.

   The Engineer shall inspect all pipe before it is laid, and reject any section that is damaged by handling or is found to be defective to a degree which will materially affect the function and service of the pipe.

   The laying of the pipe in the finished trench shall be started at the lowest point and laid upgrade. When bell and spigot pipe is used the bell shall be laid upgrade. If tongue and groove pipe is used, the groove end shall be laid upgrade.

   The pipe shall be firmly and accurately set to line and grade so that the invert will be smooth and uniform. The pipe shall be protected from water during placing and until the mortar in the joints has thoroughly set.

   When placing concrete pipe constructed with elliptical reinforcing, the pipe shall be oriented in accordance with the manufacturer's markings of top or bottom.

   The upgrade end of pipe lines not terminating in a structure shall be plugged with a cap or plug approved by the Engineer.

   Pipe which is not true in alignment, or which shows any settlement after laying, shall be taken up and re-laid with extra compensation.

5. **Pipe Joints:** Mortar joints shall be made as follows.

   All pipe shall be carefully laid, bell or groove and upgrade, spigot or tongue and fully entered into the adjacent hub, with the inner surface of the abutting pipes flush and even and true to lines and grades given.

   The joints of the concrete pipe shall be caulked and filled with specified mortar. Joints of concrete pipe shall be thoroughly wet before making the joint. The lower portion of the bell or groove of the pipe in place and the upper portion of the spigot or tongue of the succeeding pipe shall be filled with mortar so

that when the spigot or tongue end is fully entered into the hub end, the mortar will be squeezed evenly into the joint. After the pipe is laid, mortar shall be added as required to completely fill the joint inside and out, wiped and finished smooth with the surface of the pipe. Particular care shall be taken that the joint inside is smooth and flush with the inside surface of the pipe. After the initial set, the mortar on the outside shall be protected from the air and sun with a cover of thoroughly wetted earth or burlap, or sheet plastic. Joints for irrigation pipe lines shall be banded on the outside.

Rubber joints shall be made as follows:

Round rubber ring gaskets shall be installed by forcing the spigot of each pipe section (with gasket in place) into the bell of the previously laid pipe with an approved pulling device that will force the sections together smoothly so that the gasket is properly seated and compressed. The bell spigot shall be lubricated with flax soap lubricant before the sections are forced together.

It shall be the prime requirement that the completed line have watertight joints throughout.

The method of pulling the joints together shall be such as to avoid disturbing the previously laid sections of pipe, or allowing the rubber gasket to loose compression.

6. **Open Joints:** Open joints for underdrains or subdrains shall be made by butting pipes tightly together without mortar. The top three-fourths of the joint shall be protected by covering with mortar or roofing felt or as specified by the plans.

7. **Backfilling:** All trenches and excavations shall be backfilled in a reasonable time after the pipes are installed therein unless other protection of the pipe is directed by the Engineer. Backfill material shall be approved by the Engineer. Backfill material containing stones or rocks exceeding three (3) inches in diameter shall not be used adjacent to the pipe or until the fill over the top of the pipe exceeds one (1) foot. Backfill material containing rocks three (3) inches in diameter or larger shall not be used in trenches under paved areas. Special care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

   The backfill shall be placed by hand in loose layers not to exceed six (6) inches in depth under and around the pipe and thoroughly compacted to the density of the surrounding earth until a cover of not less than twelve (12) inches over the pipe is attained. The remainder of the backfill may be placed by machine or other approved methods as follows.

8. **Under Paved Areas and Driveways:** The backfill shall be placed in loose layers not exceeding six (6) inches in depth and compacted to the density of the surrounding earth or in any case, not less than 90% density as determined by AASHTO Test Method T-99 up to a point nine (9) inches below subgrade surface.

   The top nine (9) inches of subgrade shall be compacted to 95% density.

9. **In Unpaved Areas:** Backfill shall be placed in layers and controlled moisture added when so directed and shall be compacted to that density which will prevent caving of trench walls and will prevent excessive settling of backfill. Backfill shall be shaped nearly in a mound over the immediate area of the trench to a height six (6) inches above normal ground so that when completely settled, the area of the trench will be level with normal ground. Where trenches are adjacent to curbs, pavement, walks or other structures, care shall be taken to obtain that compaction necessary to prevent cave-ins and subsequent damage to said curbs and structures.

   Tamping or flooding will be permitted in unpaved areas unless otherwise directed by the Engineer.

10. **Connections:** Where the plans call for connections to existing or proposed structures, these connections shall be watertight and so made that a smooth uniform flow line will be obtained throughout the drainage system.

11. **Cleaning and Restoration of Site:** After the backfill is completed, the Contractor shall immediately dispose of all surplus material dirt and rubbish from the site. The Contractor shall restore all disturbed areas to their original condition.

    After all work is completed, the Contractor shall remove all tools and other equipment used by him, leaving the entire site free, clear and in good condition.

    Performance of work described in this section shall not be paid for directly, but shall be considered as a subsidiary obligation of the Contractor, covered under contract unit price for pipe.

12. **Inspection:** Prior to final approval of the pipe line the Engineer, accompanied by the Contractor's representative, shall make a thorough inspection, by an appropriate method, of the entire installation. Any indication of defects in material or workmanship or obstruction to flow in the pipe shall be further investigated and corrected as necessary. Defects due to the Contractor's negligence shall be corrected by the Contractor without additional compensation, and as directed by the Engineer.

4.1. Method of Measurement:

The footage of pipe to be paid for shall be the number of linear feet of pipe in place to the depth specified, completed and approved, measured along the centerline of the pipe from end or inside face of structure, to end or inside face of structure, whichever is applicable. Depth shall be measured from the ground surface to the invert of the pipe. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe line being measured.

The volume of concrete for pipe cradles to be paid for shall be the number of cubic yards of concrete complete in place and accepted, determined from the dimensions shown on the plans, or as directed by the Engineer.

5.1. Method of Payment:

The footage of pipe, measured as provided under "Method of Measurement" shall be paid for at the contract unit price per linear foot for "Concrete Pipe" of several classes, types, sizes and depths, which price and payment shall constitute full compensation for furnishing, hauling and installing the pipe for common excavation; for backfill and compaction; for jointing; for connections to structures; and for all material, labor, equipment, tools and incidentals necessary to complete the pipe as shown on the plans, but shall not constitute payment for manholes, catch basins, inlets, cradles, inspection holes, or headwalls, the payment for which is provided for as separate items.

The cubic yards of concrete determined as provided under "Method of Measurement" shall be paid for at the contract unit price per cubic yard for "Concrete for Pipe Cradles", which price and payment shall constitute full compensation for concrete in-place including reinforcing when shown on the plans.

End of Section

Curb and Gutter

1.1. Description:

"Concrete Curb and Gutter" shall consist of Portland Cement combined concrete curb and gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specification 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete curb and gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Specifications for Driveway Repairs

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class “a” concrete meeting the requirement of the item “concrete for structures” or concrete as specified in the items of “concrete pavement” in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item “reinforcing steel”.

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway a but a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

End of Section

Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls & Miscellaneous Structures

1.1Description:

This item shall consist of manholes, catch basins, inlets, inspection holes, and miscellaneous drainage structures constructed of such materials and in accordance with these specifications at the locations and in conformity with the line, grade, and dimensions shown on the plans, or as required by the Engineer. These structures shall include the furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans. The structures shall provide for the collection of surface water with the exception of manholes and inspection holes which may be designed with closed covers.

2.1Materials:

a. Brick: The brick shall be grade MA brick as set out in A.A.S.H.T.O. Specification M-91.

b. Mortar: The mortar for brick masonry and similar work shall be composed of one part of Portland Cement and two parts of mortar sand by volume. The Portland Cement shall conform to the requirements of A.A.S.H.T.O. Specification M-85, Type II. The sand shall conform to the requirements of A.A.S.H.T.O. Specification M-45. The water shall be clean and free from injurious amount of sewage, oils, acid, strong alkalis, or vegetable matter.

c. Concrete: Plain and reinforced concrete used in structures, connections of pipes with structures, support of structures or frame, shall conform to the requirements for concrete as set out in "Structural Portland Cement Concrete".

d. Frame, Cover and Grate Castings: The castings shall conform to one of the following requirements:

- Gray iron castings shall meet not less than minimum A.A.S.H.T.O. Specification M-105.
- Malleable iron castings shall meet the requirements of A.A.S.H.T.O. Specifications.
- Steel castings shall meet the requirements of A.A.S.H.T.O. Specification M-103.
- All castings shall be true to form and dimensions, and shall be free from inclusions of foreign material, casting faults, injurious blow holes, cracks, sponginess, and other defects rendering them unsuitable.
- All castings shall conform to requirements as to type, size, dimensions and strength as specified on the plans.

The finished frame cover or grate shall have the bearing surfaces machined or ground so that there are no variations that will permit rocking or rattling, and the diameter of the cover or grate shall be such as to fit the frame without wedging.

e. Steel Grates and Frames: Steel for grates and frames shall conform to the requirements for structural steel of A.S.T.M. Designation A-36, A-283, A-663, and A-675 and shall be fabricated to the dimensions and spacings shown on the plans. After fabrication the grates and frames shall be galvanized to meet the requirements of A.A.S.H.T.O. Specification M-111 or A.S.T.M. Designation A-123.

Grates shall be designed to support the loadings specified.

Each grate and frame unit shall be provided with fastening units to prevent it from being dislodged by traffic but which will allow for easy removal for access to the structure.

3.1Construction Methods:

a. Unclassified Excavation:

1. The Contractor shall do all excavation for structures and structure footings to the lines and grades or elevations, as shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the Engineer may order in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation.

2. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

3. The Contractor shall do all bracing, sheathing or shoring necessary to perform and protect the excavation and the structure; also, as required for safety or to conform to government laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

4. Unless otherwise provided, bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in such a manner as not to disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

5. After each excavation is completed, the Contractor shall notify the Engineer to that effect; and concrete or reinforcing steel shall be placed after the Engineer has approved the depth of the excavation and the character of the foundation material.

b. Brick Structures:

1. Foundations: The foundation for all brick structures shall be placed after the foundation excavations is completed and accepted. The foundation shall be built to the correct elevation, in accordance with the plans and shall be finished to cause the least resistance to flow.

2. Laying Brick: All brick shall be thoroughly clean; the bed which is to receive the brick shall be thoroughly cleaned and wetted with water before place mortar thereon.

   All brick shall be laid in freshly made mortar composed of one part by volume Portland Cement and two parts by volume of sand with the possible addition of hydrated lime in an amount not to exceed fifteen (15) percent by volume of the cement used. The brick shall be laid in courses using the shoved-joint method so as to thoroughly bond them into the mortar and always with the joints completely filled with mortar. The brick shall be laid in a workmanship manner, and true to the

lines and grades indicated on the plans.

The arrangement of headers and stretchers shall be such as will thoroughly bond the masonry; and unless otherwise indicated, brick masonry shall be of alternate headers and stretchers with consecutive breaking joints. The courses shall be laid continuously with joints broken or alternating evenly with the joints in the preceding courses. The joints shall not be less than one-fourth (1/4) inch nor not more than one-half (1/2) inch in thickness. Face joints shall be neatly struck, using the weather joint. All shall be finished properly as the laying of brick progresses.

No spalls or bats shall be used except in shaping around irregular openings or connections or when unavoidable to finish out a course, in which case a full brick shall be used at the corner and the bat in the interior of the course.

In case any brick is moved, or a joint broken during laying, the brick shall be taken up, the mortar thoroughly cleaned from the brick, bed, and joints, and the brick re-laid in fresh mortar. In hot and dry weather, or when directed, the brick masonry shall be protected and kept moist for a period of at least forty-eight (48) hours after laying of brick.

Unless otherwise shown on the plans, the inside and outside surfaces of brick masonry shall be neatly plastered with mortar to a thickness of not less than one-half (1/2) inch, and the mortar shall be finished to a true and uniform surface. The mortar shall be protected and kept moist for forty-eight (48) hours after completion.

Brick masonry shall not be constructed in freezing weather or when bricks contain frost, except by written permission of the Engineer and subject to such conditions for protection against freezing.

c. Concrete Structures:

The structures shall be constructed of concrete, built on prepared foundations, conforming to the dimensions and form indicated on the plans. The construction shall conform to the methods, forms, mixture, placement, and curing, as specified in "Structural Portland Cement Concrete (Plain and Reinforced)". Any reinforcement required shall be of the kind, type, and size, and shall be furnished, located, spaced, bent, and fastened as indicated on the plans, it shall be approved by the Engineer before the concrete is poured.

All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The interior bottom shall be sloped downward toward the outlet.

d. Inlet and Outlet Pipes:

Inlet and outlet pipes shall extend through the walls of the structure for a sufficient distance beyond the outside surface to allow for connections, but shall be cut off flush with the wall on the inside surface unless otherwise directed. Concrete or brick and mortar shall be constructed around the pipes so as to prevent leakage and form a neat connection.

e. Placement and Treatment of Casting, Frames and Fittings:

All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are to be placed upon previously constructed masonry, the bearing surface of

masonry shall be brought true to line and grade and resent an even bearing surface in order that the entire face of back of the unit will come in contact with the masonry. The unit shall be set in mortar beds or anchored to the masonry, as indicated on the plans or as directed and approved by the Engineer. All units shall set firm and secure.

After frames or fittings have been set in final position, and the concrete or mortar has been allowed to harden for seven (7) days, the grates or covers shall be placed and fastened down.

f. Installation of Steps:

The steps shall be installed as indicated on the plans, or as directed by the Engineer. When the steps are to be set in concrete they shall be placed and secured in position before the concrete is poured. When the steps are installed in brick masonry they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After this period has elapsed, the steps shall be cleaned and painted, unless they have been galvanized.

g. Backfilling:

1. After a structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed eight (8) inches in loose depth, and compacted to the density specified. The fill shall be made to the elevation shown on the plans or as directed by the Engineer.

2. No backfilling shall be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission preferably shall not be given until the concrete has been in place fourteen (14) days, or until the tests made by the laboratory under the supervision of the Engineer, established that the concrete has attained sufficient strength to withstand any pressure created by the methods used and materials placed without damage or strain beyond a sage factor. Adequate provisions shall be made for thorough drainage.

3. Fill placed shall be deposited all around a structure at the same time and to approximately the same elevation. Special care shall be taken to prevent any wedging action against the structure, and all slopes bounding or within the areas to be backfilled will be stepped or serrated to prevent wedge action.

4. All backfill shall be compacted to a density equal to the adjoining undisturbed soil or as directed by the Engineer.

5. Backfill shall not be measured for direct payment. Performance of this work is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for the structure involved.

h. Cleaning and Restoration of Site:

1. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Where excavations are done in paved areas, whether gravel topping or hard surfaced, or other areas that may be specified by controlling agency, the backfilling shall be done by controlled moisture and tamping in six (6) inch layers and the pavement surface shall be restored to its original finish and in equal condition and quantities as found at the time of beginning of construction. The Contractor shall restore all disturbed areas to their original condition.

2. After all work is completed, the Contractor shall remove all tools and other equipment used by

him leaving the entire site free, clear, and in good condition.

3. Performance of the work described in this section is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for structure.

4.1Method of Measurement:

The number of manholes, catch basins, inlets, inspection holes, headwalls, etc. shall be counted for each type and size of structure listed as the number of units complete in place and accepted.

5.1. Basis of Payment:

The number of units of structures, determined as provided in "Measurement", shall be paid for at the contract price per each for "Manholes, Catch Basins, Inlets, Inspection Holes, Headwalls, etc." respectively, as called for in the bid schedule, which prices and payment shall constitute full compensation for furnishing all materials; for placing and finishing; for all connections to drainage pipe; for all excavation and hauling; for all backfilling; for furnishing, setting, anchoring any frame, grate, cover, or fitting necessary to complete structure; for finishing flow line; for placing steps; for plastering brick surfaces as required; and for all labor, equipment, tools, and incidentals necessary to complete the work.

End of Section

Type II Barricade

AI-10177 **20.A.9.**

Consulting Services for Improvements and Construction of County Morgue or Autopsy Facility
CC REGULAR

Date: 07/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Pursuant to a request from Hidalgo County Precinct No.1, presentation for discussion, consideration and approval to proceed to score, grade and evaluate the "pool of state and federal consultants" for the purposes of ranking by CC so as to negotiate and engage a consulting firm for the development of grants and proposals at the federal level for site improvements and construction of a County of Hidalgo Morgue; if applicable,
B. Discussion, consideration and action to establish and maintain the office of medical examiner pursuant to Article 49.25 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding would need to be identified for the consulting services if contract is not negotiated on a contingency basis. If grants or such funding do not result in awards and/or short falls would require identification of budget sources.

Attachments

Link: ART. 49.25 MEDICAL EXAMINERS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2008 04:03 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 04:09 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/17/2008 07:42 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Marty Salazar Started On: 07/15/2008 04:24 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 THROUGH JUNE 16, 2009

DEPARTMENT NAME: HIDALGO COUNTY

Proposal Acceptance Date: MAY 21, 2008	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL/QUALIFICATION: Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources

PROPOSAL/QUALIFICATIONS NO: 2008-103-05-21-VYG

RFP #	NAME OF COMPANY
#01	DOS LOGISTICS, INC.
#02	VAZALDUA & ASSOCIATES
#03	TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP
#04	HOLLIS, RUTHEDGE AND ASSOCIATES
#05	
#06	
#07	
#08	
#09	
#10	

(d) Except as provided by Subsection (e), the office of the attorney general shall make a report submitted under Subsection (a)(2) available to any interested person who submits a written request for access to the report.

(e) The office of the attorney general may deny a person access to a report or a portion of a report filed under Subsection (a)(2) if the office determines that the report or a portion of the report is:

(1) privileged from discovery; or

(2) exempt from required public disclosure under Chapter 552, Government Code.

(f) This article does not relieve a superintendent or general manager of an institution of the duty of making any other notification or report of an individual's death as required by law.

(g) For the purposes of this article, the definition of "institution" excludes hospitals.

Added by Acts 2003, 78th Leg., ch. 894, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 392, Sec. 1, eff. June 17, 2005.

SUBCHAPTER B. DUTIES PERFORMED BY MEDICAL[0] EXAMINERS[0]

Art. 49.25. MEDICAL[0] EXAMINERS[0].

Office authorized

Sec. 1. Subject to the provisions of this Act, the Commissioners Court of any county having a population of more than one million and not having a reputable medical[0] school as defined in Articles 4501 and 4503, Revised Civil Statutes of Texas, shall establish and maintain the office of medical[0] examiner[0], and the Commissioners Court of any county may establish and provide for the maintenance of the office of medical[0] examiner[0]. Population shall be according to the last preceding federal census[0].

Multi-county District; Joint Office

Sec. 1-a. (a) The commissioners courts of two or more counties may enter into an agreement to create a medical[0] examiners[0] district and to jointly operate and maintain the office of medical[0] examiner[0] of the district. The district must include the entire area of all counties involved. The counties within the district must, when taken together, form a continuous area.

(b) There may be only one medical[0] examiner[0] in a medical[0] examiners[0] district, although he may employ, within the district, necessary staff personnel. When a county becomes a part of a

medical[0] examiners[0] district, the effect is the same within the county as if the office of medical[0] examiner[0] had been established in that county alone. The district medical[0] examiner[0] has all the powers and duties within the district that a medical[0] examiner[0] who serves in a single county has within that county.

(c) The commissioners court of any county which has become a part of a medical[0] examiners[0] district may withdraw the county from the district, but twelve months' notice of withdrawal must be given to the commissioners courts of all other counties in the district.

Appointments and Qualifications

Sec. 2. The commissioners court shall appoint the medical[0] examiner[0], who shall serve at the pleasure of the commissioners court. No person shall be appointed medical[0] examiner[0] unless he is a physician licensed by the State Board of Medical[0] Examiners[0]. To the greatest extent possible, the medical[0] examiner[0] shall be appointed from persons having training and experience in pathology, toxicology, histology and other medico-legal sciences. The medical[0] examiner[0] shall devote so much of his time and energy as is necessary in the performance of the duties conferred by this Article.

Assistants

Sec. 3. The medical[0] examiner[0] may, subject to the approval of the commissioners court, employ such deputy examiners[0], scientific experts, trained technicians, officers and employees as may be necessary to the proper performance of the duties imposed by this Article upon the medical[0] examiner[0].

Salaries

Sec. 4. The commissioners court shall establish and pay the salaries and compensations of the medical[0] examiner[0] and his staff.

Offices

Sec. 5. The commissioners court shall provide the medical[0] examiner[0] and his staff with adequate office space and shall provide laboratory facilities or make arrangements for the use of existing laboratory facilities in the county, if so requested by the medical[0] examiner[0].

Death investigations

Sec. 6. (a) Any medical[0] examiner[0], or his duly authorized deputy, shall be authorized, and it shall be his duty, to hold inquests with or without a jury within his county, in the following cases:

1. When a person shall die within twenty-four hours after

admission to a hospital or institution or in prison or in jail;

2. When any person is killed; or from any cause dies an unnatural death, except under sentence of the law; or dies in the absence of one or more good witnesses;

3. When the body or a body part of a person is found, the cause or circumstances of death are unknown, and:

(A) the person is identified; or

(B) the person is unidentified;

4. When the circumstances of the death of any person are such as to lead to suspicion that he came to his death by unlawful means;

5. When any person commits suicide, or the circumstances of his death are such as to lead to suspicion that he committed suicide;

6. When a person dies without having been attended by a duly licensed and practicing physician, and the local health officer or registrar required to report the cause of death under Section 193.005, Health and Safety Code, does not know the cause of death. When the local health officer or registrar of vital statistics whose duty it is to certify the cause of death does not know the cause of death, he shall so notify the medical[0] examiner[0] of the county in which the death occurred and request an inquest;

7. When the person is a child who is younger than six years of age and the death is reported under Chapter 264, Family Code; and

8. When a person dies who has been attended immediately preceding his death by a duly licensed and practicing physician or physicians, and such physician or physicians are not certain as to the cause of death and are unable to certify with certainty the cause of death as required by Section 193.004, Health and Safety Code. In case of such uncertainty the attending physician or physicians, or the superintendent or general manager of the hospital or institution in which the deceased shall have died, shall so report to the medical[0] examiner[0] of the county in which the death occurred, and request an inquest.

(b) The inquests authorized and required by this Article shall be held by the medical[0] examiner[0] of the county in which the death occurred.

(c) In making such investigations and holding such inquests, the medical[0] examiner[0] or an authorized deputy may administer oaths and take affidavits. In the absence of next of kin or legal representatives of the deceased, the medical[0] examiner[0] or authorized deputy shall take charge of the body and all property found with it.

Organ Transplant Donors; Notice; Inquests

Sec. 6a. (a) When death occurs to an individual designated a prospective organ donor for transplantation by a licensed physician under circumstances requiring the medical[0] examiner[0] of the county in which death occurred, or the medical[0] examiner's[0] authorized deputy, to hold an inquest, the medical[0] examiner[0], or a member of his staff will be so notified by the administrative head of the facility in

which the transplantation is to be performed.

(b) When notified pursuant to Subsection (a) of this Section, the medical[0] examiner[0] or the medical[0] examiner's[0] deputy shall per an inquest on the deceased prospective organ donor.

Reports of Death

Sec. 7. (a) Any police officer, superintendent or general manager of an institution, physician, or private citizen who shall become aware of a death under any of the circumstances set out in Section 6(a) of this Article, shall immediately report such death to the office of the medical[0] examiner[0] or to the city or county police departments; any such report to a city or county police department shall be immediately transmitted to the office of the medical[0] examiner[0].

(b) A person investigating a death described by Subdivision 3(B) of Section 6(a) shall report the death to the missing children and missing persons information clearinghouse of the Department of Public Safety and the national crime information center not later than the 10th working day after the date the investigation began.

(c) A superintendent or general manager of an institution who reports a death under Subsection (a) must comply with the notice and reporting requirements of Article 49.24. The office of the attorney general has the same powers and duties provided the office under that article regarding the dissemination and investigation of the report.

Removal of Bodies

Sec. 8. When any death under circumstances set out in Section 6 shall have occurred, the body shall not be disturbed or removed from the position in which it is found by any person without authorization from the medical[0] examiner[0] or authorized deputy, except for the purpose of preserving such body from loss or destruction or maintaining the flow of traffic on a highway, railroad or airport.

Autopsy

Sec. 9. (a) If the cause of death shall be determined beyond a reasonable doubt as a result of the investigation, the medical[0] examiner[0] shall file a report thereof setting forth specifically the cause of death with the district attorney or criminal district attorney, or in a county in which there is no district attorney or criminal district attorney with the county attorney, of the county in which the death occurred. If in the opinion of the medical[0] examiner[0] an autopsy is necessary, or if such is requested by the district attorney or criminal district attorney, or county attorney where there is no district attorney or criminal district attorney, the autopsy shall be immediately performed by the medical[0] examiner[0]

or a duly authorized deputy. In those cases where a complete autopsy is deemed unnecessary by the medical[0] examiner[0] to ascertain the cause of death, the medical[0] examiner[0] may perform a limited autopsy involving the taking of blood samples or any other samples of body fluids, tissues or organs, in order to ascertain the cause of death or whether a crime has been committed. In the case of a body of a human being whose identity is unknown, the medical[0] examiner[0] may authorize such investigative and laboratory tests and processes as are required to determine its identity as well as the cause of death. In performing an autopsy the medical[0] examiner[0] or authorized deputy may use the facilities of any city or county hospital within the county or such other facilities as are made available. Upon completion of the autopsy, the medical[0] examiner[0] shall file a report setting forth the findings in detail with the office of the district attorney or criminal district attorney of the county, or if there is no district attorney or criminal district attorney, with the county attorney of the county.

(b) A medical[0] examination on an unidentified person shall include the following information to enable a timely and accurate identification of the person:

(1) all available fingerprints and palm prints;

(2) dental charts and radiographs (X-rays) of the person's teeth;

(3) frontal and lateral facial photographs with scale indicated;

(4) notation and photographs, with scale indicated, of a significant scar, mark, tattoo, or item of clothing or other personal effect found with or near the body;

(5) notation of antemortem medical[0] conditions;

(6) notation of observations pertinent to the estimation of time of death; and

(7) precise documentation of the location of burial of the remains.

(c) A medical[0] examination on an unidentified person may include the following information to enable a timely and accurate identification of the person:

(1) full body radiographs (X-rays); and

(2) hair specimens with roots.

Disinterments and Cremations

Sec. 10. When a body upon which an inquest ought to have been held has been interred, the medical[0] examiner[0] may cause it to be disinterred for the purpose of holding such inquest.

Before any body, upon which an inquest is authorized by the provisions of this Article, can be lawfully cremated, an autopsy shall be performed thereon as provided in this Article, or a certificate that no autopsy was necessary shall be furnished by the medical[0] examiner[0]. Before any dead body can be lawfully cremated, the owner or operator of the crematory shall demand and be furnished

with a certificate, signed by the medical[0] examiner[0] of the county in which the death occurred showing that an autopsy was performed on said body or that no autopsy thereon was necessary. It shall be the duty of the medical[0] examiner[0] to determine whether or not, from all the circumstances surrounding the death, an autopsy is necessary prior to issuing a certificate under the provisions of this section. No autopsy shall be required by the medical[0] examiner[0] as a prerequisite to cremation in case death is caused by the pestilential diseases of Asiatic cholera, bubonic plague, typhus fever, or smallpox. All certificates furnished to the owner or operator of a crematory by any medical[0] examiner[0], under the terms of this Article, shall be preserved by such owner or operator of such crematory for a period of two years from the date of the cremation of said body. A medical[0] examiner[0] is not required to perform an autopsy on the body of a deceased person whose death was caused by a communicable disease during a public health disaster.

Waiting Period Between Death and Cremation

Sec. 10a. The body of a deceased person shall not be cremated within 48 hours after the time of death as indicated on the regular death certificate, unless the death certificate indicates death was caused by the pestilential diseases of Asiatic cholera, bubonic plague, typhus fever, or smallpox, or unless the time requirement is waived in writing by the county medical[0] examiner[0] or, in counties not having a county medical[0] examiner[0], a justice of the peace. In a public health disaster, the commissioner of public health may designate other communicable diseases for which cremation within 48 hours of the time of death is authorized.

Disposal of Unidentified Body

Sec. 10b. If the body of a deceased person is unidentified, a person may not cremate or direct the cremation of the body under this article. If the body is buried, the investigating agency responsible for the burial shall record and maintain for not less than 10 years all information pertaining to the body and the location of burial.

Records

Sec. 11. The medical[0] examiner[0] shall keep full and complete records properly indexed, giving the name if known of every person whose death is investigated, the place where the body was found, the date, the cause and manner of death, and shall issue a death certificate. The full report and detailed findings of the autopsy, if any, shall be a part of the record. Copies of all records shall promptly be delivered to the proper district, county, or criminal district attorney in any case where further investigation is advisable. The records are subject to required public disclosure

in accordance with Chapter 552, Government Code, except that a photograph or x-ray of a body taken during an autopsy is excepted from required public disclosure in accordance with Chapter 552, Government Code, but is subject to disclosure:

(1) under a subpoena or authority of other law; or

(2) if the photograph or x-ray is of the body of a person who died while in the custody of law enforcement.

Transfer of Duties of Justice of Peace

Sec. 12. When the commissioners court of any county shall establish the office of medical[0] examiner[0], all powers and duties of justices of the peace in such county relating to the investigation of deaths and inquests shall vest in the office of the medical[0] examiner[0]. Any subsequent General Law pertaining to the duties of justices of the peace in death investigations and inquests shall apply to the medical[0] examiner[0] in such counties as to the extent not inconsistent with this Article, and all laws or parts of laws otherwise in conflict herewith are hereby declared to be inapplicable to this Article.

Use of Forensic Anthropologist

Sec. 13. On discovering the body or body part of a deceased person in the circumstances described by Subdivision 3(B) of Section 6(a), the medical[0] examiner[0] may request the aid of a forensic anthropologist in the examination of the body or body part. The forensic anthropologist must hold a doctoral degree in anthropology with an emphasis in physical anthropology. The forensic anthropologist shall attempt to establish whether the body or body part is of a human or animal, whether evidence of childbirth, injury, or disease exists, and the sex, race, age, stature, and physical anomalies of the body or body part. The forensic anthropologist may also attempt to establish the cause, manner, and time of death.

Penalty

Sec. 14. (a) A person commits an offense if the person knowingly violates this article.

(b) An offense under this section is a Class B misdemeanor.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722. Amended by Acts 1969, 61st Leg., p. 1033, ch. 336, Sec. 1, eff. May 27, 1969; Acts 1969, 61st Leg., p. 1619, ch. 500, Sec. 1, eff. June 10, 1969; Acts 1971, 62nd Leg., p. 1165, ch. 270, Sec. 1, eff. Aug. 30, 1971; Acts 1975, 64th Leg., p. 1826, ch. 562, Sec. 1, eff. Sept. 1, 1975.

Sec. 6a amended by Acts 1989, 71st Leg., ch. 1205, Sec. 1, eff. June 16, 1989; Sec. 1 amended by Acts 1991, 72nd Leg., ch. 597, Sec. 58,

eff. Sept. 1, 1991; Sec. 6, subds. 6, 7 amended by Acts 1991, 72nd Leg., ch. 14, Sec. 284(66), (67), eff. Sept. 1, 1991; Sec. 10 amended by Acts 1991, 72nd Leg., ch. 14, Sec. 284(69), eff. Sept. 1, 1991; Sec. 6 amended by Acts 1995, 74th Leg., ch. 255, Sec. 5, eff. Sept. 1, 1995; amended by Acts 1995, 74th Leg., ch. 878, Sec. 4, eff. Sept. 1, 1995; Secs. 6, 7, 9 amended by and Sec. 10b added by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 13 added by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 14 renumbered from Sec. 13 and amended by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 11 amended by Acts 1999, 76th Leg., ch. 607, Sec. 2, eff. Sept. 1, 1999; Sec. 6(a) amended by Acts 2003, 78th Leg., ch. 826, Sec. 6, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1295, Sec. 6; Sec. 7(a) amended by Acts 2003, 78th Leg., ch. 894, Sec. 3, eff. Sept. 1, 2003; Sec. 7(c) added by Acts 2003, 78th Leg., ch. 894, Sec. 3, eff. Sept. 1, 2003; Secs. 10, 10a amended by Acts 2003, 78th Leg., ch. 198, Sec. 2.191, eff. Sept. 1, 2003; Sec. 13 amended by Acts 2003, 78th Leg., ch. 826, Sec. 7, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1295, Sec. 7, eff. Sept. 1, 2003.

[Go To Last Hit][Go To Top of Document]

AI-10155 **20.A.10.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 07/22/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:
1. Department of Budget & Management
2. Buildings & Grounds
3. District Attorney's Office (deletion)
B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-14-115-001-0-682
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

DBM available balance is $2,500.00 as of 7/17/08.

FISCAL YEAR: **ACCT. #:** 8-1100-419-40-220-001-0-682
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

B&G available balance is $19,561.01 as of 7/17/08.

Attachments

Link: budget and management 07.15.08

Link: buildings and grounds 07.15.08

Link: da cancel 07.16.08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 11:20 AM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 11:33 AM	APRV
3	Dale Kennan	Dale Kennan	07/17/2008 01:30 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Yvette Islas Started On: 07/15/2008 09:20 AM

Final Approval Date: 07/18/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department: Department of Budget & Management
Billing Address: 2818 S. Bus. Hwy 281 Edinburg, TX 78541
Fuel Card Manager: Valde Guerra / Raul Silguero
This person can not have use of the fuel card
Phone Number: (956) 292-7025
County Email: angela.garcia@cohidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number: 8-1100-415-14-115-001-0-682
Requested By: Valde Guerra
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
103-8705	'08 Ford Expedition	1FMFU15598LA58803	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	Tomas	Salazar	00124		07-11-08
2	~~Monica~~	~~Badillo~~	~~044024~~		
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	BUILDINGS & GROUNDS
Billing Address:	P.O BOX 1356 EDINBURG,TX
Fuel Card Manager:	ALMA R.YBARRA
	This person can not have use of the fuel card
Phone Number:	956-289-7851
County Email:	ALMA.YBARRA@CO.HIDALGO.CO.TX
Web user Name:	**Password:** 8888
Hidalgo Co Acct Number:	8-1100-419-40-220-001-0-682
Requested By:	Daniel Flores
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	Santiago	Hernandez	165352	[illegible]	07-11-08
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** **X Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County District Attorney's Office
Billing Address:	100 N Closner, Room 303, Edinburg, TX 78539
Fuel Card Manager:	Homer Vasquez
	This person can not have use of the fuel card
Phone Number:	956-318-2300
County Email:	roy.cazares@da.co.hidalgo.tx.us
Web user Name:	rcazares **Password:** 1020
Hidalgo Co Acct Number:	8-1222-412-00-080-006-0-682
Requested By:	FOR RENE GUERRA
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
96DYH5	*2002 Chevy Avalanche*	*3GNEC13T02G158739*	

Received 01-16-08

AI-10238 **20.A.11.**

Request for Payment Application No. 2 for Enriquez Enterprises for Headstart Central Kitchen

CC REGULAR

Date: 07/22/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval of Request for Application No. 2 in the amount of $249,734.10 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Headstart Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-444-00-220-032-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO# 600547 available balance as of 7/18/08 $659,475.00. Funding available as of 7/18/08.

Attachments

Link: Payment No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 04:03 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 04:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/18/2008 09:51 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Rocio Villarreal Started On: 07/17/2008 11:18 AM

Final Approval Date: 07/18/2008

rofa
architects

rike
ogden
figueroa
allex

June 27, 2008

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy. 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment **#2** submitted by Enriquez Enterprises, Inc. in the amount of **$249,734.10.**
2. Statement of Surety Company for Review of Application for Payment **#2** dated June 25, 2008.
3. Subcontractor's Conditional Affidavit and Waiver of Lien from **Triple E. Concrete.**

If you have any questions please do not hesitate to call our office.

Sincerely,
Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

rofa
architects

rike
ogden
figueroa
allex

June 27, 2008

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Central Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment **#2** submitted by Enriquez Enterprises, Inc. in the amount of **$249,734.10.**

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER County of Hidalgo	PROJECT: Hidalgo County Headstart Central Kitchen	APPLICATION NO: Two	Distribution to:	
			[X]	OWNER
Edinburg, TX 78539		PERIOD TO: June 25, 2008	[X]	ARCHITECT
FROM CONTRACTOR:	VIA ARCHITECT Rike-Ogden-Figueroa Architects		[ ]	CONTRACTOR
Enriquez Enterprises, Inc.	1007 Walnut Ave.		[ ]	
P.O. Box 2999	McAllen, TX 78501	PROJECT NOS: Forty-Nine	[ ]	
Edinburg, TX 78540				
CONTRACT FOR:	General Construction	CONTRACT DATE: March 2008		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$722,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 722,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 325,403.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	16,270.15	
b. 5 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		16,270.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		309,132.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		59,398.75
8. CURRENT PAYMENT DUE		$249,734.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 412,867.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Enriquez Enterprises, Inc.

By: _____ Date: June 25, 2008

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 25 day of June
Notary Public: Esther E. Hernandez
My Commission expires: 4-19-2012

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 249,734.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Rike-Ogden-Figueroa Architects

By: _____ Date: 7-3-8

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Two
APPLICATION DATE: June 25, 2008
PERIOD TO: June 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Bonds & Insurance	$14,000.00	$14,000.00			$14,000.00	100.00%		$700.00
2	General Conditions	$15,300.00	$1,250.00	$2,500.00		$3,750.00	24.51%	$11,550.00	$187.50
3	Supervision	$24,000.00	$4,000.00	$8,000.00		$12,000.00	50.00%	$12,000.00	$600.00
4	Temporary Fence/Barricade	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Dumpster/Trash Removal	$6,000.00						$6,000.00	$0.00
6	Equipment Rental	$4,500.00						$4,500.00	$0.00
7	Progress Cleaning	$3,000.00						$3,000.00	$0.00
8	Field Engineering	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
9	Temporary Light	$2,500.00						$2,500.00	$0.00
10	Building Pad/Select Fill	$13,620.00	$13,620.00			$13,620.00	100.00%		$681.00
11	Utilities: Sewer	$16,155.00	$16,155.00			$16,155.00	100.00%		$807.75
12	Utilities: Water	$17,500.00						$17,500.00	$0.00
13	Utilities: Storm	$4,274.00		$4,274.00		$4,274.00	100.00%		$213.70
14	Asphalt Paving (Site Work)	$30,807.00	$7,000.00			$7,000.00	22.72%	$23,807.00	$350.00
15	Concrete Paving (Site Work)	$3,600.00						$3,600.00	$0.00
16	Concrete Curb & Gutter (Site Work)	$4,512.00						$4,512.00	$0.00
17	Final Grading & Swells	$2,500.00						$2,500.00	$0.00
18	Termite Control	$531.00		$531.00		$531.00	100.00%		$26.55
19	Concrete Foundation	$20,200.00		$20,200.00		$20,200.00	100.00%		$1,010.00
20	Reinforcing Steel: Foundation	$7,058.00		$7,058.00		$7,058.00	100.00%		$352.90
21	Concrete Pump	$1,500.00		$1,500.00		$1,500.00	100.00%		$75.00
22	Concrete Sidewalks (Site Work)	$6,920.00						$6,920.00	$0.00
23	Light Pole (Site Work)	$1,000.00						$1,000.00	$0.00
24	Masonry	$44,000.00		$44,000.00		$44,000.00	100.00%		$2,200.00
25	Reinforcing Steel: Masonry	$0.00							$0.00
26	Splash Blocks	$500.00						$500.00	$0.00
27	Structural Steel	$47,000.00		$47,000.00		$47,000.00	100.00%		$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	$800.00						$800.00	$0.00
29	Custom Cabinets	$1,500.00						$1,500.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Two
APPLICATION DATE: June 25, 2008
PERIOD TO: June 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
30	Dampproofing & Waterproofing	$9,200.00		$9,200.00		$9,200.00	100.00%		$460.00
31	Joint Sealers	$5,000.00		$5,000.00		$5,000.00	100.00%		$250.00
32	Hollow Metal Frames & Doors	$7,386.00		$7,386.00		$7,386.00	100.00%		$369.30
33	Wood Doors	$2,170.00						$2,170.00	$0.00
34	Finish Hardware	$8,450.00		$6,905.00		$6,905.00	81.72%	$1,545.00	$345.25
35	Installation of HMF, Doors, & Hardware	$6,000.00						$6,000.00	$0.00
36	Special Doors	$1,756.00						$1,756.00	$0.00
37	Installation of Special Door	$500.00						$500.00	$0.00
38	Glass & Glazing	$890.00						$890.00	$0.00
39	Gypsum Drywall	$5,600.00		$5,600.00		$5,600.00	100.00%		$280.00
40	Portland Cement Plaster	$7,800.00						$7,800.00	$0.00
41	Ceramic Tile Floor Finish	$2,850.00						$2,850.00	$0.00
42	Acoustical Ceilings	$12,600.00						$12,600.00	$0.00
43	Resilient Base	$2,400.00						$2,400.00	$0.00
44	Painting	$12,000.00						$12,000.00	$0.00
45	Epoxy Tile	$10,000.00						$10,000.00	$0.00
46	Lockers	$5,000.00						$5,000.00	$0.00
47	Identifying Devices	$602.00						$602.00	$0.00
48	Fire Extinguishers/Cabinets	$650.00						$650.00	$0.00
49	Toilet Accessories	$1,934.00		$1,934.00		$1,934.00	100.00%		$96.70
50	Installation of Specialty Items	$2,800.00						$2,800.00	$0.00
51	Food Service Equipment	$32,975.00						$32,975.00	$0.00
52	Mapes Canopies	$5,146.00		$5,146.00		$5,146.00	100.00%		$257.30
53	Plumbing	$71,361.00		$26,436.00		$26,436.00	37.05%	$44,925.00	$1,321.80
54	HVAC	$62,000.00		$36,000.00		$36,000.00	58.06%	$26,000.00	$1,800.00
55	Electrical	$81,400.00		$21,208.00		$21,208.00	26.05%	$60,192.00	$1,060.40
56	Permits	$3,000.00		$3,000.00		$3,000.00	100.00%		$150.00
57	Landscape Allowance	$6,000.00						$6,000.00	$0.00
58	Betterment Allowance	$12,000.00						$12,000.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Two
APPLICATION DATE: June 25, 2008
PERIOD TO: June 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
59	Final Clean-up	$1,470.00						$1,470.00	$0.00
60	Plumbing Allowance	$5,000.00						$5,000.00	$0.00
61	HVAC Allowance	$5,000.00						$5,000.00	$0.00
62	Electrical Allowance	$17,000.00						$17,000.00	$0.00
63	Contractor's Fee	$14,283.00						$14,283.00	$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$722,000.00	$62,525.00	$262,878.00		$325,403.00	45.07%	$396,597.00	$16,270.15

AFFIDAVIT AND PARTIAL WAIVER OF LIEN #2
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Headstart Central Kitchen

BEFORE ME, the undersigned authority, on this day personally appeared, **Gilbert Enriquez,** who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Enriquez Enterprises, Inc.** (the "General Contractor").

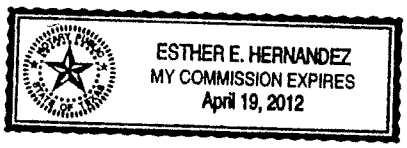
2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work.

EXECUTED this 25th day of June 2008

By:_____
Gilbert Enriquez, VP

Subscribed and Sworn to before me by the said Vice President of Enriquez Enterprises, Inc. this 25th day of June 2008, to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
The State of Texas

Esther E. Hernandez

My Commission Expires on: 4-19-2012

EXHIBIT THREE

SUBCONTRACTOR'S CONDITIONAL AFFIDAVIT AND WAIVER OF LIEN
X PARTIAL _ FINAL

THE STATE OF TEXAS } KNOW BY ALL MEN THESE PRESENTS:
COUNTY OF }

That the undersigned, **Triple E Concrete**, pursuant to contract(s) or agreement(s) with Enriquez Enterprises, Inc., has supplied labor, material and / or equipment for the construction of **Hidalgo County Headstart Central Kitchen**, (Project) located in **City of Mission, Hidalgo** County, Texas, for and in consideration of payment this date of $ 36,775.00, making the total accumulated amount paid to the undersigned $ 36,775.00, the receipt and sufficiency of which is hereby acknowledged, does hereby waive, release and discharge, jointly and severally, Enriquez Enterprises, Inc.; it's surety, I.C.W., and the Owner **County of Hidalgo**, ("the Released Parties"); of and from any and all claims, demands, liens, rights of lien and / or causes of action of any kind whatsoever of and for which the undersigned has or may have been entitled to assert against any of the Released Parties on account of materials, labor and / or equipment furnished to or in connection with the Project, including but not limited to any claims against that certain Contract Surety Performance and Payment Bond No. 0004775 issued by I.C.W. Group

TRIPLE E CONCRETE
Company Name

Signature

Date of Release

Eli E. Gonzalez Owner
Printed Name and Title

THE STATE OF TEXAS
COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared Eli Gonzalez, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was duly authorized and executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of June, 2008.
(SEAL)

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

Esther E Hernandez
Notary Public In and For Hidalgo
County, Texas

AI-10260 **20.A.12.**

Water Leak-Courthouse Basement (District Clerk's File Storage)
CC REGULAR

Date: 07/22/2008
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion and possible action (if needed) in connection with: Water leak and seepage at the Courthouse Basement (North wall -District Clerk Document Storage Area) which occured on or about the week of July 03 through the 11th, 2008, with the following options:
A. Request proposals from Job Order Contractors and/or Construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or inter-locals
B. Request authority to advertise a Request for Sealed Bids

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1332-421-00-120-004-0-452
FUNDS AVAILABLE Y/N?: PENDING **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending transfer on 07/22/2008 (AI 10262)

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Darlene Betancourt Started On: 07/18/2008 03:58 PM

Final Approval Date: 07/18/2008

AI-10217 **20.B.1.**

District Clerk request to procure and acquire Jury Software and Scanning/Imaging Services

CC REGULAR

Date: 07/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration and approval to:
A. purchase Jury Software from an awarded vendor through County's membership/participation with a state or other cooperative purchasing program awarded vendor; or in the alternative,
B. authority to advertise a Request for Proposals for: Jury Software including approval of the specifications/requirements as submitted by the District Clerk,
C. purchase/contract for Document Imaging/Scanning Services from an awarded vendor through County's membership/participation with a state or other cooperative purchasing program; or in the alternative,
D. authority to advertise a Request for Proposals for: Document Imaging/Scanning Services including approval of specifications as submitted by District Clerk;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 7-18-08 $66,610.30.

Attachments

Link: SCANNING /IMAGING SERVICES

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/17/2008 04:00 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 04:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/18/2008 07:24 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Marty Salazar

Started On: 07/16/2008 04:26 PM

Final Approval Date: 07/18/2008

LauraHinojosa
Hidalgo County
District Clerk

July 15, 2008

Mrs. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy Bus 281
Edinburg, Texas 78539

Dear Mrs. Salazar:

I am writing in regards to the attached Request for Proposal (RFP) dated June 2, 2008. I am hereby requesting the expeditious processing of the referenced jury software which is budgeted under object code 336, fiscal year 2008.

As you are aware, appropriated funds not utilized before the end of any given year for any given department are returned to the county's general fund for redistribution. Considering the project's significance to my office, in addition the time, work and effort associated in securing these funds, it is my objective to make use of object code 336 as approved by commissioner's court.

Thank you for your attention to this matter. I appreciate your consideration of my request and a report on the status at the earliest convenience. If you have any questions or require additional information, please contact my office at (956) 318-2200.

Respectfully,

Laura Hinojosa
Hidalgo County District Clerk

Attachment

Post Office Box 87
Edinburg, Texas 78540
Telephone (956) 318-2200
Fax (956) 318-2251
districtclerk@co.hidalgo.tx.us

LauraHinojosa
Hidalgo County
District Clerk

June 2, 2008

Mrs. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy Bus 281
Edinburg, Texas 78539

Dear Mrs. Salazar:

I am hereby requesting that your office initiate the *Request for Proposal* (RFP) process (if applicable) for the implementation of a **new jury software** and the employment of **record imaging services**. My office has recently been assessing the two to help identify the best service providers to help address our office needs. If you refer to the attached 2008 Budget you will notice that monies were specifically allotted in object code 336 in anticipation of these developments.

The district clerk's office implemented Jury 2000 Plus in 2002. Since then, however, more productive and efficient programs have emerged on to the market. In an effort to better serve our community and to ensure the overall success of our jury department, I have attached a list of system specifications that should be required for consideration.

In regards to scanning and imaging services, our office will require record management specialists who can help us meet the challenge of digitizing records in the most accurate and efficient manner. The district clerk's office began scanning documents in-house in 1996. Hence, it is our objective to commence this initiative by scanning records for the last ten (10) years prior to 1996. Contractors must assess our specific needs and create a plan to digitize, store, access, and protect our records, with a customized solution that meets our budget and timeline. A list of specifications required by potential contractors has also been attached for your review.

Thank you for your attention to this matter. I appreciate your consideration of my request and a report on the status at the earliest convenience. If you have any questions or require additional information, please contact my office at (956) 318-2200.

Respectfully,

Laura Hinojosa
Hidalgo County District Clerk

Enclosure

Post Office Box 87
Edinburg, Texas 78540
Telephone (956) 318-2200
Fax (956) 318-2251
districtclerk@co.hidalgo.tx.us

JURY SOFTWARE SPECIFICATIONS

- **Adaptable to Court's environment**
  The system allows the local administrator(s) to define and maintain:
  - Users' access rights
  - All local court information
  - Summons and service schedules
  - Service end and schedule change parameter including desired juror notices
  - Payroll policy parameters, fee codes and processing preferences

- **Process juror source lists**
  - Eliminate duplicates among multiple source lists
  - Generate and process a suppression file of jurors previously marked for exclusion such as deceased, recently served or other local set criteria
  - Random selection at all stages of processing

- **Produce summons**
  - Users define jury reporting parameters and summons criteria
  - Jurors may be summoned from specified areas of the local jurisdiction to serve in limited jurisdiction court.
  - Summons processing can be done in-house or through an outside vendor.

- **Manage groups of jurors**
  - Jurors can be moved in (locally defined) groups to new dates and/or new locations.
  - Jurors can be service ended in defined groups

- **Process 1-step and 2-step questionnaires**
  - Scanning capability allows rapid processing of juror information
  - Data capture and demographic reporting is defined and developed per local requirements from questionnaires.

- **Maintain juror information**
  - Juror activity details and history records display
  - Manually adding jurors possible
  - Efficient search capability
  - Rapid updating and easy transactions for information processing
  - Barcode scanning capabilities throughout juror information processing
  - System tracks and reports juror service and yield statistics

- **Record juror service and compute pay**
  - Multiple methods of recording attendance
  - Attendance credits jurors with pay automatically as defined by local pay rates, waivers and pay policies
  - Supplemental pay capability for child-care or other miscellaneous fees
  - Ability to produce service certificates or employer verifications

- **Record basic case information and form jury panels**
  - Allows input of Case Identifier and basic information
  - Randomly selects jurors onto the cases and automatically produces reports by local preferences
  - Through local policy, users may use special selection criteria for panel development if desired such as "pre-screening" the jury pool for time or case conflicts.
  - Anonymous juror case reports available, seating charts or other courtroom documents as needed

- **Capturing of juror related statistics**
  - Fully integrated database report generation tool to provide standardized statistical reports and/or custom reports development as needed

- **Automated payroll capabilities**
  - Payroll may be run at any time
  - Pay information can be designed for processing checks, cash or electronic interface for outside agencies
  - Provides various hard copy reports

DOCUMENT IMAGING/SCANNING SPECIFICATIONS

- US based imaging services
- Contains an integration module and proper capabilities to ensure seamless integration with existing case management software
- Utilize the latest equipment in scanning technology to expedite indexing and validation
- Strict quality controls and reporting
- Experts in both paper and film-based imaging
- Records are kept safe and secure
- Boxes, folders or individual documents are listed when received or processed
- Prepare documents for conversion (separate, remove paper clips, staples, etc)
- Reassemble all documents to original state after scanning
- Provide image enhancement to ensure best quality
- Make manual and automatic indexing available
- Must ensure that all images of paper are captured; will check for quality to ensure legibility
- On and off-site service available

NEW_PROPOSED_JURY_SYSTEM™

NEW_PROPOSED_JURY_SYSTEM was designed and built with a specific goal in mind: "to build a *single* software tool that can handle all variations of Jury Management". The NEW_PROPOSED_JURY_SYSTEM design team took a "universal view" approach to the design effort, meaning that the needs and business practices of an existing client base of over 120 clients were used to identify the new system requirements.

The result is an extremely powerful software system that is highly flexible, very configurable and extremely intuitive. The same software is used by every one of our clients. Since all clients use the same software, each client receives the benefits of system enhancements made at the request of the entire user community.

NEW_PROPOSED_JURY_SYSTEM is installed under the Windows 2000, 2003, Windows XP and UNIX Network Operating Systems (NOS) utilizing an Oracle or MS SQL Server Relational Database Management System (RDBMS). Database implementation is currently certified at Oracle level 9.2 and MS SQL Server 2005.

In order to facilitate implementation in all environments, including those that are geographically widespread and of huge volume, NEW_PROPOSED_JURY_SYSTEM has been designed such that it can be deployed in an N-tiered architecture with separate database, application and presentations layers. The NEW_PROPOSED_JURY_SYSTEM business rule processing and database access logic modules are completely separate from the client presentation modules. This capability differentiates NEW_PROPOSED_JURY_SYSTEM from most other jury applications.

Crystal Reports is tightly integrated into NEW_PROPOSED_JURY_SYSTEM and is used to provide all NEW_PROPOSED_JURY_SYSTEM printing and reporting facilities. Client personnel have the ability to use the Crystal Report Design tool to create their own reports if desired. These reports can then be incorporated into the NEW_PROPOSED_JURY_SYSTEM Report Menu structure via simple setup within the NEW_PROPOSED_JURY_SYSTEM application. (No programming is required). User self report design is not a requirement, as there is an extensive and continually growing set of standard reports provided with the system. Additionally, JSI can create reports based upon custom user requirements for an hourly fee.

The section following describes typical NEW_PROPOSED_JURY_SYSTEM operating environments and provides hardware and configuration recommendations for each. These are the most typical, but are not the only operating environments in which NEW_PROPOSED_JURY_SYSTEM runs.

Minimum Hardware Recommendations

The following are the minimum hardware recommendations for obtaining production worthy responsiveness from the NEW_PROPOSED_JURY_SYSTEM Software. The system will run on lesser hardware.

Specifications for three types of PC usage are provided. **Standalone PC** refers to a PC that is used to run both the NEW_PROPOSED_JURY_SYSTEM software and a single user version of the database (Oracle or SQL server). While such a PC may be networked for other applications (and perhaps backup), all NEW_PROPOSED_JURY_SYSTEM processing is local.

The **Network Client Workstation** runs NEW_PROPOSED_JURY_SYSTEM over a Network where the Database is housed on a Network Server. By default, in this environment, the NEW_PROPOSED_JURY_SYSTEM Application software is also kept on a networked server. Only a small set of runtime DLL's are placed on the Client Workstation.

The **Database Server** runs the database engine (i.e. Oracle, SQL Server etc.) and provides multi-user access to the NEW_PROPOSED_JURY_SYSTEM Database. As presented below, it is assumed that the server is also used to store the NEW_PROPOSED_JURY_SYSTEM application software (run by each network client workstation), and to provide shared workfile storage for networked users as well.

Standalone PC

Pentium 200
128 MB RAM
400 MB Free Hard disk for Application (NEW_PROPOSED_JURY_SYSTEM and Database Engine)
1+ GB Free Hard disk for database & workfiles (depending upon juror volume)

Network Client Workstation

Pentium 200
64 MB RAM
100 MB Free Hard disk for Application & Database Client Connectivity
100 MB Free Hard disk for workfiles

Database Server

Pentium II 400
512 MB RAM

400 MB Free Hard disk space for Application
4+ GB Free Hard disk space for Database & Workfiles (depending on juror volume)
Hard disk redundancy (Raid 5, duplexing etc.)

Note that database sizes are minimum values based upon juror volumes found in typical installations of each type.

Other Technical Requirements:

Backups

Although not shown in the hardware recommendations, provisions must be made for daily backup of the NEW_PROPOSED_JURY_SYSTEM Data and Software. In standalone PC environments this can be accomplished via installation of a tape or zip disk and appropriate software. If the computer is networked backups can be performed over the network.

On a Database server, daily backup must be performed on the NEW_PROPOSED_JURY_SYSTEM Database and Software.

Network Client PC's do not require any NEW_PROPOSED_JURY_SYSTEM Backup, as there is no critical data kept on the Network Client and the software can be re-installed in the event of a Network Client PC failure.

Remote Access

Remote access to the NEW_PROPOSED_JURY_SYSTEM system is required for support purposes. In a standalone PC environment, this means a modem connection to the PC. In network environments a dial-up RAS or VPN/TCPIP connection can be used.

In all environments, PCAnywhere remote control access is needed. In a Database Server environment, access to the server, and to at least 1 workstation in each user area is required. The remote control access to the server is used for managing the database, performing loads etc. It also gives us the ability to run your system without the need to disrupt a user. Remote control access to the user workstation is used to give the user additional training or assistance if necessary.

Additionally, a Database Server environment also requires VPN/TCPIP or dial-in remote access to the network (RAS) that allows us to access your database as a networked PC user. This type of access gives us the ability to run the system on our remote PC's using the on-line code animation tool against your actual data.

This is sometimes required to quickly locate program problems.

Typically, the remote access solution is setup whereby a VPN or dial up RAS connection into the Network is provided. Then, any PC (server) to which we also need remote control access (via PCAnywhere TCPIP) is configured to run PCAnywhere as a host using a Network connection. Once we have connected to the network via VPN or RAS, we can navigate to the remote control PC's via the network. (modems are not needed on the remote control PC's).

Technical Staff Recommendations

It is recommended that one technical staff person be identified as the primary local contact and project coordinator for installation and access development. This staff person should have experience in network management and a working knowledge of database management. Other technical support staff assigned to assist with coordinating an installation can be determined locally depending on other commitments of the technical staff. Our experience has been that after the initial implementation, local technical staff is usually needed only to insure proper backup processing and maintaining network permissions. Some courts prefer to manage the database applications themselves but it is not necessary to have a DBA on site for jury management only.

Maintenance and Support

JSI provides all software updates and patches. Installation of each update is fully tested prior to installation on the local system. A customer's Information Services staff will participate and be trained on application installation requirements, configurations and setup of servers. As a subscriber to NEW_PROPOSED_JURY_SYSTEM Premium Maintenance, the customer automatically receives new releases and upgrades at no additional cost. Generally 1-2 new releases are issued each year, their purpose being to supply enhancements, new features/reports and bug fixes. The media for new releases is CD and it is envisioned that ultimately the Web will be used to issue new releases.

Support is handled from three locations with the primary location being Encino California where there are 8 support staff members. Additional support staff are located in Washington and Wisconsin states.

JSI's customer support is provided on a 24*7 basis, 24 hours a day, seven days a week via a toll-free 800 number.

Between the hours of 6:00 AM and 6:00 PM PST incoming calls are answered by a service staff member, unless all are busy. After hours or when all staff is busy, the voice messaging system is used to contact a support team member. When a caller identifies an emergency condition (by pressing 4 on their phone), an immediate signal is sent to every support staff member's desk. Their instructions are to immediately place their current call on hold and pick up the Emergency.

All JSI staff carry pagers that are linked to JSI's voice mail system. Any voice mail message left at an individual's extension pages that individual. A message left in the general customer support message box pages at least four primary support staff members (designation varies according to travel schedules although nationwide paging is used as well). Using the voice mail system, a user may indicate (by pressing 4) that an emergency condition exists. In this event, the four primary staff members are paged with an "emergency page" resulting in an immediate call back to the client. (All JSI support staff members also carry cell phones, so the client callback is not dependent upon the JSI staff member finding a phone. JSI staff are physically in the JSI offices from 6am until 6pm Pacific Time.

There are two levels of priority given to calls, emergency and non-emergency. Emergency calls are handled immediately. Non-emergency calls are prioritized on their urgency. Important matters that affect operations in any way are given the highest priority. Staff members are expected to return any call within 2 hours.

Premium Maintenance

The Premium Maintenance plan provides the following:

- Software enhancements (i.e. enhanced functionality generally derived by satisfying requests from other system users)
- Documentation updates to support enhancements
- Correction of software malfunctions
- Hot line support and dial-up diagnosis on an unlimited basis at no additional cost and access to the Customer Support staff (through district representatives) which is available 24 hours/day * 7 days/week.

+1 Maintenance

The +1 Maintenance plan provides certain network and hardware related support at a cost of $250 per workstation. If requested, JSI still would charge $250 per workstation to provide whatever remote support is possible.

+2 Maintenance

The +2 Maintenance plan provides an annual load of that year's jurors, including the ability to "suppress" those that you wish removed from the load based upon your business rules.

+3 Maintenance

The +3 Maintenance plan provides for the merging of your source lists, suppressions and National Change of Address (NCOA) processing. Each county's annual "jury wheel" is produced per each installation's own unique definition and loaded into their NEW_PROPOSED_JURY_SYSTEM and certain prescribed hardcopy reports are produced.

+4 Maintenance

The +4 Maintenance is an add-on service whereby JSI, on request, performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes.

System enhancements can be submitted in writing or by verbal conference to discuss the program specifications. The request is considered for system-wide application or as a custom program requirement. Cost considerations and time estimates are thoroughly discussed and documented for the client. When completed, enhancements are installed via the remote access into the training/testing environment. The client can test the enhancement before authorizing installation into the production environment.

Data Services

It is very common for Jury Systems Incorporated to work with clients who are migrating off of a mainframe jury application. A majority of our clients had a mainframe based jury management system before the installation of our
Almost all of our installations require some form of data conversion. In many cases the data is mainframe based, but not always. Regardless of where the data is based, Jury Systems Incorporated has always performed the data conversion to the satisfaction of the client. The data conversion is accomplished using a variety of in-house tools (many of which were self-developed). Our Data Services staff works closely with your local technical personnel to coordinate data transfer and identification of specific conversion requirements.

NEW_PROPOSED_JURY_SYSTEM
Features and Functionality

NEW_PROPOSED_JURY_SYSTEMis a full function jury management system that handles all business functions including juror summoning, re-scheduling, dismissal, attendance, courtroom assignment and pay. The system uses a Windows based graphical user interface (GUI) and a relational database management system.

NEW_PROPOSED_JURY_SYSTEM offers a more intuitive view of the business process. Use of the current technology allows the user to 'multi-task' (work on more than one function/juror at a time) and provides enhanced printing and report production capabilities. Specific features and functionality of the system are described below:

- **Adaptable to Court's environment**
  The system allows the local administrator(s) to define and maintain:
  - Users' access rights
  - All local court information
  - Summons and service schedules
  - Service end and schedule change parameters including desired juror notices
  - Payroll policy parameters, fee codes and processing preferences

- **Process juror source lists**
  - Eliminate duplicates among multiple source lists
  - Generate and process a suppression file of jurors previously marked for exclusion such as deceased, recently served or other local set criteria
  - Random selection at all stages of processing

- **Produce summons**
  - Users define jury reporting parameters and summons criteria
  - Jurors may be summoned from specified areas of the local jurisdiction to serve in a limited jurisdiction court.
  - Summons processing can be done in-house or through an outside vendor.

- **Manage groups of jurors**
  - Jurors can be moved in (locally defined) groups to new dates and/or new locations
  - Jurors can be service ended in defined groups

- **Process 1-step and 2-step questionnaires**
  - Scanning capability allows rapid processing of juror information
  - Data capture and demographic reporting is defined and developed per local requirements from questionnaires.

NEW_PROPOSED_JURY_SYSTEM
Features and Functionality
-continued-

- **Maintain juror information**
  - Juror activity details and history records display
  - Manually adding jurors possible
  - Efficient search capability
  - Rapid updating and easy transactions for information processing
  - Barcode scanning capabilities throughout juror information processing
  - System tracks and reports juror service and yield statistics

- **Record juror service and compute pay**
  - Multiple methods of recording attendance
  - Attendance credits jurors with pay automatically as defined by local pay rates, waivers and pay policies.
  - Supplemental pay capability for child-care or other miscellaneous fees.
  - Ability to produce service certificates or employer verifications.

- **Record basic case information and form jury panels**
  - Allows input of Case Identifier and basic information
  - Randomly selects jurors onto the cases and automatically produces reports by local preferences
  - Through local policy, users may use special selection criteria for panel development if desired such as "pre-screening" the jury pool for time or case conflicts.
  - Anonymous juror case reports available, seating charts or other courtroom documents as needed

- **Capturing of juror related statistics**
  - Fully integrated database report generation tool to provide standardized statistical reports and/or custom reports development as needed.

- **Automated payroll capabilities**
  - Payroll may be run at any time
  - Pay information can be designed for processing checks, cash or electronic interface for outside agencies.
  - Provides various hard copy reports

- **Optional features using advanced technologies**
  - Imaging Solution
  - Web Solution
  - Voice Solution
  - Checks
  - JuryPop
  - Access
  - ARM

AI-10251 **20.C.1.**

Mile 2/Mile 6 Invoices from TEDSI Infrastructure Group, Inc.

CC REGULAR

Date: 07/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Pursuant to a request from Precinct #1, presentation for discussion, consideration, acceptance and approval of invoice nos. 278211, 278250, 278317, 278365, 278434, 278508, 278570, 288600 - contract #C-07-049-05-22 & Work Authorization #1 and invoices nos. 278251, 278318, 278350, 278435, 278509, 278571 - contract #C-07-050-05-22 & Work Authorization #1 submitted by TEDSI Infrastructure Group, Inc. in connection with Mile 2 and Mile 6 projects respectively after review, audit and processing procedures completed through the Auditor's office including authority for County Treasurer to issue payment/check(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-121-0XX-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1315-431-00-121-040-0-731 - TXDOT PRJ-MILE 2-MILE 12; Available Balance as of 7-18-08 $127,495.25.
8-1315-431-00-121-039-0-731 - TXDOT PRJ-MILE 6 WEST; Available Balance as of 7-18-08 $423,513.32.

Attachments

Link: Invoices-Mile 2 W Proj-TEDSI

Link: Invoices-Mile 6 W Proj-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/17/2008 04:48 PM	APRV
2	Budget & Management	Veronica Lopez	07/18/2008 07:53 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/18/2008 08:04 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Marty Salazar

Started On: 07/17/2008 04:27 PM

Final Approval Date: 07/18/2008

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: May 31, 2007
TEDSI Invoice No.: 278211
TEDSI Project No.: 27956-1
Invoice Period: Thru June 30, 2007

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	**$598,002.31**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$397,872.24	2.40%	2.40%	$9,548.93	$9,548.93
Right-of-Way (ROW)	$105,000.00	28.50%	28.50%	$29,925.00	$29,925.00
Design Field Survey (DFS)	$98,604.00	0%	0%	$0.00	$0.00
SUR (H&V Control)	$36,000.00	0%	0%	$0.00	$0.00
Subtotal	$637,476.24			$39,473.93	$39,473.93

TOTAL FEE EARNED:	$ 39,473.93
LESS PREVIOUSLY INVOICED:	$
TOTAL AMOUNT DUE THIS INVOICE:	$ 39,473.93

39,473.93

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1204 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: July 31, 2007
TEDSI Invoice No.: 278250
TEDSI Project No.: 27956-1
Invoice Period: July 1, 2007 Through July 31, 2007

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	$630,696.73

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$397,872.24	10.4405%	12.8405%	$41,539.85	$51,088.78
Right-of-Way (ROW)	$105,000.00	21.5%	50%	$22,575.00	$52,500.00
Design Field Survey (DFS)	$98,604.00	3.2359%	3.2359%	$3,190.73	$3,190.73
SUR (H&V Control)	$36,000.00	0%	0%	$0.00	$0.00
Subtotal	$637,476.24			$67,305.58	$106,779.51

TOTAL FEE EARNED:	$106,779.51
LESS PREVIOUSLY INVOICED	$39,473.93
TOTAL AMOUNT DUE THIS INVOICE:	$67,305.58

67,305.53

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7622 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: August 31, 2007
TEDSI Invoice No.: 27831?
TEDSI Project No.: 27956-1
Invoice Period: August 1, 2007 thru August 31, 2007

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	$465,252.55

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$397,872.24	9.08%	21.9205%	$36,126.80	$87,215.58
Right-of-Way (ROW)	$105,000.00	19%	69%	$19,950.00	$72,450.00
Design Field Survey (DFS)	$98,604.00	9.5%	12.7359%	$9,367.38	$12,558.11
SUR (H&V Control)	$36,000.00	0%	0%	$0.00	$0.00
Subtotal	$637,476.24			$65,444.18	$172,223.69

TOTAL FEE EARNED:	$ 172,223.69
LESS PREVIOUSLY INVOICED:	$ 106,779.51
TOTAL AMOUNT DUE THIS INVOICE:	$ 65,444.18

65,444.18

Homero L. Gutierrez, P.E., RPLS for
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: September 30, 2007
TEDSI Invoice No.: 278365
TEDSI Project No.: 27956-1
Invoice Period: September 1, 2007 thru September 30, 2007

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	$437,303.19

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	$397,872.24	5.8296%	27.75%	$23,194.36	$110,409.94
Right-of-Way (ROW)	$105,000.00	1.10%	70.10%	$1,155.00	$73,605.00
Design Field Survey (DFS)	$98,604.00	0.0%	12.7359%	$0.00	$12,558.11
SUR (H&V Control)	$36,000.00	10%	10%	$3,600.00	$3,600.00
Subtotal	$637,476.24			$27,949.36	$200,173.05

TOTAL FEE EARNED:	$ 200,173.05
LESS PREVIOUSLY INVOICED:	$ 172,223.69
TOTAL AMOUNT DUE THIS INVOICE	$ 27,949.36

27,949.36

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

2611 East Expressway 83
Mission, Texas 78572
956-424-3900 (Phone)
956-424-3922 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: October 31, 2007
TEDSI Invoice No.: 278434
TEDSI Project No.: 27956-1
Invoice Period: October 1, 2007 thru October 31, 2007

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	$424,372.34

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$397,872.24	3.25%	31%	$12,930.85	$123,340.79
Right-of-Way (ROW)	$105,000.00	0%	70.10%	$0.00	$73,605.00
Design Field Survey (DFS)	$98,604.00	0%	12.7359%	$0.00	$12,558.11
Surveying (SUR)	$36,000.00	0%	10%	$0.00	$3,600.00
Subtotal	$637,476.24			$12,930.85	$213,103.90

TOTAL FEE EARNED	$ 213,103.90
LESS PREVIOUSLY INVOICED	$ 200,173.05
TOTAL AMOUNT DUE THIS INVOICE	$ 12,930.85

12,930.85

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
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956-4247022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: November 30, 2007
TEDSI Invoice No.: 278508
TEDSI Project No.: 27956-1
Invoice Period: November 1, 2007 thru November 30, 2007

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	$418,448.62

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$397,872.24	1%	32%	$3,978.72	$127,319.51
Right-of-Way (ROW)	$105,000.00	1.85238%	71.95238%	$1,945.00	$75,550.00
Design Field Survey (DFS)	$98,604.00	0%	12.7359%	$0.00	$12,558.11
Surveying (SUR)	$36,000.00	0%	10%	$0.00	$3,600.00
Subtotal	$637,476.24			$5,923.72	$219,027.62

TOTAL FEE EARNED:	$ 219,027.62
LESS PREVIOUSLY INVOICED:	$ 213,103.90
TOTAL AMOUNT DUE THIS INVOICE	$ 5,923.72

5,923.72

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
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956.424.7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: December 31, 2007
TEDSI Invoice No.: 278570
TEDSI Project No.: 27956-1
Invoice Period: December 1, 2007 thru December 31, 2007

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	$391,392.71

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$397,672.24	4.999901%	37%	$19,893.22	$147,212.73
Right-of-Way (ROW)	$105,000.00	0%	72%	$0.00	$75,550.00
Design Field Survey (DFS)	$98,604.00	7.2641%	20%	$7,162.69	$19,720.80
Surveying (SUR)	$36,000.00	0%	10%	$0.00	$3,600.00
Subtotal	$637,476.24			$27,055.91	$246,083.53

TOTAL FEE EARNED:	$ 246,083.53
LESS PREVIOUSLY INVOICED:	$ 219,027.62
TOTAL AMOUNT DUE THIS INVOICE:	$ 27,055.91

27,055.91

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1204 East Expressway 83
Mission, Texas 78572
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956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: January 31, 2008
TEDSI Invoice No.: 288600
TEDSI Project No.: 27956-1
Invoice Period: January 1, 2008 thru January 31, 2008

MILE 2 WEST
Phase II

Contract Amount	Contract Amount Remaining
$637,476.24	$353,883.05

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$397,872.24	0.896%	37.896%	$3,564.94	$150,777.67
Right-of-Way (ROW)	$105,000.00	0%	72%	$0.00	$75,550.00
Design Field Survey (DFS)	$98,604.00	34.4253%	54.4253%	$33,944.72	$53,665.52
Surveying (SUR)	$36,000.00	0%	10%	$0.00	$3,600.00
Subtotal	$637,476.24			$37,509.66	$283,593.19

TOTAL FEE EARNED:	$ 283,593.19
LESS PREVIOUSLY INVOICED:	$ 246,083.53
TOTAL AMOUNT DUE THIS INVOICE:	$ 37,509.66

37,509.66

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
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956-424-7622 (Fax)

Rec'd 6-26-07

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: July 31, 2007
TEDSI Invoice No.: 278251
TEDSI Project No.: 27957-1
Invoice Period: Thru July 31, 2007

MILE 6 WEST
Phase I

Contract Amount	Contract Amount Remaining
$2,117,566.60	**$2,084,758.90**

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	$1,223,085.80	0%	0%	$0.00	$0.00
Right-of-Way (ROW)	$330,000.00	0%	0%	$0.00	$0.00
Design Field Survey (DFS)	$175,296.00	0%	0%	$0.00	$0.00
SUR (H&V Control)	$148,500.00	0%	0%	$0.00	$0.00
Preliminary Engr. (PED)	$140,684.80	23.32%	23.32%	$32,807.70	$32,807.70
Environmental (ENV)	$50,000.00	0%	0%	$0.00	$0.00
Geotechnical (GEO)	$50,000.00	0%	0%	$0.00	$0.00
Subtotal	$2,117,566.80			$32,807.70	$32,807.70

TOTAL FEE EARNED:	$32,807.70
LESS PREVIOUSLY INVOICED:	$0.00
TOTAL AMOUNT DUE THIS INVOICE:	$32,807.70

32,807.70

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: August 31, 2007
TEDSI Invoice No.: 278318
TEDSI Project No.: 27957-1
Invoice Period: August 1, 2007 thru August 31, 2007

MILE 6 WEST
Phase I

Contract Amount	Contract Amount Remaining
$2,117,566.60	$2,068,875.70

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	$1,223,085.80	0%	0%	$0.00	$0.00
Right-of-Way (ROW)	$330,000.00	0%	0%	$0.00	$0.00
Design Field Survey (DFS)	$175,296.00	0%	0%	$0.00	$0.00
SUR (H&V Control)	$148,500.00	0%	0%	$0.00	$0.00
Preliminary Engr. (PED)	$140,684.80	8.5%	31.82%	$11,958.20	$44,765.90
Environmental (ENV)	$50,000.00	7.85%	7.85%	$3,925.00	$3,925.00
Geotechnical (GEO)	$50,000.00	0%	0%	$0.00	$0.00
Subtotal	$2,117,566.60			$15,883.20	$48,690.90

TOTAL FEE EARNED:	$ 48,690.90
LESS PREVIOUSLY INVOICED:	$ 32,807.70
TOTAL AMOUNT DUE THIS INVOICE:	$ 15,883.20

15,883.20

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

East Expressway 83
Mission, Texas 78572
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956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: September 30, 2007
TEDSI Invoice No.: 278350
TEDSI Project No.: 27957-1
Invoice Period: September 1, 2007 thru September 30, 2007

MILE 6 WEST
Phase I

Contract Amount	Contract Amount Remaining
$2,117,566.60	$2,059,987.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	$1,223,085.80	0%	0%	$0.00	$0.00
Right-of-Way (ROW)	$330,000.00	0%	0%	$0.00	$0.00
Design Field Survey (DFS)	$175,296.00	0%	0%	$0.00	$0.00
SUR (H&V Control)	$148,500.00	0%	0%	$0.00	$0.00
Preliminary Engr. (PED)	$140,684.80	2%	33.82%	$2,813.70	$47,579.60
Environmental (ENV)	$50,000.00	12.15%	20%	$6,075.00	$10,000.00
Geotechnical (GEO)	$50,000.00	0%	0%	$0.00	$0.00
Subtotal:	$2,117,566.60			$8,888.70	$57,579.60

TOTAL FEE EARNED:	$	57,579.60
LESS PREVIOUSLY INVOICED:	$	48,690.90
TOTAL AMOUNT DUE THIS INVOICE	$	8,888.70

8,888.70

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

[illegible]
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: October 31, 2007
TEDSI Invoice No.: 278435
TEDSI Project No.: 27957-1
Invoice Period: October 1, 2007 thru October 31, 2007

MILE 6 WEST
Phase I

Contract Amount	Contract Amount Remaining
$2,117,566.60	$2,054,487.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	$1,223,085.80	0%	0%	$0.00	$0.00
Right-of-Way (ROW)	$330,000.00	0%	0%	$0.00	$0.00
Design Field Survey (DFS)	$175,296.00	0%	0%	$0.00	$0.00
SUR (H&V Control)	$148,500.00	0%	0%	$0.00	$0.00
Preliminary Engr. (PED)	$140,684.80	0%	33.82%	$0.00	$47,579.60
Environmental (ENV)	$50,000.00	11%	31%	$5,500.00	$15,500.00
Geotechnical (GEO)	$50,000.00	0%	0%	$0.00	$0.00
SUBTOTAL	$2,117,566.60			$5,500.00	$63,079.60

TOTAL FEE EARNED	$ 63,079.60
LESS PREVIOUSLY INVOICED	$ 57,579.60
TOTAL AMOUNT DUE THIS INVOICE	$ 5,500.00

5,500.00

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

201 East Expressway 83
Mission, Texas 78572
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956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: November 30, 2007
TEDSI Invoice No.: 278509
TEDSI Project No.: 27957-1
Invoice Period: November 1, 2007 thru November 30, 2007

MILE 6 WEST
Phase I

Contract Amount	Contract Amount Remaining
$2,117,566.60	$2,043,326.92

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	$1,223,085.80	0%	0%	$0.00	$0.00
Right-of-Way (ROW)	$330,000.00	0%	0%	$0.00	$0.00
Design Field Survey (DFS)	$175,296.00	0%	0%	$0.00	$0.00
SUR (H&V Control)	$148,500.00	0%	0%	$0.00	$0.00
Preliminary Engr. (PED)	$140,684.80	1.18%	35%	$1,660.08	$49,239.68
Environmental (ENV)	$50,000.00	19%	50%	$9,500.00	$25,000.00
Geotechnical (GEO)	$50,000.00	0%	0%	$0.00	$0.00
Subtotal	$2,117,566.60			$11,160.08	$74,239.68

TOTAL FEE EARNED:	$	74,239.68
LESS PREVIOUSLY INVOICED:	$	63,079.60
TOTAL AMOUNT DUE THIS INVOICE:	$	11,160.08

11,160.08

Homero L. Gutierrez, P.E., RPLS
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

[redacted]

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: December 31, 2007
TEDSI Invoice No.: 278571
TEDSI Project No.: 27957-1
Invoice Period: December 1, 2007 thru December 31, 2007

MILE 6 WEST
Phase I

Contract Amount	Contract Amount Remaining
$2,117,566.60	**$2,029,258.44**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$1,223,085.80	0%	0%	$0.00	$0.00
Right-of-Way (ROW)	$330,000.00	0%	0%	$0.00	$0.00
Design Field Survey (DFS)	$175,296.00	0%	0%	$0.00	$0.00
SUR (H&V Control)	$148,500.00	0%	0%	$0.00	$0.00
Preliminary Engr. (PED)	$140,684.80	10%	45%	$14,068.48	$63,308.16
Environmental (ENV)	$50,000.00	0%	50%	$0.00	$25,000.00
Geotechnical (GEO)	$50,000.00	0%	0%	$0.00	$0.00
SUBTOTAL	$2,117,566.60			$14,068.48	$88,308.16

TOTAL FEE EARNED	$88,308.16
LESS PREVIOUSLY INVOICED	$74,239.68
TOTAL AMOUNT DUE THIS INVOICE	$14,068.48

14,068.48

Homero L. Gutierrez
Homero L. Gutierrez, P.E., RPLS
Project Manager

AI-10175 **20.C.2.**

Pct 1-Invoice No. 11322640-L & G Engineers-C-06-145-03-06
CC REGULAR

Date: 07/22/2008
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. 11322640 in the amount of $ 855.00 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-06-145-03-06 (PO # 569911) for: FM 88 ROW Mile 12 Road North to FM 1925

BACKGROUND

Invoice No. 11322640

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-121-037-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount avaiable in PO #569911 is $5,842.50 for L & G Consulting Engineers, Inc. as of 7-16-08.

Attachments

Link: Invoice No. 11322640-L & G Engineers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2008 04:22 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 08:05 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2008 08:28 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Letty Saenz — Started On: 07/15/2008 02:50 PM

Final Approval Date: 07/18/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322640
INVOICE DATE: 05/31/08

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 060601
FM 88 ROW
c/o County of Hidalgo PCT#1
1902 Joe Stephens Ave.
Weslaco, TX 78596

PO# 569911 Contract# C-06-145-03-06

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2008.						
05001 Direct Expense	15,380.00	15,380.00		15,380.00	100.0	
16401 Engineer Svc	121,869.00	121,869.00		121,869.00	100.0	
60000 Row Acq Admin	183,000.00	181,261.50		181,261.50	99.1	1,738.50
60100 Title Services	34,200.00	34,200.00		34,200.00	100.0	
60200 Appraisal Srv	77,300.00	77,300.00		77,300.00	100.0	
60210 Aprsal Srv/Sub	76,600.00	76,600.00		76,600.00	100.0	
60300-Appraisal Rvw	37,500.00	37,500.00		37,500.00	100.0	
60310-Aprsal Rvw/Sub	19,500.00	19,500.00		19,500.00	100.0	
60400-Parcel Negtion	199,500.00	199,500.00		199,500.00	100.0	
60500-Clsng Srvs Fee	17,100.00	12,996.00	855.00	13,851.00	81.0	3,249.00
60610-Aprsal Update	8,550.00	8,550.00		8,550.00	100.0	
TOTALS	790,499.00	784,656.50	855.00	785,511.50	99.4	4,987.50

ORIGINAL CONTRACT SUM	$	790,499.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	790,499.00
TOTAL COMPLETED TO DATE	$	785,511.50
LESS PREVIOUS INVOICES	$	784,656.50
CURRENT PAYMENT DUE	$	855.00

PROJECT MANAGER'S SIGNATURE

NM

8-1315-431-00-121-037-0-841

PO 569911

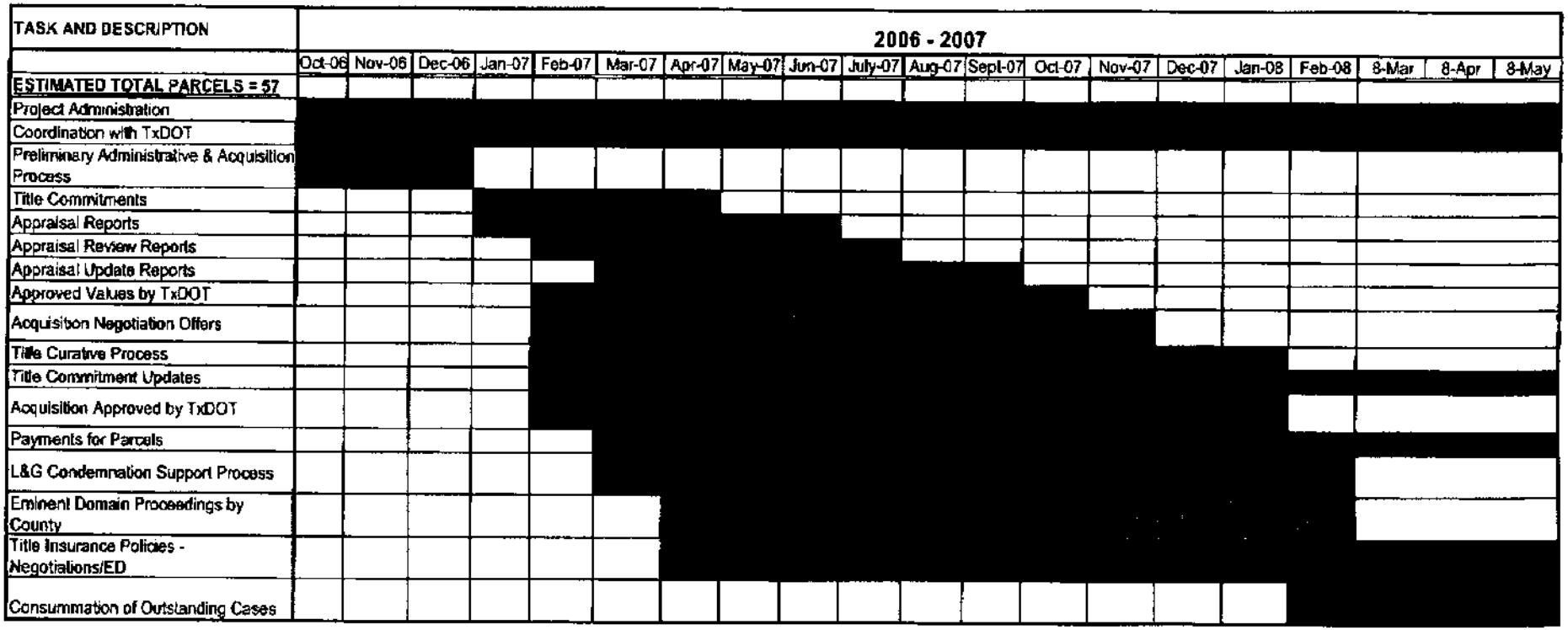
INVOICE RECEIVED BY
Noe Hinojosa on 7/7/08

GOODS/SERVICES RECEIVED BY:
Noe Hinojosa on 5/31/08

JUL-15-2008 10:53 FROM:COMMISSIONER HANDY 9737804 TO:956 318 2629 P.4/10

JUL-15-2008 10:54 FROM:COMMISSIONER HANDY 9737804 TO:956 318 2629 P.5/10

EXHIBIT "C"/ATTACHMENT "C"
WORK SCHEDULE
TITLE, APPRAISAL AND ACQUISITION PROCESS
FM 88



TxDOT FUNCTION
L&G FUNCTION
HIDALGO COUNTY FUNCTION

EXHIBIT "D"/
ATTACHMENT "D"

FEE SCHEDULE

Payment Schedule for General Engineer Services

The Engineer will be paid for the work completed as identified on Attachment "B" Services to be Provided by the Engineer and paid for by Hidalgo County on a percent complete basis after the work is reviewed and approved by Hidalgo County Precinct #1.

Payment Schedule for Services Provided by the Acquisition Provider

1) Project Administration (includes coordination with County & State)

   a) Payment
      i) Full Project Office
         (1) Lump Sum Basis (percent completed)
         (2) Initial payment of 20% upon establishment of a project office with functional phone and utility services.
         (3) Remainder paid out in equal monthly installments, starting the following month and continuing over remainder of project.
         (4) Monthly billing to Hidalgo County PCT #1 will be required.
         (5) Condemnation Support Services (Negotiations, Task, and Fees)

2) Title Services

   a) Payment
      i) Per Parcel basis. (percent completed)

3) Appraisal Services

   a) Payment
      i) Per Parcel Basis. (percent completed)

4) Appraisal Review

   a) Payment
      i) Per Parcel Basis. (percent completed)

5) Appraisal Update

   a) Payment (percent completed)
      i) Per Parcel Basis

JUL-15-2008 10:54 FROM:COMMISSIONER HANDY 9737804 TO:956 318 2629 P.6/10

EXHIBIT "D"/ATTACHMENT "D" FEE SCHEDULE - L&G ENGINEERING

FM 88
Limits: From: Mile 12 Rd. North to FM 1925

The following is an estimated Manhour Cost for the Engineering Services and the Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. **The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County - on a percent complete basis as approved by Hidalgo County Pct. #1.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1

L&G ENGINEERING SERVICES

PROFESSIONAL SERVICES			MANHOURS						
			No. of sheets (estimated)	Project Manager	ENV. Specialist	Senior Engineer	Designer	Administrative Assistant	Total
	TASK								
1	Coordinate with TxDOT and County on Progress of Engineering Project	16 mo/2 mtgs per month/2 persons	0	216	0	216	0	100	532
2	Attend Pct #1 Meetings for bi-weekly for project update	16 mo/2 mtgs per month/2 persons	0	216	0	216	0	100	532
3	Refine Cost Estimates County Participation for Road	n/a	0	40	0	80	0	0	120
4	Coordination with City of Elsa	n/a	0	40	0	40	0	0	80
5	Review for the proposed connection of the FM 1925 intersection (Proposed Freeway) with the needed ROW for the County to modify or comment on at the upcoming Public Meeting for FM 1925.	n/a	0	120	0	120	120	0	360
6	Review the proposed county road intersections with Pct #1 on designing the county intersections to provide for the Bus turning movements and future county designation of roadways as arterials or collectors of the County Thoroughfare plan.	n/a	0	100	0	120	80	0	300
5	Coordination with Hidalgo County and TxDOT on prioritizing the parcel acquistions based on the proposed Traffic Control and proposed storm drainage and Signals at the intersection.	n/a	0	120	0	120	0	0	240
5	Coordination with Hidalgo County Irrigation District #9	n/a	0	40	0	40	0	0	80
8	Coord with County to set up Temp Accounting for payment and reimbursement of funds used to pay parcels and further submit to TxDOT for reimbursement	n/a	0	80	0	0	0	0	80
7	Establish an acceptable process with Precinct 1 for Coord between Title Co. and County Auditors Office, County Clerk Office and Parcel Rambursements by TxDOT	n/a	0	80	0	0	0	0	80
8	Coordinate and Review New Subdivision Maps that affect this project	n/a	0	0	0	0	60	0	60
9	Coordinate and Review ROW Map as provided by TxDOT	n/a	0	0	0	40	0	0	40
		Subtotal	0	1052	0	992	260	200	2504

Total Sheets/Labor Hours		0	1052	0	992	260	200	2504
Contract Rates			$ 50.00	$ 43.00	$ 44.00	$ 33.00	$ 17.50	
Direct Salary Cost			$ 52,600.00	$ -	$ 43,648.00	$ 8,580.00	$ 3,500.00	$ 108,328.00
Overhead Multplier		175.000%	$ -	$ -	$ -	$ -	$ -	$ -
Fixed Fee		12.50%	$ 6,575.00	$ -	$ 5,456.00	$ 1,072.50	$ 437.50	$ 13,541.00
Sub-Total Labor Costs			$ 59,175.00	$ -	$ 49,104.00	$ 9,652.50	$ 3,937.50	$ 121,869.00

JUL-15-2008 10:54 FROM:COMMISSIONER HANDY 9737804 TO:956 318 2629 P.7/10

6) Negotiation Fees
   a) Payment (percent completed)
      i) Per Parcel Basis

7) Closing Service Fees

   a) Payment (percent completed)
      i) Per Parcel Basis

8) Relocation Fees- (N/A)

9) Disposal of Property- (N/A)

The following is an estimated Manhour and Parcel No. Cost for completing the subject project's scope of work outlined as Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. **The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Precinct #1** - on a percent complete basis as approved by Hidalgo County Pct. #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1

RIGHT-OF-WAY ACQUISITION SERVICES

Parcel No.	Project Admin	Title Services Per Parcel	Title Insurance Policy	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update Per Parcel (*)	Negotiation Fees Per Parcel	Closing Services Per Parcel	Relocation (Residential) Per Relocatee	Relocation (Business) Per Relocatee	Disposal of Property Per Parcel	Parcel Totals
Overall Project Parcels						$9,500.00						$8,550.00
1	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
2	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
3	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
4	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
5	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
6	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
7	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
8	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
9	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
10	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
11	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
12	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
13	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
14	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
15	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
16	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
17	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
18	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
19	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
20	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
21	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
22	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
23	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
24	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
25	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
26	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
27	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
28	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
29	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
30	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
31	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
32	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
33	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
34	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
35	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
36	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
37	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
38	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
39	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
40	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
41	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
42	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00
43	$2,200.00	$800.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$10,300.00

JUL-15-2008 10:55 FROM:COMMISSIONER HANDY 9737804 TO:956 318 2629 P.10/10

The following is an estimated Manhour and Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. **The work and payment, for these services will be accomplished by L & G Engineering and approved and paid for by Hidalgo County Precinct #1 - on a percent complete basis as approved by Hidalgo County Pct. #1.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1

RIGHT-OF-WAY ACQUISITION SERVICES

Parcel No.	(**) Project Admin (including Condemnation Support Services)	Title Services Per Parcel	Title Insurance Policy	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update Per Parcel (*)	Negotiation Fees Per Parcel	Closing Services Per Parcel	Relocation (Residential) Per Relocatee	Relocation (Business) Per Relocatee	Disposal of Property Per Parcel	Parcel Totals
44	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
45	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
46	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
47	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
48	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
49	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
50	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
51	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
52	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
53	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
54	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
55	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
56	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
57	$2,200.00	$900.00	TXDOT	$2,700.00	$1,000.00	N/A	$3,500.00	$300.00	TXDOT	TXDOT	TXDOT	$11,300.00
** Condemnation Support Services	$57,600.00											$57,600.00
Total of Work Authorization	$183,000.00	$34,200.00	$0.00	$155,300.00	$57,000.00	$3,550.00	$199,500.00	$17,100.00	$0.00	$0.00	$0.00	$651,250.00

(*) Appraisal Updates based on 33% of total parcels to require an appraisal update

(**) Condemnation support services based on 6 parcels going to Eminent Domain Proceedings (90 hrs total/per parcel condemned at $120/hr).

L & G ENGINEERING DIRECT EXPENSES	UNIT	RATE	QTY	TOTAL
Delivery expenses (subs, COUNTY and TXDOT etc)	EA	$ 40.00	300	$ 12,000.00
Auto Mileage	MI	$0.345	4000	$ 1,380.00
Airfaire	TRIPS	$200.000	0	$ -
Rental Vehicle	DAY	$60.000	0	$ -
Per Diem	DAY	$25.000	0	$ -
Reproduction Costs	EA	$ 0.20	10000	$ 2,000.00
L & G ENGINEERING DIRECT EXPENSES				$ 15,380.00

TOTAL L & G ENGINEERING PROJECT COSTS **$790,499.00**

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:** 9

Phone: **Date:** 7/14/08

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following inv#11322640 from L & G Consulting engineers on the next cc meeting for approval for payment. This is po #569911/ C-06-145-03-06.

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.

L&G Engineering

Transportation Consultants

June 02, 2008

RECEIVED JUL 07 2008
Rec'd 7/7/08
f/ Joseph office

Hon. Sylvia S. Handy
Hidalgo County Commissioner, Pct. #1
Attn: Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: FM 88-From Mile 12 Rd. North to FM 1925
Work Authorization No. 1

Dear Commissioner Handy:

The attached submittal is our invoice for this Work Authorization for the month of May, 2008. We are attaching Work Order #1 for your reference. The following is attached:

- L. & G's Invoice for Engineering and Right and Way Acquisition Services for project administration.
- Project Work Schedule
- Exhibit D Fee Schedule

This work authorization consists of the following tasks, identified as per the Texas Department of Transportation (TxDOT) function codes (FC) for engineering and right-of-way services:

Engineering Services& Direct Expenses: We have completed an overall percentage of 100% for the Engineering Services and Direct Expenses as outlined on the attached EXHIBIT D "Fee Schedule". These services have been closely coordinated with the Pct #1 staff and we have identified a percent complete for each task.

ROW Acquisition Administration: L & G Engineering-Transportation Consulting Engineers Right of Way Office has been set up and business functional at 2100 W. Expressway in Mercedes, Texas 78570 and staffed with a Project Manager, Office Manager, Right of Way Administrator, Right of Way Acquisition Manager, Acquisition Negotiators and an Office Administrative Technician. Our office is presently equipped with functional phones and utility services. We have under contract two State Certified Appraisers to perform the primary appraisal and review process for all parcels of this project. Furthermore, a local reputable title company (Sierra Title Co.) has been contracted to perform all of the title services for the project. They have already provided us with initial title commitments in accordance to TxDOT policy for all the parcels. We now invoice for this task in accordance to Exhibit "D"/Attachment "D" (fee schedule) item 1-Section a-(3) a monthly payment of 4.71% outlined in the attached referred schedule. Contractual Agreement for Right of Way Procurement between State (TxDOT) and the County of Hidalgo was approved by TxDOT's ROW Division in Austin on August 21, 2006. Pharr TxDOT District office has now provided the County with a project release dated September 27, 2006 for Phase I and a secondary release on January 8, 2007 for Phase II of this project. We have now completed 99% of this task. **We will not be billing for the month of May, 2008.**

Title Services: L. & G Engineering is in receipt of fifty-three (53) initial Title Commitments from Sierra Title Company for this project. We are invoicing 4.8% for this task for the month of February, 2008. We have now completed 100% of this task.

Appraisal Services: We have selected the firm of Professional Appraisal Services to perform the primary appraisal reports for the approximate 54 parcels for this project. They have provided L&G Engineering with 54 out of 54 appraisal reports for this project. We have now completed 100% of this task for this project.

Mercedes Office:
2100 W. Expressway 83 • Mercedes, TX 78570
(956) 565-9813 • Fax: (956) 565-9018
Toll Free: (888) 565-9813

Mission Office:
900 S. Stewart Rd., Suite 9 • Mission, TX 78572
(956) 585-1909 • Fax: (956) 585-1927
Toll Free: (866) 585-1909

JUL-15-2008 10:53 FROM:COMMISSIONER HANDY 9737804 TO:956 318 2629 P.2/10

AI-10130 **20.D.1.**

Pct 2--"Hauling Services"
CC REGULAR

Date: 07/22/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Recommending award of bids and approval of contract documents to lowest (multiple) bidders meeting all specifications and/or requirements as attached hereto for Hidalgo County Precinct No. 2-Hauling Services" (RFB: 2008-170-05-28-SMA)

BACKGROUND

Contract Document was reviewed and approved as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-346
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 580178 with Universal Truckers Inc. has $79,822.35; account has an available balance of $5,126.14 as of 7/16/08.

Attachments

Link: bid tabulation,contracts,participation& recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2008 04:10 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 04:17 PM	APRV
3	Dale Kennan	Dale Kennan	07/16/2008 04:27 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Sandra Montalvo Started On: 07/11/2008 03:16 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: MAY 28, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO 2 – HAULING SERVICES"

BID NO: 2008-170-05-28-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.)Roy's Hauling Services Inc. ATTN: ROY BALDERAS JR.	EM	Sandra Montalvo	05/14/08	P.O. BOX 1896 EDINBURG, TX 78539 956-383-2206 (o) royshaulinginc@aol.com
2.) Universal Trucker Inc. ATTN: BERNARDO SAENZ JR.	EM	Sandra Montalvo	05/14/08	P.O. BOX 653 ALAMO, TX 78516 956-782-4939 (o) hericsaenz@yahoo.com
3.) Villarreal Paving & Demolition ATTN: Elizabeth Barrera	BLM	Sandra Montalvo	05/14/08	41/2 North Mayberry Alton, Tx 78573 956-581-6311 (o) 956-581-9500 (fax)
4.) Tex-Mex Trucking Attn: Randi Lewis	IP	Randi Lewis	05/19/08	9002 Lago Vista Monte Alto, Tx 78538 956-262-8367 (o)
5.) CTC Distributing Attn: Kelly Madden	TR/EM	Sandra Montalvo	05/23/08	615 Blaze Blvd. Edinburg, Tx 78539 (956)787-9274 (o) k_madden@ctcdistributing.com
6.				
7.				
8.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Ricardo Cuellar, Field Operations Director
Hidalgo County Pct. 2

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: May 29, 2008

RE: **Award Recommendation Request for Bid No. 2008-170-05-28-SMA -HIDALGO COUNTY PCT. 2 -" HAULING SERVICES"**

We have received two (2) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, June 2, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, June 10, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Universal Trans	- low Bid
Ray's Hauling	low Bid -

BUDGET ACCOUNT #: 8-1202-431-00-122-0060-346

Ricardo Cuellar — Ricardo Cuellar — 5/30/08

Authorized Signature — Printed Name — Date

Hidalgo County Precinct No 2
"HAULING SERVICES"
Bid No 2008-170-05-28-SMA
Bid Tabulation

UNIVERSAL TRUCKING & HAULING

Location of Plant	Name of Pit	Total Cost per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Costs:
COLD MIX - Frontera Materials	La Joya plant	$ 9.25	80%	$ 7.40
TYPE D HOT MIX-GRAVEL Fronteral Materials	La Joya plant	$ 9.25	80%	$ 7.40
	Progresso Plant	$ 9.25	80%	$ 7.40
TYPE D HOT MIX-LIMESTONE Frontera Materials	La Joya plant	$ 9.25	80%	$ 7.40
	Progresso Plant	$ 9.25	80%	$ 7.40
CRUSHCED CALICHE				
Frontera Materials	490 pit	$ 5.45	80%	$ 4.36
Frontera Materials	ravis pit	$ 5.98	80%	$ 4.78
Martin Marietta	Jericho pit	$ 5.98	80%	$ 4.78

ROY'S HAULING SERVICE INC.

Location of Plant	Name of Pit	Total Cost per Ton:	Fuel Costs Percentage Per Ton	Current/Base Fuel Costs:
Cold Mix - Frontera Materials	La Joya pit	$ 9.85	85%	$ 8.37
Type D Hot Mix-GRAVEL Frontera Materials	La Joya pit	$ 9.85	85%	$ 8.37
	Progresso pit	$ 9.85	85%	$ 8.37
Type D Hot Mix- LIMESTONE Frontera Materials	La Joya pit	$ 9.85	85%	$ 8.37
	Progresso pit	$ 9.85	85%	$ 8.37
CRUSHED CALICHE				
Frontera Materials	490 pit	$ 4.90	85%	$ 4.17
Frontera Materials	ravis pit	$ 5.90	85%	$ 5.02
Martin Marietta	Jericho pit	$ 5.90	85%	$ 5.02

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-170-07-22

THIS CONTRACT is made and entered into this **22nd** day of **July, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Bernardo Saenz Jr. dba Universal Trucker, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Hauling Services (Cold Mix, Typed D Hot Mix-Gravel and Limestone)**" for **Precinct No. 2** (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 agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. 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 **August 14, 2008** and ending on **August 13, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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 **Bernardo Saenz dba Universal Truckers, Inc.**
PO Box 653
Alamo, Texas 78516

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Bernardo Saenz, Jr. dba Universal Truckers
By:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County Precinct No. 2
REQUEST FOR BIDS
"Hauling Services"
BID No. 2008-170-05-28 SMA

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES"
BID NO. 2008-170-05-28-SMA
SPECIFICATIONS

1. It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of One (1) year with the County's sole discretion to extend for an additional year. Hauling services will be requested on an **as needed basis** by the precinct.

2. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and 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 hauler(s) will be advised. Location of current pits and plants are as follows:

   Cold Mix - Frontera Materials La Joya Plant 3 miles N of US 83 on FM 2221

   Type D Hot Mix - Gravel- Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015

   Type D Hot Mix – Limestone - Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015

   Crushed Caliche - Frontera Materials- 490 Pit- 4 Miles West of US 281 on FM 490 & Reavis Pit 3 miles N of US 83 on FM 2221; and Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

3. Bid price must be on a **per ton basis.**

4. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

6. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

7. Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "D".

8. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

9. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E" upon award.

10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor 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 the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

11. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported, and to hold the bid for a period of ninety (90) days without taking action thereon.

12. 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 day's written notice prior to cancellation.

13. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

14 **Market Volatility and Unit Price Adjustments:**
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

i) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market

conditions that warrant an adjustment in bid prices contained in the contract.

ii) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

iii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iv) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

v) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

vi) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-

five percent (25%) of the original contract price during the contract term.

15. **ADDITIONAL INFORMATION**

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Sandra Montalvo or Rolando Flores. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandra.montalvo@co.hidalgo.tx.us by no later than**, Wednesday, May 21, 2008 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., Friday, May 23, 2008**.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2 "HAULING SERVICES"

BID NO. 2008-170-05-28-SMA

BID PAGE

I. Award will be based on the lowest bid per ton meeting all required specifications.

SAMPLE:			$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**		**Total Cost Per Ton:**	**Fuel Costs Percentage Per Ton:**	**Current / Base Fuel Cost:**
Cold Mix - Frontera Materials	La Joya Plant		$9.25	80%	$7.40
Type D Hot Mix - Gravel – Frontera Materials	La Joya Plant		$9.25	80 %	$7.40
	Progresso Plant		$9.25	80 %	$7.40
Type D Hot Mix - Limestone - Frontera Materials	La Joya Pit		$9.25	80 %	$7.40
	Progresso Pit		$9.25	80 %	$7.40
Crushed Caliche –	Frontera Materials	490 Pit	$5.45	80 %	$4.36
		Ravis Pit	$5.98	80 %	$4.78
	Martin Marietta, Jericho Pit		$5.98	80 %	$4.78

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following: A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for May 14, 2007. For each 10% (increase or decrease) in the OPIS Index of May 14, 2007 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99) In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 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. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Universal Trucking Inc.		5/20/2008
Bidder/Vendor Name	Authorized Signature	Date
P.O. Box 653	Alamo TX 78516	(956) 650-0673
Address	City/State/Zip Code	Phone Number

EXHIBIT "E"

Hidalgo County Precinct No. 2
"Hauling Services"
Bid No. 2008-170-05-28-SMA

Hidalgo County Precinct No. 2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
# 60 1999 /FREIGH	1FUYSZYBAXLA[illegible]	2CS907	25	OWNED
# 90 1999/FRHTL	1FUYSZYBXWLP73037	2CS905	25	OWNED
# 09 1998/FRHTL.	1FUYSSEB[illegible]WL896863	2CS896	25	OWNED
# 36 1999/INTL	2XSFAMR9XC042968	2CW251	25	OWNED.
# 30 1999/FRHTL.	1FUYSZYB8XLA58305	2CS906	25	OWNED.
#110 1997/FRHTL.	1FUYSSEB2VP704999	2CS897	25	OWNED
#180 1999/FRHTL.	1FUYCDYB6XLA06750	2CS898	25	OWNED
#187 1999/FRHTL	1FUYSZYB9XLA60798	2CS904	25	OWNED.
#157 1998/FRHTL.	1FUYSZYB7WL972928	2CS903	25	OWNED
#40 1998/FRHTL.	1FUYSZYB1WL972696	2CS899	25	OWNED.
#400 1998/FRHTL.	1FUYSZYB5WL957540	2CS901	25	OWNED.
#06 1999/FRHTL.	1FUYSZYBXXLA24186	2CS902	25	OWNED.
#36 1998/VOLVO	4VG7DEB6WN747026	2CC349	25	OWNED
#4 1995/FRHTL.	1FUYDXYPSRH657373	2CD454	25	OWNED
#52 1995/VOLVO	4VLVDBPFX5N709641	W51600	25	OWNED
#33 1993/MACK	1M1AA14YDPW024040	2CB070	25	OWNED.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

4/23/2008

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

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:	Southern County Mutual Ins. Co.	
INSURER B:	Republic Lloyds Ins. Co.	
INSURER C:	Texas Workforce Co.	
INSURER D:		
INSURER E:		

INSURED
Bernardo Saenz Jr. Dba Universal Truckers, Inc.
P.O. Box 653
Alamo Tx, 78516

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		X COMMERCIAL GENERAL LIABILITY	LGL-100876-05	4/23/2008	4/23/2009	EACH OCCURRENCE	$ 1,000,000.00
		CLAIMS MADE [ ] OCCUR [ ]				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000.00
						MED EXP (Any one person)	$ 5,000.00
						PERSONAL & ADV INJURY	$ 1,000,000.00
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 1,000,000.00
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 1,000,000.00
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO	STC-555435-05	4/23/2008	4/23/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000.00
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS [ ] OTH-ER	500,000.00
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TSF-00317776-04	4/23/2008	4/23/2009	E.L. EACH ACCIDENT	$ 100,000.00
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000.00
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

1999-FRHT#1FUYSZYBXXLA24186,1998-FRHT#1FUYSSEB3WL896863, 1997-FRHT#1FUYSSEB2VP704999
1998-FRHT#1FUYSZYB7WL972928,1999-FRHT#1FYPCDYB6XLA06750, 1999-FRHT#1FUYSZYB9XLA00798
1999-FRHT#1FUYSZYB8XLA58305, 1998-FRHT#1FUYSZYB1WL972696, 1994-FRHT#1FUYDXYB5RH657373
1999-FRHT#1FUYSZYBAXLA00773, 1998-FRHT#1FUYSZYBXWL973037, 1999-INTL#2HSFHAMR9XCO42968
1999-FRHT#1FUYDZYB7SP568525,2000-FRHT#1FUYS7PB3VL1328210,1995-VOLVO#4VIWDBJH8SN725853

CERTIFICATE HOLDER

HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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
H Campos

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-170A-07-22

THIS CONTRACT is made and entered into this **22nd** day of **July**, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling's Service, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Hauling Services(Crushed Caliche)**" for **Precinct No. 2** (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 agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. 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 **August 14, 2008** and ending on **August 13, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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 **Roy's Hauling Service, Inc.**
PO Box 1896
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Roy's Hauling Service, Inc.
By:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County Precinct No. 2
REQUEST FOR BIDS
"Hauling Services"
BID No. 2008-170-05-28 SMA

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES"
BID NO. 2008-170-05-28-SMA
SPECIFICATIONS

1. It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of One (1) year with the County's sole discretion to extend for an additional year. Hauling services will be requested on an **as needed basis** by the precinct.

2. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and 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 hauler(s) will be advised. Location of current pits and plants are as follows:

   Cold Mix - Frontera Materials La Joya Plant 3 miles N of US 83 on FM 2221

   Type D Hot Mix - Gravel- Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015

   Type D Hot Mix – Limestone - Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015

   Crushed Caliche - Frontera Materials- 490 Pit- 4 Miles West of US 281 on FM 490 & Reavis Pit 3 miles N of US 83 on FM 2221; and Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

3. Bid price must be on a **per ton basis.**

4. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

6. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

7. Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "D".

8. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

9. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E" upon award.

10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor 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 the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

11. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported, and to hold the bid for a period of ninety (90) days without taking action thereon.

12. 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 day's written notice prior to cancellation.

13. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

14 **Market Volatility and Unit Price Adjustments:**
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

i) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market

conditions that warrant an adjustment in bid prices contained in the contract.

ii) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

iii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iv) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

v) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

vi) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-

five percent (25%) of the original contract price during the contract term.

15. **ADDITIONAL INFORMATION**

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Sandra Montalvo or Rolando Flores. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandra.montalvo@co.hidalgo.tx.us by no later than**, Wednesday, May 21, 2008 at 5:00 P.M**., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., Friday, May 23, 2008**.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2 "HAULING SERVICES"

BID NO. 2008-170-05-28-SMA

BID PAGE

Award will be based on the lowest bid per ton meeting all required specifications.

SAMPLE:			$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**		**Total Cost Per Ton:**	**Fuel Costs Percentage Per Ton:**	**Current / Base Fuel Cost:**
Cold Mix - Frontera Materials	La Joya Plant		$ 9.85	85%	$ 8.37
Type D Hot Mix - Gravel – Frontera Materials	La Joya Plant		$ 9.85	85%	$ 8.37
	Progresso Plant		$ 9.85	85%	$ 8.37
Type D Hot Mix - Limestone - Frontera Materials	La Joya Pit		$ 9.85	85%	$ 8.37
	Progresso Pit		$ 9.85	85%	$ 8.37
Crushed Caliche –	Frontera Materials	490 Pit	$ 4.90	85%	$ 4.17
		Ravis Pit	$ 5.90	85%	$ 5.02
	Martin Marietta, Jericho Pit		$ 5.90	85%	$ 5.02

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following: A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for May 14, 2007. For each 10% (increase or decrease) in the OPIS Index of May 14, 2007 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99) In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 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. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

ROY'S HAULING SERVICE, INC.	Kay Baldwin	05/28/2008
Bidder/Vendor Name	Authorized Signature	Date
P.O. BOX 1896	EDINBURG, TEXAS 78540	(956)383-2206
Address	City/State/Zip Code	Phone Number

EXHIBIT "E"

Hidalgo County Precinct No. 2
"Hauling Services"
Bid No. 2008-170-05-28-SMA

Hidalgo County Precinct No. 2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1998 INTL	2HSFHRER0XC066851	2CT879	22-24	OWNED
2000 INTL	2HSFTAER0YC037950	2CT877	22-24	OWNED
2000 INTL	2HSFTAER9YC037946	2CT878	22-24	OWNED
2000 MACK	1M1AA13Y2YW131349	2CT876	22-24	OWNED
1999 INTL	2HSFHAER3WC044857	2CT881	22-24	OWNED
1999 MACK	1M1AA12Y9XW111180	2CT880	22-24	OWNED
2000 PETERBILT	1XPCDU9X5YD483173	2CT875	22-24	OWNED

Client#: 9117

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/08

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		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	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001189521	04/02/08	04/02/09	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				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

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 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
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/07

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
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A USF Insurance Company	25887
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	LGBGL55082R1	10/27/07	10/27/08	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
		X BI/PD				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$Included
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		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
CERTIFICATE HOLDER is listed as an ADDITIONAL INSURED but only with respects to the named insured's business operations.

CERTIFICATE HOLDER

Hidalgo County
100 E Cano 4th Floor
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 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
Brian E Lewis

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Client#: 9117 ROYSHAU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

VALMOR INSURANCE AGENCY
1303 N. 10th STREET, STE 1
McALLEN, TEXAS 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

ROY'S HAULING SERVICE
P.O. BOX 1896
EDINBURG, TEXAS 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITRIN CO. MUTUAL INS.	
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 LTR	ADD'L 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	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☒ ALL OWNED AUTOS	FCNCCV2300075	08/16/07	08/16/08		
		☒ SCHEDULED AUTOS				BODILY INJURY (Per person)	$
		☒ HIRED AUTOS					
		☒ NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	$
		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

1995 MACK #4810, 1999 MACK #1180, 2000 MACK #1349, 1998 INTL #4857, 1999 INTL #6851, 2000 INTL #7950, 2000 INTL #7946, 2001 STERLING #6157 2001 STERLING #8205, 2000 PETERBILT #3173, 2000 PETERBILT #3178, 1991 INTL #9129 , 1991 INTL #0983

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 E. CANO
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 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

Marshall Dawson

© ACORD CORPORATION 198

AI-10226 **20.D.2.**

PRECINCT NO 2 - SOQ

CC REGULAR

Date: 07/22/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Construction Material Testing Engineering Services in connection with Hidalgo County Precinct No 2 Projects;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Construction Material Testing Engineering Services required for the design construction of Hidalgo County Precinct No 2 Projects;
1st._____; 2nd._____; 3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Construction Material Testing Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Construction Material Testing Engineering Services for Hidalgo County Precinct No 2 Projects.
D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Construction Material Testing Engineering Services in connection with Hidalgo County Precinct No 2 Projects;
E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Construction Material Testing Engineering Services required for the design construction of Hidalgo County Precinct No 2 Projects;
1st._____ 2nd._____; 3rd._____;
F. Authority for the Purchasing Department to negotiate a professional Construction Material Testing Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Construction Material Testing Engineering Services for Hidalgo County Precinct No 2 Projects.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

For funding availability please see the attached expense report.

Attachments

Link: 10226

Link: 2008 Exp Rpt for Dpt 122 Obj 334, 720-739 7/17/08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 01:39 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 02:55 PM	APRV
3	Dale Kennan	Dale Kennan	07/17/2008 03:09 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Laura Moya Started On: 07/16/2008 04:56 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY PRECINCT NO 2
FOR
VARIOUS PROJECTS

Scoring & Evaluation GRID

Construction Material Testing Engineering FIRMS

Total Scores	**Raba Kistner**	**L & G Engineers**	**Professional Service Industries Inc.**
Scores	**100**	**97**	**95**
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

HIDALGO COUNTY PRECINCT NO 2
FOR
VARIOUS PROJECTS

Scoring & Evaluation GRID

Construction Material Testing Engineering FIRMS

Total Scores	**Millennium Engineers**	**L & G Engineering**	**Professional Service Industries**
Scores	**100**	**97**	**95**
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-432-00-122-001-0-334	SANITATION PCT.2-ENGINEER & ARCHITECT	.00	.00	.00	.00	.00	.00
8-1100-466-00-122-018-0-739	PCT 2 CRC-OTHER STRUCTURES	1,485.48	.00	.00	.00	1,485.48	.00
8-1100-466-00-122-082-0-739	PCT 2 CRC S TOWER RD-OTHER STRUCTURES	74,595.00	.00	.00	.00	74,595.00	.00
1100 GENERAL FUND		**76,080.48**	**.00**	**.00**	**.00**	**76,080.48**	**.00**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-334	PCT.2 P/U RD-ENGINEER & ARCHITECT SRV	181,336.22	31,336.22	.00	.00	150,000.00	17.28
8-1202-431-00-122-006-0-731	PCT.2 P/U RD-ROADS	265,155.55	75,720.13	44,357.62	44,357.62	145,077.80	45.29
8-1202-431-00-122-006-0-732	PCT.2 P/U RD-BRIDGES	6,696.68	675.84	.00	.00	6,020.84	10.09
8-1202-431-00-122-006-0-734	PCT.2 P/U RD-SUBDIVISION STREETS	120,766.96	53,047.23	45,354.74	45,354.74	22,364.99	81.48
8-1202-431-00-122-006-0-739	PCT.2 P/U RD-OTHER STRUCTURES	20,000.00	.00	.00	.00	20,000.00	.00
8-1202-431-00-122-026-0-731	OWASSA RD (JACKSON-R. LONGORIA)-ROADS	94,060.00	42,030.00	.00	.00	52,030.00	44.68
8-1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	15,625.66	3,361.54	.00	.00	12,264.12	21.51
8-1202-431-00-122-028-0-731	S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-RD	130,000.00	38,894.28	68,860.32	68,860.32	22,245.40	82.89
8-1202-431-00-122-031-0-733	TOWER RD-DRAINAGE DITCHES & STRUCTURES	8,312.10	.00	.00	.00	8,312.10	.00
8-1202-431-50-122-006-0-733	PCT.2 P/U RD-DRAINAGE DITCHES & STRUCTUR	19,680.25	.00	.00	.00	19,680.25	.00
8-1202-431-50-122-031-0-733	TOWER RD-DRAINAGE DITCHES & STRUCTURES	8,312.10	8,312.10	.00	.00	.00	100.00
1202 R&B PRECINCT NO.2		**869,945.52**	**253,377.34**	**158,572.68**	**158,572.68**	**457,995.50**	**47.35**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-334	PARKS PCT.2-ENGINEER &ARCHITECT SERVICES	8,000.00	.00	.00	.00	8,000.00	.00
8-1212-452-00-122-008-0-720	PARKS PCT.2-BUILDINGS	51,906.07	5,185.60	46,670.47	46,670.47	50.00	99.90
8-1212-452-00-122-008-0-731	PARKS PCT.2-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
8-1212-452-00-122-008-0-733	PARKS PCT.2-DRAINAGE DITCHES & STRUCTURE	1,000.00	.00	.00	.00	1,000.00	.00
8-1212-452-00-122-008-0-739	PARKS PCT.2-OTHER STRUCTURES	275,230.82	230,244.75	30,407.06	30,407.06	14,579.01	94.70
1212 PARKS PRECINCT NO.2		**337,136.89**	**235,430.35**	**77,077.53**	**77,077.53**	**24,629.01**	**92.69**
1302 TAX NOTES, SERIES 2007							
8-1302-466-00-122-022-0-720	TAX NOTES,2007-PCT2 CRC S.TOWER-BUILDING	1,061,390.80	158,364.30	898,738.82	898,738.82	4,287.68	99.60
1302 TAX NOTES, SERIES 2007		**1,061,390.80**	**158,364.30**	**898,738.82**	**898,738.82**	**4,287.68**	**99.60**
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	110.40	.00	.00	.00	110.40	.00
8-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	7.00	.00	.00	.00	7.00	.00
8-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	2,781.78	.00	.00	.00	2,781.78	.00
8-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	1,254.55	.00	.00	.00	1,254.55	.00
8-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	8,566.04	.00	.00	.00	8,566.04	.00
8-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	10,902.41	.00	.00	.00	10,902.41	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-079-0-731	PCT.2-PRIMAVERA 2/JESSICA-ROADS	5,718.36	.00	.00	.00	5,718.36	.00
8-1310-431-00-122-080-0-731	PCT.2-PRIMAVERA 2/ROSIE-ROADS	6,125.36	.00	.00	.00	6,125.36	.00
8-1310-431-00-122-490-0-731	PCT.2-ALAMO ORCHARDS-ROADS	591.08	.00	.00	.00	591.08	.00
8-1310-431-00-122-496-0-334	PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
8-1310-431-00-122-496-0-731	PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	12,901.82	.00	.00	.00	12,901.82	.00
8-1310-431-00-122-497-0-334	PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
8-1310-431-00-122-497-0-731	PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	13,778.33	.00	.00	.00	13,778.33	.00
8-1310-431-00-122-520-0-334	PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	8,050.00	.00	.00	.00	8,050.00	.00
8-1310-431-00-122-520-0-731	PCT.2-PLUMOSA VILLAGE-ROADS	75,900.00	.00	.00	.00	75,900.00	.00
8-1310-431-00-122-535-0-334	PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	3,967.50	.00	.00	.00	3,967.50	.00
8-1310-431-00-122-536-0-334	PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	3,081.00	.00	.00	.00	3,081.00	.00
8-1310-431-00-122-544-0-731	PCT.2-TIERRA BONITA/MARIE CIR S-ROADS	35,701.39	.00	.00	.00	35,701.39	.00
8-1310-431-00-122-547-0-731	PCT.2-WHITEWING/DOVE-ROADS	4,103.30	.00	.00	.00	4,103.30	.00
8-1310-431-00-122-548-0-731	PCT.2-WHITEWING/PELICAN-ROADS	94.90	.00	.00	.00	94.90	.00
1310 BORDER COLONIA ACCESS PROGRAM		**195,409.22**	**.00**	**.00**	**.00**	**195,409.22**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-199-1-733	COUNTRY LIVING ESTATES-DRAINAGE DITCHES	33,350.75	.00	.00	.00	33,350.75	.00
8-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	8,855.10	8,855.10	.00	.00	.00	100.00
8-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	182,237.96	.00	.00	.00	182,237.96	.00
8-1311-431-00-122-252-0-334	ELDORA GARDENS-ENG & ARCH SRV	2,709.60	1,354.80	1,354.80	1,354.80	.00	100.00
8-1311-431-00-122-252-0-733	ELDORA GARDENS-DRAINAGE DITCHES	6,828.19	.00	.00	.00	6,828.19	.00
8-1311-431-00-122-252-0-734	ELDORA GARDENS-SUBDIVISION STREETS	50,073.41	.00	.00	.00	50,073.41	.00
8-1311-431-00-122-253-0-334	SANTANA SUBD/ELDORA RD-ENG & ARCH SRV	2,283.97	2,283.97	.00	.00	.00	100.00
8-1311-431-00-122-253-0-733	SANTANA SUBD/ELDORA RD-DRAINAGE DITCHES	56,552.00	56,552.00	.00	.00	.00	100.00
8-1311-431-00-122-406-1-334	LAS BRISAS-ENG & ARCH SRV	57,982.80	57,982.80	.00	.00	.00	100.00
8-1311-431-00-122-406-1-733	LAS BRISAS-DRAINAGE DITCHES	116,893.32	.00	.00	.00	116,893.32	.00
8-1311-431-00-122-406-1-734	LAS BRISAS-SUBDIVISION STREETS	370,162.20	.00	.00	.00	370,162.20	.00
8-1311-431-00-122-412-0-334	LAS HACIENDAS-ENG & ARCH SRV	3,399.66	1,699.83	1,699.83	1,699.83	.00	100.00
8-1311-431-00-122-484-1-334	MORNING SUN-ENG & ARCH SRV	2,110.80	2,110.80	.00	.00	.00	100.00
8-1311-431-00-122-484-1-733	MORNING SUN-DRAINAGE DITCHES	29,255.69	.00	.00	.00	29,255.69	.00
8-1311-431-00-122-494-1-334	NORTH ALAMO VILLAGE-ENG & ARCH SRV	4,316.82	4,316.82	.00	.00	.00	100.00
8-1311-431-00-122-494-1-733	NORTH ALAMO VILLAGE-DRAINAGE DITCHES	142,190.72	79,619.72	62,571.00	62,571.00	.00	100.00
8-1311-431-00-122-494-1-734	NORTH ALAMO VILLAGE-SUBDIVISION STREETS	100,422.35	76,848.10	23,574.25	23,574.25	.00	100.00
8-1311-431-00-122-503-1-334	NORTHSIDE VILLAGE #2-ENG & ARCH SRV	2,103.68	2,103.68	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-503-1-733	NORTHSIDE VILLAGE #2-DRAINAGE DITCHES	40,182.00	38,740.00	1,442.00	1,442.00	.00	100.00
8-1311-431-00-122-503-1-734	NORTHSIDE VILLAGE #2-SUBDIVISION STREETS	72,064.90	33,137.86	36,097.80	36,097.80	2,829.24	96.07
8-1311-431-00-122-557-1-334	PENTECOSTAL-ENG & ARCH SRV	1,881.50	1,881.50	.00	.00	.00	100.00
8-1311-431-00-122-557-1-733	PENTECOSTAL-DRAINAGE DITCHES	18,175.29	.00	.00	.00	18,175.29	.00
8-1311-431-00-122-557-1-734	PENTECOSTAL-SUBDIVISION STREETS	60,847.71	.00	.00	.00	60,847.71	.00
8-1311-431-00-122-568-0-733	PRIMAVERA I-DRAINAGE DITCHES	1,353.57	.00	.00	.00	1,353.57	.00
8-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	7,073.36	3,536.68	3,536.68	3,536.68	.00	100.00
8-1311-431-00-122-580-1-734	RSW UNIT # 1-SUBDIVISION STREETS	148,540.56	.00	.00	.00	148,540.56	.00
8-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	4,829.44	4,829.44	.00	.00	.00	100.00
8-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	2,126.04	2,126.04	.00	.00	.00	100.00
8-1311-431-00-122-605-1-733	RED BARN-DRAINAGE DITCHES	11,608.18	.00	.00	.00	11,608.18	.00
8-1311-431-00-122-620-0-334	ROADRUNNER #2-ENG & ARCH SRV	6,839.36	6,839.36	.00	.00	.00	100.00
8-1311-431-00-122-620-0-733	ROADRUNNER #2-DRAINAGE DITCHES	109,156.19	.00	79,189.00	79,189.00	29,967.19	72.55
8-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	171,080.13	64,677.86	46,258.96	46,258.96	60,143.31	64.84
8-1311-431-00-122-683-0-334	SOUTH FORK ESTATES-ENG & ARCH SRV	5,865.00	.00	5,865.00	5,865.00	.00	100.00
8-1311-431-00-122-693-0-334	SOUTH SIDE VILLAGE-ENG & ARCH SRV	903.70	903.70	.00	.00	.00	100.00
8-1311-431-00-122-693-0-734	SOUTH SIDE VILLAGE-SUBDIVISION STREETS	37,955.40	.00	.00	.00	37,955.40	.00
8-1311-431-00-122-740-0-334	TINY ACRES-ENG & ARCH SRV	3,328.20	1,664.10	1,664.10	1,664.10	.00	100.00
8-1311-431-00-122-740-0-733	TINY ACRES-DRAINAGE DITCHES	16,774.13	.00	.00	.00	16,774.13	.00
8-1311-431-00-122-740-0-734	TINY ACRES-SUBDIVISION STREETS	53,118.07	.00	.00	.00	53,118.07	.00
8-1311-431-00-122-767-1-334	VAL BAR ESTATES-ENG & ARCH SRV	1,475.60	1,475.60	.00	.00	.00	100.00
8-1311-431-00-122-767-1-733	VAL BAR ESTATES-DRAINAGE DITCHES	21,691.32	.00	.00	.00	21,691.32	.00
8-1311-431-00-122-767-1-734	VAL BAR ESTATES-SUBDIVISION STREETS	40,283.88	.00	.00	.00	40,283.88	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**2,008,882.55**	**453,539.76**	**263,253.42**	**263,253.42**	**1,292,089.37**	**35.68**
1315 TXDOT PROJECTS							
8-1315-431-00-122-016-0-731	TXDOT ROW-"I" ROAD-ROADS	515,208.62	72,897.38	.00	.00	442,311.24	14.15
8-1315-431-00-122-016-0-732	TXDOT ROW-"I" ROAD-BRIDGES	8,000.00	.00	.00	.00	8,000.00	.00
8-1315-431-00-122-028-0-731	TXDOT ROW-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
8-1315-431-30-122-023-0-732	TXDOT-CR790-BRIDGES	10,467.30	.00	10,467.30	10,467.30	.00	100.00
1315 TXDOT PROJECTS		**602,339.51**	**72,897.38**	**10,467.30**	**10,467.30**	**518,974.83**	**13.84**
1332 CERT OF OBLIG,SERIES 2002							
8-1332-431-00-122-016-0-731	C.O.,2002-R&B PCT.2-ROADS	38,761.11	.00	.00	.00	38,761.11	.00
1332 CERT OF OBLIG,SERIES 2002		**38,761.11**	**.00**	**.00**	**.00**	**38,761.11**	**.00**
1334 CERT OF OBLIG,SERIES 2004							

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1334 CERT OF OBLIG,SERIES 2004						
8-1334-431-00-122-021-0-720 C.O.,2004-PCT 2-BUILDINGS	1,250,000.00	.00	.00	.00	1,250,000.00	.00
1334 CERT OF OBLIG,SERIES 2004	**1,250,000.00**	**.00**	**.00**	**.00**	**1,250,000.00**	**.00**
8 YEAR	**6,439,946.08**	**1,173,609.13**	**1,408,109.75**	**1,408,109.75**	**3,858,227.20**	**40.09**

AI-10233 **20.D.3.**

Change Order No. 2 for South Tower Park Project
CC REGULAR

Date: 07/22/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 2 (decrease) in the amount of $2,837.50 in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document.

BACKGROUND

Original Contract Price of $223,399.50 is being funded by Urban County. (Project RFB #5007-92-0306-5000-9200-ML located in Pct. #2)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Net decrease of $2,837.50. PO #605197 has $117,830.50 available as of 7/17/08 to cover countys portion of project.

Attachments

Link: Change Order No 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 04:08 PM	APRV
3	Dale Kennan	Dale Kennan	07/17/2008 04:23 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Rocio Villarreal — Started On: 07/17/2008 09:29 AM

Final Approval Date: 07/18/2008

CHANGE ORDER NUMBER TWO (2)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: July 15, 2008 EFFECTIVE DATE: July 15, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-8200-ML

CONTRACTOR: UNITED CONTRACTOR
RL 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDING A SANITARY SEWER FIBERGLASS MANHOLE
2. REMOVED AN 8" SANITARY SEWER CLEANOUT
3. 631 LF OF 4 FT VALLEY GUTTER WAS REDUCED ON 425 LF
4. ADDING A DEEP CONCRETE STORM SEWER MANHOLE AND CASING FOR SANITARY SEWER PIPE
5. 20 DAYS WERE ADDED TO THE CONSTRUCTION TIME

Reason for Change Order:

1 SANITARY SEWER REQUESTED BY CITY OF ALAMO UTILITY DEPARTMENT
2. CLEANOUT REPLACED BY SANITARY SEWER MANHOLE
3. CONCRETE VALLEY GUTTER WAS REDUCED BECAUSE DRAIN DESIGN WAS CHANGED
4. STORM CONCRETE MANHOLE IS NEEDED TO AVOID SANITARY SEWER PIPE
5. CONSTRUCTION TIME WAS INCREASED BECAUSE EXTRA WORK WAS REQUESTED

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 223,399.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 7,674.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 231,073.50		Contract Time prior to this Change Order Substantial Completion:	75 calendar days or dates
Net increase (decrease) of this Change Order $ (2,837.50)		Net increase (decrease) of this Change Order	20 calendar days
Contract Price with all approved Change Orders $ 228,236.00	Net % increase (decrease) from original contract price. 2.20 %	Contract Time with all approved Change Orders Completion:	95 calendar days or dates

RECOMMENDED:
By: [signature] P.E.
Engineer (Authorized Signature)
Date: 7/16/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 7-16-08

HIDALGO COUNTY PRECINCT #2
COMMISSIONER
HECTOR "TITO" PALACIOS

FACSIMILE TRANSMITTAL SHEET

TO: Letty	FROM: Mary Meave
COMPANY: Purchasing Dept.	DATE: 7/16/08
FAX NUMBER: (956) 318-2629	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	SENDER'S PHONE NUMBER: (956) 787-1891
RE:	YOUR FAX NUMBER: (956) 787-4683

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

The Acct# is 1100-466-00-122-082-0-720

IF YOU HAVE ANY QUESTIONS PLEASE CALL.

THANK YOU

301 EAST STATE AVE.
PHARR, TX 78577

AI-10236 **20.E.1.**

Requesting Approval of Work Authorization No. 6 and 8 from Javier Hinojosa Engineering for Pct 3

CC REGULAR

Date: 07/22/2008
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 consideration, discussion, acceptance, and approval of Work Authorization No. 6 (with a estimated cost of $2,000.00) for "Lots 17 and 18 in Western Palms Subdivision" and Work Authorization No. 7 (with a estimated cost of $6,000.00) for "Right Of Way between Block 13 & 14 Homeville Assoc. Subdivision "D" and Right of Way for exisiting Roadway located South of Lots 26, 27, 28, 29 & 30 Homeville Association Subdivision "A" with Javier Hinojosa Engineering, to provide engineer services to Hidalgo County Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
Avail. Balance $205,006.43

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-334
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
Avail. Balance $17,000.00

Attachments

Link: WA 6 & 7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 04:02 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 04:09 PM	APRV
3	Rey Salazar	Rey Salazar	07/18/2008 08:41 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Rocio Villarreal

Started On: 07/17/2008 10:21 AM

Final Approval Date: 07/18/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 6

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of two surveys and metes and bounds descriptions for two parcels to be acquired for street right of way within Lots 17 and 18 Western Palms Subdivision.**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$2,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. **6** shall be funded through funding source:
Account No. 0-1703-431-00-023-005-0-731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. #6.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2008.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "D"
Hidalgo County Precinct No. 3 Paving Improvements
Western Palms Subdivision
Prepared By: Javier Hinojosa Engineering
July 15, 2008

A. Western Palms Subdivision : Engineering Fee - Prepare Right of Way Parcels (2 Each @ $1,000.00)

Engineering Fee : **$2,000.00**

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 7

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required to establish the existing road right of way as follows:**

1. **Establish road right of way between Block 13 & 14 Homeville Association Subdivision "D".**
2. **Establish road right of way for existing roadway located south of Lots 26, 27, 28, 29 & 30 Homeville Association Subdivision "A".**

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 **$6,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:
Account No 8-1203-431-00-123-005-0-334
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. #7.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2008.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

By: Juan D Salinas III, County Judge or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "D"
Hidalgo County Precinct No. 3 Paving Improvements
Homeville Association Subdivision "A" & "D"
Prepared By: Javier Hinojosa Engineering
July 15, 2008

A. Homeville Associations Subdivision "A"

1. Establish road right of way for existing roadway located south of Lots 26, 27, 28, 29 & 30 Homeville Association Subdivision "A".

Subtotal Engineering Fee : $3,000.00

B. Homeville Associations Subdivision "D"

1. Establish road right of way between Block 13 & 14 Homeville Association Subdivision "D".

Subtotal Engineering Fee : $3,000.00

Total Engineering Fee : $6,000.00

PRECINCT 3
9562052009 07/16/2008 14:05

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

Hidalgo County Precinct #3

Fax

To:	Rocio Villarreal, Contract Manager	**From:**	Norma Ceballos
	Hidalgo County Purchasing Dept.		Hidalgo County Precinct #3
Fax:	(956)318-2629	**Pages:**	27
Phone:		**Date:**	July 16, 2008
Re:	Work Auth. #6 and #7	**CC:**	
	For CC approval		

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

AI-10237 **20.E.2.**

Requesting for approval of payment of Invoice No. 08062
CC REGULAR

Date: 07/22/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Approval of Request for Payment on invoice no. 08062 in the amount of $ 5,500.00, from Javier Hinojosa Engineering, contracted engineer for "Wood Development No. 2 (Perezville)" C-05-271-09-06

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-003-0-734
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

$5,500.00 available balance as of 07/18/08. Funding allocated on PO#603693

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 04:03 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 04:09 PM	APRV
3	Rey Salazar	Rey Salazar	07/18/2008 08:44 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Rocio Villarreal Started On: 07/17/2008 10:32 AM

Final Approval Date: 07/18/2008

132 458
603693

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08062

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: May 20, 2008 Project Name: Wood Develoment No. 2 (Perezville)

Description

P.O.#603693

Engineering services rendered for completion of an overall map of the Wood Development No. 2 as required by Hidalgo County Precinct No. 3 for their use in paving the streets within this development.

Contract Amount:	**$5,500.00**
Amount To Date:	**$5,500.00**
Amount Paid To Date:	**$0.00**
Amount Due This Invoice:	**$5,500.00**

Office Use Only

INVOICE RECEIVED BY: TMC **on** 5/22/08

GOODS/SERVICES RECEIVED BY: Raul Ramirez **on** 5/20/08

8-1203-431-00-123-003-0-734

We Appreciate Your Business.

05/22/2008 14:27 9567995668 PRECINCT 3 PAGE 02/02

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

Hidalgo County Precinct #3

Fax

To:	Rocio Villarreal, Contract Manager	**From:**	Norma Ceballos
	Hidalgo County Purchasing Dept.		Hidalgo County Precinct #3
Fax:	(956)318-2629	**Pages:**	2
Phone:		**Date:**	July 8, 2008
Re:	J. Hinojosa invoice for cc approval	**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

PAGE 01/02 PRECINCT 3

AI-10253 **20.E.3.**

Requesting approval of agreement with Hinojosa Engineering for thePrecinct No. 3 Pavilion/BBQ/Meeting Room

CC REGULAR

Date: 07/22/2008
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, and approval to execute a professional engineering services contract/agreement for the provision of civil engineering and topographic survey with Hinojosa Engineering, Inc. for the "The Construction of Pavilion/BBQ/Meeting Room for Hidalgo County Precinct No. 3" as authorized & approved for negotiations by CC on 5/27/08.

BACKGROUND

Fiscal Impact

Attachments

Link: contract

Form Routing/Status

Form Started By: Rocio Villarreal
Started On: 07/17/2008 04:43 PM
Final Approval Date: 07/18/2008

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-08-247-07-22

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and Hinojosa Engineering, Inc., Professional Engineers of Mission, Texas, hereinafter called the **"Engineer"**.

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Civil Engineering and Topographic Surveying Services for, "The Construction of a Pavilion/BBQ/Meeting Conference Room," for Hidalgo County Precinct No. 3.

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

ARTICLE 1
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

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

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

ARTICLE 3
Period of Service

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

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

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

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

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

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

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

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

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

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

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

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4
Progress and Coordination

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

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

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

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

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

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

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

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

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be 8% of the Civil On-site Improvements cost and $3,000.00 for topographic survey, and it is subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C-*Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6
Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as

the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

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

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

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

ARTICLE 7. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

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

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

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

supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9
Changes or Revisions in Work

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

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

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents.

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

ARTICLE 11
Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel

and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 12
Subcontracting and Assignment

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

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

ARTICLE 13
Engineer's Seal, Responsibility and Warranties

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

Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

ARTICLE 14
Engineer's Resources

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

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager**

shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and

information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

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

Engineer, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 16
Joint and Several Liability

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

ARTICLE 17
Insurance

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

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to*

the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "E"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4

hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 18
Gratuities

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

ARTICLE 19
Payment of Franchise Tax

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

ARTICLE 20
Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 21
Notices

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

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: Hinojosa Engineering Inc.
108 W. 18th Street
Mission, Texas 78572

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

ARTICLE 22
Miscellaneous Provisions

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

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms

thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

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

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

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

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

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

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23
Signatory Warranty

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

ENGINEER:

HINOJOSA ENGINEERING, INC.

BY: _____
Ricardo Hinojosa, P.E.
President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on July 22, 2008

Approved as to form:

Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Fee Breakdown

EXHIBIT D -Engineer's Contract Rates
EXHIBIT E -Certificate of Insurance (*Hidalgo County*)

EXHIBIT "A"

Services to be Provided by the Owner

GENERAL

Deliverables

EXHIBIT "B"

Services to be Provided by the Engineer

Hidalgo County Adult Probation Building

The following is a list of detailed description of ***basic*** and ***special*** services to be provided by the **Engineer**:

Hinojosa Engineering, Inc. basic services:

- Construction Staking for all Parking Areas

EXHIBIT "C"

See Attachment
Fee Breakdown

1. Engineer Fee

EXHIBIT "D"

Engineer Contract Rates

1.	Survey Crew	-	$85.00/Hr.

EXHIBIT "E"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company	7.1 Name of Authorized Agent

6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code (_____)			Original Signature of Authorized Agent _____ Date		

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury - $750,000 each occurrence

Property Damage - $250,000 each occurrence
$1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

EXHIBIT "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 **Hidalgo County Precinct No. 3 Pavilion /BBQ/Conference Meeting Room–Civil Engineering**

The **Owner** will provide to the **Engineer** the following:

General - Deliverables

EXHIBIT "B"

Services to be provided by the Engineer

Hidalgo County Precinct No. 3 Pavilion /BBQ/Conference Meeting Room – Civil Engineering

The following is a list of detailed descriptions of ***basic*** and ***special*** services to be provided by the **Engineer**:

Hinojosa Engineering, Inc. basic services:

- Construction plans for water and sanitary sewer utilities for new building.
- Construction plans for the new pavement and storm sewer improvements.

Hinojosa Engineering, Inc
Fee Schedule

Professional Civil Engineering Services for Hidalgo County Precinct No. 3
Pavilion /BBQ/Conference Meeting Room for the amount of 8% of Civil On-Site Improvements

1. Civil On-Site Improvements = $ 8% of Civil On-site Improvements
   A. Water and Sanitary Sewer Improvements
   B. Pavement and Storm Sewer Improvements

Exhibit D

Hidalgo County Precinct No. 3 Pavilion /BBQ/Conference Meeting Room- Civil

Engineer and Surveyors Contract Rates

1. Principal	-	$85.00/Hr.
2. Engineer	-	$75.00/Hr.
3. Engineer Technician	-	$60.00/Hr.
4. CADD Technician	-	$40.00/Hr.
5. R.L.P.S.	-	$80.00/Hr.
6. Survey Crew	-	$75.00/Hr.
7. GPS Survey Crew	-	$88.00/Hr.
8. Clerical	-	$25.00/Hr.

SURVEYING

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 **Hidalgo County Precinct No. 3 Pavilion /BBQ/Conference Meeting Room- Surveying**

The **Owner** will provide to the **Engineer** the following:

General - Deliverables

EXHIBIT "B"

Services to be provided by the Engineer

Hidalgo County Precinct No. 3 Pavilion /BBQ/Conference Meeting Room- Surveying

The following is a list of detailed descriptions of ***basic*** and ***special*** services to be provided by the **Engineer**:

Hinojosa Engineering, Inc. basic services:

- Topographic Survey for New Hidalgo County Government Center

Hinojosa Engineering, Inc
Fee Schedule

Topographic Survey Services for Hidalgo County Precinct No. 3 Pavilion /BBQ/Conference Meeting Room for the amount of $3,000.00 (Three Thousand dollars) for On-Site Surveying Only.

1.	Topographic Survey	=	$ 3,000.00

Exhibit D

Hidalgo County Precinct No. 3 Pavilion /BBQ/Conference Meeting Room

Engineer and Surveyors Contract Rates

1. Principal	-	$85.00/Hr.
2. Engineer	-	$75.00/Hr.
3. Engineer Technician	-	$60.00/Hr.
4. CADD Technician	-	$40.00/Hr.
5. R.L.P.S.	-	$80.00/Hr.
6. Survey Crew	-	$75.00/Hr.
7. GPS Survey Crew	-	$88.00/Hr.
8. Clerical	-	$25.00/Hr.

AI-10178 **20.F.1.**

Pct 4-Inv No. ENG 1150 JE Saenz & Associates-C-00-057-02-01 & Inv No. 08M54-3-MEG-C-07-265-10-15

CC REGULAR

Date: 07/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 22 ENG 1150 in the amount of $ 15,000.00 submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with Contract No. C-00-057-02-01 (PO #583717) - "Landfill Cap and Closure, Phase II B" for HIdalgo County Precinct No. 4.
B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 08M54-3 in the amount of $ 605.50 submitted by Millenium Engineers Group with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with Contract No. C-07-265-10-15 and WA #7 (PO #604275)-"Construction Material Testing" for "North Doolittle Road (North of FM 2812)" for Hidalgo County Precinct No. 4.

BACKGROUND

Invoice No. 22 ENG 1150-JE Saenz & Associates PO#583717
Invoice No. 08M54-3-Millenium Engineers Group PO#604275

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-124-001-0-334
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#583717 available balance as of 7/17/08 $100.00. PO increase by $15,000.00 in process. PO total will be $56,450.00 Funding pending an incoming transfer (AI-10168 CC 7-22-08 Consent). Amount that will be transfered into this account is $15,000.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#604275 available balance as of 7/17/08 $2,116.31. Funding available as of 7/17/08.

Attachments

Link: Invoice No. ENG 1150 JE Saenz & Associates

Link: Inv No. 08M54-3-MEG-

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2008 02:36 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 03:14 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/17/2008 10:41 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Letty Saenz Started On: 07/15/2008 05:06 PM

Final Approval Date: 07/18/2008

COUNTY of HIDALGO
OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: JULY 15, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: INVOICE #22 ENG 1150
ACCT. #: 8-1100-432-00-124-001-0-334
P.O.#: 583717

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE, **#22 ENG 1150** IN THE AMOUNT OF **$15,000.00**, FROM **J.E. SAENZ & ASSOCIATES, INC.** ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

LINE-ITEM TRANSFER **AI-10168** (SEE ATTACHED) IN THE AMOUNT OF $15,000.00 HAS BEEN PLACED FOR NEXT WEEK.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: INV. #22 ENG 1150
P.O. 583717
LINE-ITEM TRANSFER

J.E. Saenz & Associates, Inc.

Project Name: INVOICE # 22 ENG 1150

PCT #4 LANDFILL, CLOSURE AND CAP CONSTRUCTION, PHASE II C

ENG 02.028 ' 07/15/2008

Closure Design and Site Management		ESTIMATED COST					WORK COMPLETED TO DATE	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	COST		UNIT	AMOUNT TO DATE
1	Install Methane Probe(8) (Immediate)	EA	$1,950.00	8	$15,600.00		8	$15,600.00
2	Report Submittal for Well Installation to TNRCC (June)	LS	$4,500.00	1	$4,500.00		1	$4,500.00
3	HELP & Stability Models (3rd Quarter, 2002)	LS	$10,000.00	1	$10,000.00		1	$10,000.00
4	Closure Design Package, Specs & QC (3rd Qtr, 2002)	LS	$36,500.00	1	$36,500.00		1	$36,500.00
	Well & Probe Monitoring & Reporting (est only)							$0.00
5	Year 2002 (see disclaimers below)	EA	$12,450.00	4	$49,800.00		4	$49,800.00
6	Minor Amendment Submittal (3rd Qtr)	LS	$5,000.00	1	$5,000.00		1	$5,000.00
	Funds needed, Year 2002				**$121,400.00**			**$121,400.00**
Closure Construction, (To be done by others)								
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	COST			
7	Closure Construction QC, Certifications, & Reporting	LS	$75,000.00	1	$75,000.00		100%	$75,000.00
8	Reshaping and Contouring Existing Soil	CY	$2.50	38500	$96,250.00			N/A
9	Importing Soil & Filling Contours, Intermediate Layer	CY	$5.50	50000	$275,000.00			N/A
10	GCL	SF	$0.40	800000	$320,000.00			N/A
11	Importing Soil & Placement, Erosion Layer	CY	$5.50	27500	$151,250.00			N/A
12	Hydromulching and Slope Stabilization	SF	$0.10	200000	$20,000.00			N/A
	Subtotal				**$937,500.00**			N/A
13	Contingency				$144,525.00			N/A
	Subtotal				$1,082,025.00			**$75,000.00**
Construction Management & Extended Reporting								
14	Site Management during Construction	LS	$176,600.00	1	$176,600.00		100%	$176,600.00
15	Plans, construction surveys	LS	$57,000.00	1	$57,000.00		100%	$57,000.00
16	Project Management	LS	$84,000.00	1	$84,000.00		100%	$84,000.00
17	Year 2003 (see disclaimers below)	EA	$12,450.00	4	$49,800.00		4	$49,800.00
	SUBTOTAL CONSTRUCTION MANAGEMENT				**$367,400.00**			**$367,400.00**
Extended Reporting:								
	Well & Probe Monitoring & Reporting (est only)							
18	Year 2004, including Statistical Plan	EA	$21,450.00	2	$42,900.00		100%	$42,900.00
19	Year 2005, includes Detection Monitoring State	EA	$14,450.00	2	$28,900.00		2	$28,900.00
20	Year 2006	EA	$14,450.00	2	$28,900.00		2	$28,900.00
21	Year 2007	EA	$15,000.00	2	$30,000.00		1	$15,000.00
22	Year 2008	EA	$15,000.00	2	$30,000.00			
23	Year 2009	EA	$15,000.00	2	$30,000.00			
24	Closure Documentation	EA	$11,100.00	1	$11,100.00		100%	$11,100.00
	SUBTOTAL REPORTING, YEAR 2003 - 2006, 2007-2009, ESTIMATES			**SUB-TOTAL**	**$201,800.00**			**$126,800.00**
	TOTAL PROJECTED ENGINEERING AND PROJECT MANAGEMENT COSTS				**$785,600.00**		**TOTAL**	**$690,600.00**

Disclaimers:

1) Any issues that fall outside statistical parameters, that require additional testing, monitoring, reporting, and/or construction.
2) Any removal or redrilling or additional wells required.
3) Any changes demanded based on geologic/statistical comparatives or regulatory requirement changes.
4) Additional quantities for item # 1 above are for the Gas Modification plan

TOTAL, TO DATE	**$690,600.00**
AMOUNT PREVIOUSLY INVOICED	**$675,600.00**
TOTAL DUE, THIS INVOICE	**$15,000.00**

8-1100-432-00-124-001-0.334

Pct. # 410

Pur. Req. # 106687

P.O. # 383217

Rec'd

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS • CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS • RIGHT OF WAY ACQUISITION

LETTER OF TRANSMITTAL & RECEIPT

TO:	Hidalgo County Precinct 4 1102 N. Doolittle Edinburg, Texas 78541	FROM:	Irma Rodriguez
Attn:	Oscar Garza Commissioner Precinct 4	DATE:	July 15, 2008
Project:	Landfill Cap and Closure	JES FILE No.:	ENG.02.028

WE ARE SENDING YOU ☒ ATTACHED ☐ Under separate cover mail delivery the following:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Bid Documents ☐ Specifications
☐ Correspondence ☐ Change order ☐ Contract ☐ Proposal ☒ Other: see below

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approval as submitted ☐ Resubmit ____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ____ corrected prints
☐ For review/comment ☐ Please Sign & Return
☐ For payment ☒ Other: Return_____

Attached please find invoice number ENG. 1150 for the Landfill Cap and Closure Project.

Thank you

RECEIVED_____ DATE 7-15-08 TIME 10:45

JUL 15 2008

COPIES: ☐ FILE ☐ OWNER

P.O. Box 3293
Edinburg, TX 78540

1-866-495-2984

(956) 383-2984
Fax (956) 383-3736

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS

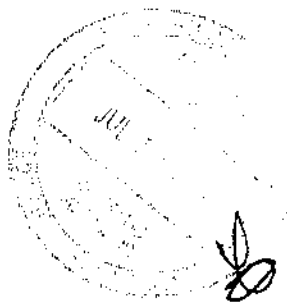
July 15, 2008

To: Oscar Garza, Commissioner Precinct Four
1102 N. Doolittle
Edinburg, Texas 78541

Re: Precinct Four Landfill Cap and Closure, Phase II B
Invoice No. 22
ENG. 02.028

Attached is our Invoice # 22 in the amount of $15,000.00, for the Edinburg Landfill Project. Please call us at (956) 383-2984 if you have any questions.

Invoice Amount (See Attachments)	$15,000.00



H:\Administration\Invoices\ENGINEERING\2002 3 OPEN PROJECTS\ENG. 02.028 LANDFILL\Invoice # 21\Cover # 22.wpd

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540

(956) 383-2984 TEL
(956) 383-3736 FAX

Purchase Order
COUNTY OF HIDALGO

PO#: 583717

DATE: 04/18/07

VENDOR: 188999 REQ:00108651
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:
PCT. REQ. #450

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 CONTRACT #00-057-02-01		
1	LOT	****NOTE **** Previous Purchase Orders associated with this contract where 366633 and 565707, this purchase order will be a continuation of this P.O.'s and for services for modification to contract as stated below. ****Modification to C-00-057-02-01 approved Commissioners' Court of May 03, 2005**** The scope of service submitted by J.E. Saenz & Associates, Inc. is for the "Closure Documentation Phase" as required by TCEQ and for "Extension of Ground Water Detection Monitoring" for Hidalgo County Precinct #4 Landfill, Municipal Solid Waste Permit No. 1593A, attached hereto is Phase II, Part D. ****Fees for this modification are as followed **** (a) Continued bi-annual monitoring and reporting for years (3) 2007, (4) 2008, (5) 2009 is $30,000.00 per year. (b) Closure Documentation will be $11,100.00 ***Note***P.O. will increase as funding becomes available**** REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	41,450.00	41,450.00

COPY

Authorized by: Martha L. Salazar

Purchase Order
COUNTY OF HIDALGO

PO#: 583717

DATE: 04/18/07

VENDOR: 188999 REQ:00108651
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:
PCT. REQ. #450

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
		Total		41,450.00

****

For Hidalgo County use only

8 1-1100-432-00-124-001-0-334

41,450.00

+15,000.00 P.O (1)

Approved

---------- $56,450.00 -15,000

7-1332-432-00-230-008-0-334

$41,450.00

COPY

Authorized by: Martha L. Salazar

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department : Hidalgo County Precinct #4
Contact Name: Rumaldo Munoz Jr
Telephone# (956)-383-3112

Purchase Order Number: 583717
Increase # 1 for this Purchase Order
Procurement Method:
[x] Contract # 00-057-02-01
[ ] Cooperative Awarded Vendor
(TBPC State Awarded, TCPN, TASB-Buyboard)

TO: Vendor Number: 188999
Vendor Name: J.E. Saenz & Associates, Inc.
Address: P.O. Box 3293
Edinburg Texas 78540

[ ] Quotes over &1,000.00 (verbal quotes)
[ ] (attach written quotes)
[ ] Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		
1	Lot	The scope of services submitted by J.E. Saenz & Assoc	$ 15,000.00	$ 15,000.00
		is for the "Closure Documentaiton Phase" as required	$ -	$ -
		by TCEQ and for "Extension of ground wate detection	$ -	$ -
		monitoring" for Hidalgo County Precinct #4 Landfill,	$ -	$ -
		Municipal Solid Waste Permit No. 1593A, attached hereto	$ -	$ -
		is Phase, II Part D:	$ -	$ -
		a) continued bi-annual monitoring and reporting for years	$ -	$ -
		(3) 2007, (4) 2008, (5) 2009 is $30,000.00 per year.	$ -	$ -
		(b) Closure Documentation will be $11,100.00	$ -	$ -
		TOTAL AMOUNT		$ 56,450.00

Account Number: 8-1100-432-00-124-001-0-334

Available Funds: $_____
Amount Liquidated: $_____

Pct. #4 Note:

Reason: P.O. needs to be increased because of under estimating the dollar amount needed for the blanket purchase order. Also P.O will increase as funding becomes available.

Authorization: _____ July 15, 2008
Department Head — Date

Reviewed By: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-10168
Pct. #4 Landfill Transfer
CC CONSENT

2.V.0.

Date: 07/22/2008
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Area: Intradepartmental Transfers:

Information

CAPTION
2008 - Pct. #4 Landfill (1100)

BACKGROUND
To Cover inv #22 Eng 1150 from J.E. Saenz & Associates, Inc. P.O. 583717 and the purchase of 3 new 30 yd open top containers.

Fiscal Impact

Attachments

Link: Pct. #4 Landfill Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Jr. Munoz	07/15/2008 01:23 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Court Administrator			

Form Started By: Jr. Munoz Started On: 07/15/2008 01:23 PM

DATE: **JULY 15, 2008**

DEPARTMENT HEAD: **COMMISSIONER OSCAR L. GARZA JR.**

DEPARTMENT NAME: **HIDALGO COUNTY PCT. #4 LANDFILL**

ACCOUNT NUMBER: **8-1100-432-00-124-001-0-000**

SUBJECTS: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	**ACCOUNT (OBJECT) NAME**	**ACCOUNT NUMBER**	**ACCOUNT (OBJECT) NAME**	**AMOUNT**
8-1100-432-00-124-001-0-421	Disposal	8-1100-432-00-124-001-334	Arch & Eng Svc	$15,000.00
8-1100-432-00-124-001-0-421	Disposal	8-1100-432-00-124-001-748	Other Equip	$16,668.00

TOTAL **$31,668.00**

REASON: **To cover Inv. #22 Eng 1150 from J.E. Saenz & Associates, Inc., P.O. 583717 and for the purchase of three (3) new 30 yd open top containers.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017
REVISED: 6/15/00

HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **Leticia Saenz**
Purchasing Department

FAX NO. ( )-

NO. OF PAGES: 10 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 7/15/2008
TIME: 2:20 AM. / P.M.

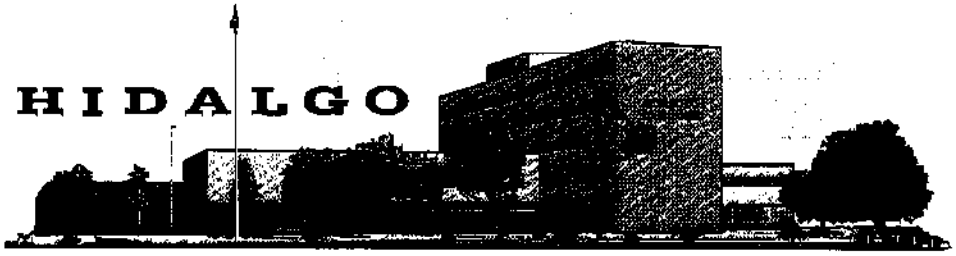
COMMENTS: **Please place on the next Commissioners' Court Any? call me Thanks Rumaldo Munoz Jr.**

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

COUNTY of HIDALGO

OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: JULY 16, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: INVOICE #08M54-3
ACCT. #: 8-1204-431-00-124-007-0-731
P.O.#: 604275

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE, **#08M54-**3 IN THE AMOUNT OF **$605.50**, FROM **MILLENNIUM ENGINEERS GROUP, INC.** ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

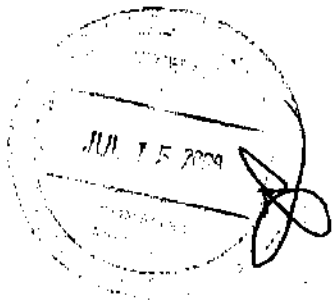
CC: COUNTY FILES
ATTACHMENT: INV. #08M54-3
P.O. 604275

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
7/1/2008	08M54-3

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541



Terms	Due Date	Project
Net 30	7/31/2008	08M54-N Doolittle Rd (NofFM 2812)PO604275

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Asphalt Cores	6	50.00	300.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician (Asphalt)	2.75	42.00	115.50
Clerical/Administrative	1	40.00	40.00

8-1204-431-00-124-007-0-731
Pct. # 0659
Pur. Req. # 132871
P.O. # 604275

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 7/15/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 7/15/2008
Contract # 07-265-10-15

We thank you for your prompt payment. Please remit to the above address.

Total	$605.50
Payments/Credits	$0.00
Balance Due	$605.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Asphaltic Pavement Cores Report

Project Description: North Doolittle (N. of FM 2812)
Client: Hidalgo County Pct. 4
Engineer: N/A
Architect: N/A
Contractor: Hidalgo County Pct. 4

M.E.G. Report Number: 08M54-3-1
Date Tested: 5-27-08
Date Reported: 6-24-08
Core Location: Roadway
Asphalt Type: Type D
Material Source : N/A

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.440

Test #	Location	Thickness, in.	Core Density %
1	North Doolittle Rd.	1 1/8"	88.8
	150' N of FM 2812		
	3' E of Center Line		
2	North Doolittle Rd.	1 5/8"	91.8
	650' N of FM 2812		
	7' E of Center Line		
3	Noth Doolittle Rd.	1 5/8"	92.8
	1150' N of FM 2812		
	4' W of Center Line		

Remarks:

Raul Palma
Raul Palma, Senior Materials Engineer

Purchase Order

COUNTY OF HIDALGO

PO#: 604275

DATE: 05/29/08

VENDOR: 284009 REQ:00132871
FAX (956)383-0295 Email:
Phone:(956)383-8522
MILLENNIUM ENGINEERS GROUP, INC.
P.O. BOX 4569
EDINBURG TX 78540-4569
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4
Special Instructions: PCT. REQ. #0659
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED.CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-07-265-10-15 EXP UPON COMPLETION APPROVED COMMISSIONERS' COURT OF MAY 27, 2008 AGENDA ITEM AI-9430		
1	LOT	WORK AUTHORIZATION #7 APPROVED COMMISSIONERS' COURT OF MAY 27, 2008 - AGENDA ITEM #AI-9430, FOR THE GEOTECHNICAL ENGINEERING SERVICES AND CONSTRUCTION MATERIALS TESTING SERVICES AT "NORTH DOOLITTLE ROAD (NORTH OF FM 2812), ****CONTRACT #07-265-10-15***** ****GASB ROAD ID #2411, APPROXAMITLY .30010399361 MILE. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	2,116.31	2,116.31
		Total		2,116.31
		********** For Hidalgo County use only 8-1204-431-00-124-007-0-731 2,116.31		
		Approved _____		

Authorized by: Maritza L. Salazar

HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: Leticia Saenz
Purchasing Department

FAX NO. ( )-

NO. OF PAGES: 5 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 7/16/2008
TIME: 9:10 AM. / P.M.

COMMENTS: **Please place on the next Commissioners' Court.**

Any? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

AI-10197 **20.F.2.**

Pct 4-Extension-Termination-Re-Advertisement-"Hauling Services of All Road Material"-Roy's Hauling Svc

CC REGULAR

Date: 07/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting authority to exercise the one (1) year option to extend as provided in current contract for:"Hauling Services of All Road Material" for the Hidalgo County Precinct No. 4, under the same rates, terms and conditions with Roy's Hauling Services, Inc.-Effective: 07/31/08;
B. Presentation for discussion acceptance and approval to exercise a the County's option to submit a "written notice of termination" of contract with Roy's Hauling Services, Inc. under Contract No. C-07-245-07-31-"Hauling Services of All Road Material" with effective date reflecting 10/01/08 under the same rates, terms and conditions or upon the award of a new vendor which ever comes first; If applicable;
C. Requesting authority to advertise and approval of draft specifications (as developed & drafted with the user department) as attached hereto for "Hauling Services of All Road Material" project.

BACKGROUND

Letter of approval by Pct. 4 to extend
Letter of extension by Roy's Hauling Services, Inc.
Draft Specifications

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-346/731/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 346 has an available balance of $65,347.16 as of 7/18/08.
Obj. 731 has an available balance of $267,782.16 as of 7/18/08.
Obj. 734 has an available balance of $296,898.65 as of 7/18/08.

Attachments

Link: Letter of Extension
Link: Drafts Specs

Link:
C-07-245-07-31-Roys Hauling Svc-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 01:30 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 01:35 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/18/2008 08:42 AM	APRV
4	Dale Kennan	Dale Kennan	07/18/2008 09:10 AM	APRV
5	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Letty Saenz — Started On: 07/16/2008 02:15 PM

Final Approval Date: 07/18/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Oscar L. Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Via E-mail cumaldo.munoz@co.hidalgo.tx.us
Via Fax (956) 381-5905

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: July 8, 2008

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT No. E-07-379-09-04***

Chief Martinez, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Friday, July 11, 2008 as follows:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options Commencement/Expiration
C-07-245-07-31	**ROY'S HAULING SERVICES, INC.**	HAULING SERVICES FOR ALL ROAD MATERIAL	07/30/2008	Exercising the ONE (1) YEAR option to extend under the same rates, terms and conditions . 07/31/08

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year term as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this **"option"** for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than **12:00 p.m. on Monday, July 7, 2008** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ___ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: _____

Pct #4

Authorized Signature: _____ **Date:** 7-7-08

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

July 3, 2008

Roy Balderas Jr., Vice President
ROY'S HAULING SERVICES, INC.
Edinburg, Texas 78538

Via e-mail royshaulinginc@aol.com
Via Facsimile (956) 383-2569

Re: ***Extension of Contract No. C-07-245-07-31 -"Hauling Services for all Road Material"- Hidalgo County Precinct No. 4***

Dear Mr. Balderas:

Commissioners' Court will take applicable action (Friday, July 11, 2008) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 31, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 8, 2008, 12:00 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,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ROY'S HAULING SERVICE, INC.
P.O. Box 1896 • Edinburg, Texas 78540

RHS©

July 7, 2008

County of Hidalgo
Purchasing Department
Leticia H. Saenz, CPPB/Contracts Manager
100 N. Closner Blvd.
Edinburg, Texas 78539

Re: Extension of Contract No. C-07-245-07-31 - Hauling Services of All Road Materials
Hidalgo County Precinct No. 4

Ms. Saenz,

Roy's Hauling Service, Inc. would like to exercise the option to extend/renew the additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions) for hauling services of pitrun caliche only.

At this time we do not wish to extend the contract for hauling services of crushed caliche.

Should you require additional information, please contact me at my office (956)383-2206.

Thank You,

Roy Balderas Jr.
Vice President
Roy's Hauling Service, Inc.

Via Facsimile
(956)318-2629

DRAFT

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES OF ALL ROAD MATERIALS"
(EXCLUDING HOT-MIX)
BID NO.: 2008-XXX-XX-XX-XXX

SPECIFICATIONS

1. All hauling of all road materials will be within Hidalgo County Precinct No. 4 area and shall be awarded on a per ton basis and will haul along with Precinct No. 4 forces. Hauling services will be requested on an **as needed basis** by the precinct.

2. Road material (i.e. crushed caliche, pit run caliche) will be hauled from awarded vendor's pit location.

3. Vendors stated are presently on Contract for the materials however, vendors may change due to Contract expiration during the term of this bid. Awarded hauler(s) will be advised. The following locations are the present awarded vendors for Caliche Material. Contracts, at the County's sole discretion, may be extended for an additional sixty (60) days.

   A) The following locations is the current awarded vendor for: Crushed Caliche:
   - **i)** Martin Marietta Materials – 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn TX
   - **ii)** Frontera Materials –Reavis Pit

   B) The following location is the current awarded vendor for: Pit -Run Caliche:
   - **i)** Roy's Hauling Service- Big 5 Pit and Pit 3- Big 5 Pit located 4 miles North of Fm 1925 on Big 5 Road.
   - **ii)** San Manuel Pit3 located 3 Miles West of US 281 on FM 1017 to FM 3250; then 1 Mile South on FM 3250, pit located on West Side.

4. Bid price must be on a per ton basis.

5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified 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.

6. **Contract Term:** The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional (1) one year under the same rates, terms and conditions. Prices must remain firm during the contract term.

7. Hidalgo County Precinct No. 4 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.

8. Hauling of Road Material will be done by Precinct No. 4 forces along with awarded vendor, when required.

9. Hidalgo County Precinct No. 4 is requesting a minimum of **Ten (10) available hauling trucks** as described below, **including Five (5) vendor owned** providing proof of ownership (copy of title) along with your bid submittals. Trucks should be available on an as needed basis with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates, ownership, and capacity of your hauling trucks on **Exhibit A**.

   A) Seven (7) operable hauling trailers.
   B) Three (3) to Five (5) operable hauling tandem trucks.

10. The Bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit C).

11. Insurance Certificates (Exhibit "C") must be submitted to Precinct No. 4 with copies to the Purchasing Department for approval prior to any services being performed by the awarded bidder and the subcontractor.

12. 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 days written notice prior to cancellation.

13. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

   A) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
      i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
      ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so

that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

DRAFT

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to Mr. Juan Manuel Carranza/ Chief Administrative Assistant, Hidalgo County Precinct No. 4 through the Hidalgo County Purchasing Department through Laura Renteria-Moya, Buyer. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile by no later than, _____, **2008** at _____ P.M., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than _____ P.M., _____, 2008.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-245-07-31

THIS CONTRACT is made and entered into this 31st day of **JULY, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Service, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services** for **ALL Road Materials (Excluding Hot-Mix)** for **Hidalgo County Precinct No. 4 "** (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 **Hidalgo County Precinct No. 4**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning **July 31, 2007** and ending on **July 30, 2008** with the County's option to extend for an additional one (1) year period under the same rates, terms and conditions. (Prices must remain firm during the contract term). County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All 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, 2nd Floor (Admn. Bldg.)
Edinburg, Texas 78539

If to Company **Roy's Hauling Service, Inc.**
Attn: Roy Balderas, Jr.
PO Box 1896
Edinburg, Texas 78539

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 31st day of July, 2007.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: Roy's Hauling Services, Inc.

By: _____
Printed Name: Roy Balderas Jr
Title: Vice-Pres

Approved by Commissioners' Court on July 31, 2007.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES OF ALL ROAD MATERIALS"
(EXCLUDING HOT-MIX)
BID NO.: 2007-245-07-18-LRM

SPECIFICATIONS

1. All hauling of all road materials will be within Hidalgo County Precinct No. 4 area and shall be awarded on a per ton basis and will haul along with Precinct No. 4 forces. Hauling services will be requested on an **as needed basis** by the precinct.

2. Road material (i.e. crushed caliche, pit run caliche) will be hauled from awarded vendor's pit location.

3. Vendors stated are presently on Contract for the materials however, vendors may change due to Contract expiration during the term of this bid. Awarded hauler(s) will be advised. The following locations are the present awarded vendors for Caliche Material. Contracts, at the County's sole discretion, may be extended for an additional sixty (60) days.

   A) The following locations is the current awarded vendor for: Crushed Caliche:
   - **i)** Martin Marietta Materials – 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn TX
   - **ii)** Frontera Materials –Reavis Pit

   Contract Expires March 2, 2008

   B) The following location is the current awarded vendor for: Pit -Run Caliche:
   - **i)** Roy's Hauling Service- Big 5 Pit and Pit 3- Big 5 Pit located 4 miles North of Fm 1925 on Big 5 Road.
   - **ii)** San Manuel Pit3 located 3 Miles West of US 281 on FM 1017 to FM 3250; then 1 Mile South on FM 3250, pit located on West Side.

   Contract Expires November 17, 2007

4. Bid price must be on a per ton basis.

5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified 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.

6. **Contract Term:** The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional (1) one year under the same rates, terms and conditions. Prices must remain firm during the contract term.

7. Hidalgo County Precinct No. 4 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.

8. Hauling of Road Material will be done by Precinct No. 4 forces along with awarded vendor, when required.

9. Hidalgo County Precinct No. 4 is requesting a minimum of **Ten (10) available hauling trucks** as described below, **including Five (5) vendor owned** providing proof of ownership (copy of title) along with your bid submittals. Trucks should be available on an as needed basis with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates, ownership, and capacity of your hauling trucks on **Exhibit A**.

   A) Seven (7) operable hauling trailers.
   B) Three (3) to Five (5) operable hauling tandem trucks.

10. The Bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit C).

11. Insurance Certificates (Exhibit "C") must be submitted to Precinct No. 4 with copies to the Purchasing Department for approval prior to any services being performed by the awarded bidder and the subcontractor.

12. 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 days written notice prior to cancellation.

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to Mr. Juan Manuel Carranza/ Chief Administrative Assistant, Hidalgo County Precinct No. 4 through the Hidalgo County Purchasing Department through Laura Renteria-Moya, Buyer. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile by no later than, Wednesday, JULY 11, 2007, at 5:00 P.M., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday JULY 13, 2007 .

EXHIBIT "B"
VENDOR'S BID PRICE

PURCHASING DEPARTMENT
County Of Hidalgo

July 24, 2007

Roy's Hauling Service Inc
Roy Balderas Jr.
P.O. Box 1896
Edinburg, Texas 78540

Re: Bid 07-245-07-18-LRM "Hidalgo County Precinct No 4 Hauling Services all Road Materials"

Dear Mr. Saenz,

The Dates on Exhibit "B" were incorrect on Part II of the Clarification should have been read as July 16, 2007 not July 11, 2005.

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO 4
At the time of bid openings South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:
Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for July 16, 2007. For each 10% (increase or decrease) in the OPIS Index of **July 17, 2007** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

Clarification, acceptance and acknowledgment from you is required in determining award of bid and we ask that you please sign and return this form. Should you have any questions or concerns please do hesitate in contacting me at (956) 318-2626 or (956) 292-7000 ext 4860.

Sincerely

Laura Renteria-Moya
Buyer II

****

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS MEMO

Roy Balderas Jr — Authorize Signature

Roy Balderas Sr — Print Name

EXHIBIT "B"
HIDALGO COUNTY PRECINCT # 4
"HAULING OF ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO: 2007-245-07-18-LRM
BID PAGE FORM

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Road Materials / Location of Plant:	**Total Cost Per Ton:**	**Fuel Costs Percentage Per Ton:**	**Current / Base Fuel Cost**
Crushed Caliche: Martin Marietta Materials & Frontera Materials Listed vendors are subject to be changed upon material contract expiration			
1.) 2 Miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn, TX	$ 2.93	75%	$ 2.20
2) Reavis Pit	$ 6.25	75%	$ 4.69
Pit - Run Caliche - Roy's Hauling Listed vendors are subject to be changed upon material contract expiration			
1). Big Five Pit: 4 Mile N. of FM 1925 on Big Five Road. 2.). San Manuel Pit: 3 Mile W. of US 281 on FM 1017 to FM 3250, then 1 mile south on FM 3250, pit located on West Side.	$ 2.40	75%	$ 1.80

Vendor understands that the County at its sole action can extend this bid for an additional one (1) year term under the same rates, terms and conditions.

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid openings South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for July 16, 2007. For each 10% (increase or decrease) in the OPIS Index of July 11, 2005 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. 4 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. 4 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. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Company Name: ROY'S HAULING SERVICE, INC.

Address: P.O. BOX 1896

City/State/Zip Code: EDINBURG, TEXAS 78540

Signature of Bidder:

Printed Name and Title: ROY BALDERAS JR. - VICE-PRESIDENT

Phone and Fax Numbers: PH(956)383-2206 FAX(956)383-2569

Date: 07/17/07

EXHIBIT "C"
INSURANCE CERTIFICATE

Client#: 9117 ROYSHAU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/07

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: USF Insurance Company	25887
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	LGBGL55082	10/27/06	10/27/07	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
		[X] BI/PD				PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001155668	03/31/07	03/31/08	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				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

CERTIFICATE HOLDER

County of Hidalgo
100 E. Cano, 4th Floor
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 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
Brisa E Lewis

© ACORD CORPORATION 1988

Client#: 9117 ROYSHAU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

VALMOR INSURANCE AGENCY
1303 N. 10th STREET, STE 1
McALLEN, TEXAS 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

ROY'S HAULING SERVICE
P.O. BOX 1896
EDINBURG, TEXAS 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITRIN CO. MUTUAL INS.	
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 LTR	ADD'L 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	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC ☐				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☐ ANY AUTO					
		X ALL OWNED AUTOS	FCNCCV2300075	08/16/07	08/16/08	BODILY INJURY (Per person)	$
		X SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER ☐	
		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

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 E. CANO, 4th Floor
EDINBURG, TEXAS 78539
FAX: (956)318-2629

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

" EXHIBIT E"

HIDALGO COUNTY PRECINCT NO. 4

"HAULING SERVICES OF ALL ROAD MATERIALS"

2007-245-07-18-LRM

Hidalgo County Precinct No. 4 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS, & TON CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County.
(If additional space is required a second sheet is provided.)

YEAR/ MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CUBIC YDS. PER LOAD	VENDOR OWNER OR LEASED
1995 MACK	1M1AA12Y8SW044810	2CN 370	22-24	OWNED
1999 MACK	1M1AA12Y9XW111180	2CN 504	22-24	OWNED
2000 MACK	1M1AA13Y2YW131349	2CN 367	22-24	OWNED
1998 INTERNATIONAL	2HSFHAER3WC044857	2CN 368	22-24	OWNED
1999 INTERNATIONAL	2HSFHREROXC066851	2CN 372	22-24	OWNED
2000 INTERNATIONAL	2HSFTAEROYC037950	2CN 373	22-24	OWNED
2000 INTERNATIONAL	2HSFTAER9YC037946	2CN 374	22-24	OWNED
2001 STERLING	2FWJA3AV71AH86157	2CN 369	22-24	OWNED
2001 STERLING	2FWJA3AV21AH88205	2CN 371	22-24	OWNED
1991 INTERNATIONAL	2HSFHG2ROMC049129	PERMIT	16	OWNED
1991 INTERNATIONAL	2HSFHG2RXMC050983	PERMIT	16	OWNED
2000 PETERBILT	1XPCDU9X4YD483178	PERMIT	16	OWNED
2000 PETERBILT	1XPCDU9X5YD483173	PERMIT	22-24	OWNED

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
1995 MACK TRACTOR
1M1AA12Y8SW044810

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
1999 MACK TRACTOR
1M1AA12Y9XW111180

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
2000 MACK TRACTOR
1M1AA13Y2YW131349

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSU. .NCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

Insurance Company - Co...pania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
1988 INTERNATIONAL TRACTOR
2HSFHAER3WC044857

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

0001384-37-0052317

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
1999 INTERNATIONAL TRACTOR
2HSFHAER0XC066851

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
2000 INTERNATIONAL TRACTOR
2HSFTAER0YC037950

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSU .NCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Policy Number - Numero de Poliza

FCNCCV2300075-01

Effective Date - Fecha Efectiva

08/16/2006

Expiration Date - Fecha de Expiracion

08/16/2007

Insurance Company - Co...pania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
2000 INTERNATIONAL TRACTOR
2HSFTAER9YC037946

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Policy Number - Numero de Poliza

FCNCCV2300075-01

Effective Date - Fecha Efectiva

08/16/2006

Expiration Date - Fecha de Expiracion

08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
2001 STERLING TRACTOR
2FWJA3AV71AH86157

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
2001 STERLING TRACTOR
2FWJA3AV21AH88205

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSU[illegible]NCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Co[illegible]pania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
1991 INTERNATIONAL TRACTOR
2HSFHG2R0MC049129

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compania de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Name and Address of Insured **Nombre y Direccion del Asegurado** ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	**Agent - Agente** VALMOR INS AGCY INC 956-630-3081
	Year Vehicle Make / Model **Ano Marca de Vehiculo / Modelo** 1991 INTERNATIONAL TRACTOR 2HSFHG2RXMC050983
Policy Number - Numero de Poliza FCNCCV2300075-01	
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.	Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

0001768 27 0057331

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
2000 PETERBILT DUMP TRUCK
1XPCDU9X4YD483178

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

0001768-27-0057331

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compania de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Name and Address of Insured **Nombre y Direccion del Asegurado** ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	**Agent - Agente** VALMOR INS AGCY INC 956-630-3081
	Year Vehicle Make / Model **Ano Marca de Vehiculo / Modelo** 2000 PETERBILT TRUCK TRACTOR 1XPCDU9X5YD483173
Policy Number - Numero de Poliza FCNCCV2300075-01	
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.	Esta poliza proporciona las cantidades minimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehiculo de motor de Tejas para el vehiculo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehiculos en la manera prevista por la poliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

2. **Presentation for discussion, consideration and action to award to the lowest bidder and approval of contract for bid No 2007-245-07-1 8-LRM Hauling Services of all Road Materials meeting all requirements and specifications.**

   On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval for Roy's Haulings.

3. **Approval of Request for Payment No. Five in the amount of $12,038.00, from V-A Architecture, contracted architect for "New Offices for Hidalgo County Pct. 4." C-07-033-04-1 7**

   NO ACTION taken on this item.

4. **A. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 27073 in the amount of $ 1,747.50 from NOE GARZA ENGINEERS, INC. in connection with Contract No. C-05-252-07-19- Street Improvements for Rojas Road for Precinct No. 4.**

   B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 27074 in the amount of $ 1,727.25 from NOE GARZA ENGINEERS, INC. in connection with Contract No. 0-05-252-07-19- Street Improvements for Thompson Road for Precinct No. 4.

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

5. **Presentation for consideration, discussion acceptance and approval of Work Authorization No. 1 in the amount of $ 2,300.00 with QUINTANILLA, HEADLEY & ASSOCIATES. INC. for Paved/Un-Paved Projects" (On an As Needed Basis) -Hidalgo County Precinct No. 4, in connection with Contract No.C-07-131-07-24**

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

D. **IT Department:**

1. **Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our participation with TBPC Cooperative Purchasing Programs:**

   A. CALENCE, LLC-DIR-SDD-236 through requisition #114507 for the total of $40,922.40 with authority for County Judge to execute scope of work as required by vendor;

   On motion of Commissioner Palacios, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration and authority to purchase from TAG Americas, Inc for the "Access Control and Surveillance Equipment" through our participation with TCPN, contract No. R4788 for: "Hidalgo County New Administration Building" in an amount not to exceed $ 149,288.39.**

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AI-10240 **20.F.3.**

Certificate of Completion from United Contracting for Precinct No. 4 Office Utilities Improvements

CC REGULAR

Date: 07/22/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting approval of a "Certificate of Completion" with United Contracting, reflecting the completion date of May 30, 2008 for the "New Offices of Precinct No. 4 Office Utilities Improvements".

BACKGROUND

PO#598207

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-419-40-124-034-0-XXX
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

No Budgetary Impact

PO#598207 available balance as of 7-18-08 $19,925.00 (8-1301-419-40-124-034-0-739)

Retainage payable as of 7-18-08 $4,242.50 (8-1301-206-00-000-007-0-000)

Attachments

Link: Certificate of Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 04:03 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 04:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/18/2008 09:04 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Rocio Villarreal Started On: 07/17/2008 11:28 AM

Final Approval Date: 07/18/2008

CERTIFICATE OF CONTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 30th DAY OF May 2008 A FINAL INSPECION was made of the project herein described.

CONTRACT

DATE: June 12, 2008
OWNER: Hidalgo County Pct 4
CONSTRUCTION CONTRACTOR: United Contracting
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Precinct No. 4 Office Utilities Improvements

CONTRACT NO.: 2007-336-11-07-MSS-P.O. 598207
Located in or near the City/Pct. Of Hidalgo County Precinct 4

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   N/A

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$62,350.00
Present Amount of Contract	$62,350.00
Total Amount of earned to Date	$62,350.00
Less: previous payments	38,182.50
Balance	24,167.50
Authorized deductions	0
AMOUNT OF FINAL PAYMENT	24,167.50

6. That the final payment in the amount of Twenty Four Thousand One Hundred Sixty Seven dollars and Fifty Cents. ($ 24,167.50) is now due and payable.

Engineer's Signature

CONCURRED BY:

Nemecio Sanchez
Contractor's Name

By: N. Sanchez

Title: President

CONCURRED BY:

City/Precinct

By: _____

Title: _____

AI-10165 **20.G.1.**

Health & Human Services "Software Services for Indigent Health Care System"

CC REGULAR

Date:	07/22/2008		
Submitted By:	Yvette Islas, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. draft specifications and draft contract documents) as attached hereto to "Health & Human Services - Software Services for Indigent Health Care System" (Bid No. 2008-285)

BACKGROUND

See attached draft specifications and draft contract.
Proposed Schedule of Events:
1st advertisement: July 26, 2008
2nd advertisement: August 02, 2008
Bid Opening: August 13, 2008

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-444-00-240-001-0-336

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

BUDGETARY IMPACT:

Current available is $250.00. Additional funfingis pending AI-10139 (transfer from contractual services to computer services) in the amount of $33,996.64.

Attachments

Link: draft specs 08.285

Link: draft contract 08.285

Link: dept draft sepc approval 08.285

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 12:06 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 01:12 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/18/2008 08:44 AM	APRV

4	Dale Kennan	Dale Kennan	07/18/2008 08:59 AM	APRV
5	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Yvette Islas Started On: 07/15/2008 11:54 AM

Final Approval Date: 07/18/2008

EXHIBIT A

HIDALGO COUNTY
REQUEST FOR BIDS

HEALTH AND HUMAN SERVICES
"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM"

RFB NO: 08-285-00-00-YSI

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GENERAL REQUIREMENTS

I. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

II. The Hidalgo County Health and Human Services is seeking to contract with a qualified vendor(s) to furnish various professional services for computer software system in association with the Indigent Health Care for the Hidalgo County Health & Human Services Department.

TERMS, CONDITIONS AND REQUIREMENTS

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 has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

3. 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 terms under the same rates, terms and conditions.

5. Hidalgo County 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 are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. This contract is not limited to the user departments only. It may be used by any County department(s).

8. All bid prices for items shall take into consideration shipping/handling, delivery and set up costs.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **Month day , 2008, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Month day, 2008, 5:00 PM**.

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SPECIFICATIONS

Notice is herby given by Hidalgo County, Texas to request for proposal concerning various professional services for computer software association with Indigent Health Care for the Hidalgo County Health & Human Services Department.

Request for Bids for a County Indigent Health Care Software System:

The Hidalgo County Health and Human Services Department is requesting bids on a new Indigent Health Care System that can perform pre-screening, appointment scheduling, eligibility and billing functions as mandated by the Texas Health and Safety Code Title II (C) Chapter 61 Indigent Health Care and Treatment Act. It must include all periodic Legislative Changes as part of the proposal. Vendors need to perform a current system Analysis and submit a bid that can utilize any existing Human Service equipment. The proposed system must provide a turn key solution that includes all hardware and software and needs to be fully operational no later than **August 31, 2008**.

PRE-SCREENING (Optional):

1. Ability to screen for possible eligibility for local, state and federal programs as requested by Hidalgo County such as:
    - Hidalgo County WIC
    - Hidalgo County Head Start
    - Hidalgo County Health Clinics
    - Hidalgo County CSA
    - Catholic Social Services
    - Children with Special Health Care Needs
    - Perinatal Program
    - Women's Clinic
    - Medicare
    - Medicaid
    - CHIPS
    - Texas Women Health Program
    - Hidalgo County Human Services
    - Etc.
2. Ability to refer applicants to any and all programs they may be eligible for and create a paper document with information for applicants.
3. Provide statistics on how many applicants were seen, denied, or referred and to what agencies.

ELIGIBILITY:

1. Ability to generate **all** state required forms automatically from data entered in to the computer system including but not limited to:

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- Form 100 - Application for Health Care Assistance – Ability to input all information from client data; ability to print and save form in client file.
- Form 101 – CIHCP Worksheet – Ability to input all information into the worksheet; ability to print and save Worksheet in client file. Must round down on #18.Total Countable Income calculation on page 4 (6. Budget Calculation)
- Form 101A – Report of Changes – Ability to incorporate and save the form in the case record.
- Form 102 – Appointment Notice – Ability to input information regarding the client; ability to print and save the form in client file.
- Form 103 – Request for Information – Ability to input missing information and any other items needed on this form; ability to print and save the form in the client file.
- Form 104 – Health Care Service Record
- Form 105 – Monthly Financial Report – Ability to generate report ; ability to print and save report.
- Form 109 - Notice of Eligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
- Form 117 – Notice of Ineligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
- Form 128 – Employment Verification Form – Ability to generate, print and save form.
- Form 149 Statement of Self-Employment Income – Ability to generate, print and save form.
- Form 300 – End of Year Report – Ability to generate, print and save form.
- Form 500 – Request for State Assistance Funds – Ability to generate, print and save form.

2. Provide internet accessible software module for vendors to verify client eligibility status.
3. Provide a daily report of the clients whose benefits have terminated and automatically generate Form 117 Notice of Ineligibility with the reason for the termination of benefits.
4. Provide statistical reports on the clients served such as number in the household, undocumented, US Citizens, Resident Aliens, male, female, children by age, etc.
5. Provide statistical reports on the workers productivity such as clients seen, time spent with client, no show clients, re-scheduled clients (with explanation), etc.
6. Ability to track what employee worked on the case and track modifications made by each employee.
7. Ability to track the time spent on each case, time arrived, time seen, and time spent with client.

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8. Ability to track history of the case.
9. Ability to keep notes for all who work on case to view and add to.
10. Ability to scan and save documents associated with the client file.
11. Ability to document, calculate and save all data from prior months, especially prior month income.
12. Ability to track all Special Review cases and the reason for the special review.

APPOINTMENTS:

1. Provide appointment scheduler for 10 + Eligibility Workers located at 5 + locations.
2. Ability to set appointment time gaps as determined by Human Services Director.
3. Ability to modify appointment schedule at the request of the Human Services Director.
4. Ability for the Human Services Director to view, analysis and generate reports and statistics on the appointment schedule.
5. Ability to view and modify appointment schedule from any computer by authorized users.
6. Ability to track all modifications made to the appointment schedule.

BILLING:

1. Provide secure internet accessible software module for vendors to verify status of bills submitted for payment.
2. Ability to electronically transmit processed medical, hospital and pharmacy bills to authorized entity for bill processing.
3. Ability to track when clients receive Durable Medical Supplies (DME) and the quantity received.
4. Ability to track when clients receive frames and lenses.
5. Ability to track when clients receive an eye exam.
6. Provide analytical and statistical reports on types of services and all types of demographics such as city, age, gender, illness type, amount paid per client, etc.
7. Ability to track different reports such as most common CPT codes, DRG, physicians, etc.
8. Ability to track which employee processes and modifies the data entered for each invoice.
9. Ability to verify that client is eligible for billed services on the date of service of the bill.
10. Ability to process the following billed services:
    - Advanced practice Nurse
    - Ambulatory Surgical Center
    - Certified Registered Nurse Anesthesia
    - Colostomy Medical Supplies
    - Counseling Services
    - Dental Care

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- Diabetic Supplies & Equipment
- ER Medical Services
- Home & Community Health
- Hospital Inpatient
- Hospital Outpatient
- Lab X-Ray Services
- Physicians
- Physician Assistant (PA)
- Vision Care
- State Contract Hospital
- Reimbursements
- Other Services

11. Ability to process Pharmacy bills based on Third Party Administrator approved contract rates.
12. Ability to separate invoices based on year of service for auditing purposes. (Fiscal versus Calendar Year)
13. Ability to calculate DSHS limit of $30,000 and/or 30 – day hospital stay per client and not allow any bills to be processed once the cap has been met.
14. Ability to keep track of clients who are close to $30,0000 fiscal year limit by service date and ability to track hospital days.
15. Ability to track the 3 prescriptions per month per client and not allow any prescriptions to be processed once the cap has been met.
16. Ability to track if claims are not received past 95 days from the date of certification from the date of certification or date of service.
17. Ability to calculate Hidalgo County 6% and 8% GTRL.
18. Ability to calculate and forecast when Hidalgo County will meet and/ or exceed 6% and 8% GTRL.
19. Ability to determine and notify staff if Hidalgo County is processing a duplicate invoice, no matter what medical procedure was originally charged
20. Ability to enter multiple dates of service per invoice.
21. Ability to maintain and update all CPT and DRG codes on a regular basis.
22. Ability to look up DRG codes using the codes on UB92.
23. Ability to use Ambulatory Surgical Codes for payment.
24. Ability to have multiple users seeing notes for a client file.
25. Ability to do a reverse look up for a DRG code if we have a type of service but no DRG code.
26. Ability to generate a rejection form for all rejected claims.
27. Ability to calculate payable amount for anesthesia services using only units.

TRAINING AND TECHNICAL SUPPORT:

1. Provide post implementation training to all Human Services staff at our location
2. Provide annual training as requested by the Human Services director

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3. Provide 24 hour/ 7 day technical support and respond to our call within 12 hours
4. Provide modifications to the program as needed to meet the changes needs of the Human Services Department.
5. Provide mandatory change of passwords every 90 days.
6. If software is a hosted solution, a copy of the backup/restore procedures, business continuity plan and disaster recovery plan must be provided.
7. All HIPAA compliance standards must be met and certification letter provided.

OTHER SERVICES (Optional):

1. Ability to access the Texas Medicaid Healthcare Partnership (TMHP) to verify Medicaid eligibility.
2. Ability to flag or notify us when an Appellant client is put on Medicaid regardless if the client is active or not and to provide us with the add date.
3. Ability to notify provider for reimbursements once client has been approved for Medicaid benefits.
4. Ability to create an identification badge for client with barcode technology.
5. Ability to record telephone interviews and save them for future reference.
6. Ability to save email correspondence in client file for future reference.
7. Ability to accept secure electronic Billing from vendors (providers).
8. Ability to scan and save documents associated with bill payment in to the vendor (provider) file.

The computer hardware and software that best meets or exceeds the current and future requirements of the Hidalgo County Health and Human Services Department, and which will best provide the supporting tools and services for the Hidalgo County Health and Human Services Department needed to serve the residents of Hidalgo County will be awarded.

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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SERVICE CONTRACT
C-08-000-00-00

THIS CONTRACT is made and entered into this—— day of_____, by and between the **County of Hidalgo, Texas** ("County"), and_____ ("Company").

WHEREAS, Company responded to request for bids for "_____" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "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_____ and other Hidalgo County sites specified in Exhibit "B" for "_____" . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **County Commissioner or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending _____ _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company

14. In case any one or more of the provisions contained in this Agreement shall for any

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reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on, _____

APPROVED AS TO FORM:

By:_____
Atlas & Hall, LLP

MEMORANDUM

TO: Dairen Sarmiento
Health & Human Services

FROM: Yvette Islas Buyer
Purchasing Department

DATE: July 14, 2008

RE: Approval of DRAFT specifications for: RFB No 08-278-00-00-YSI
"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM"

Please review the attached draft specifications for your organization for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications and remit your response to the Purchasing Department no later than **Tuesday, July 15, 2008 1:00 pm.**
Should you have any questions, please do not hesitate to call me at (956) 318-2626. Thank you for your assistance.

_____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

8-1100-444-00-140-001-0-336 BUDGET ACCOUNT #

Add additional information to the bid packet: _____

Exhibit B
Must accomodate a minimum of 30 concurrent users.

Dairen Sarmiento Dairen Sarmiento 7-14-08
AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

AI-10201 **20.G.2.**

HCHD-Invoice Nos. 08M53-1 thru 08M53-7-MEG-C-07-265-10-15(Health Dept Pkng Lot Ph III)

CC REGULAR

Date:	07/22/2008		
Submitted By:	Letty Saenz, PURCHASING DEPT.		
Submitted For:	Letty Saenz		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice Nos. 08M53-1 thru 08M53-7 in the total amount of $ 1,839.87 submitted by Millennium Engineers Group, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-265-10-15 and Work Authorization No. 4, (PO # 600944) for: "Construction Material Testing" for Paved/Un-Paved, Lateral and C.I.P Projects" within Hidalgo County Pct. 4 (Health Department Pkng. Lot Ph. III)

BACKGROUND

Letter of request for pmt. by Hidalgo County Health Department

Invoice Nos. 08M53-1	$ 287.75
Invoice Nos. 08M53-2	$ 238.31
Invoice Nos. 08M53-3	$ 318.31
Invoice Nos. 08M53-4	$ 278.50
Invoice Nos. 08M53-5	$ 76.00
Invoice Nos. 08M53-7	$ 641.00
	$ 1,839.87

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-441-00-340-022-0-739

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

BUDGETARY IMPACT:

PO#600944 available balance as of 7/17/08 $4,023.81. Funding available as of 7/17/08.

Attachments

Link: Invoice Nos. 08M53-1 thru 08M53-7-MEG-

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2008 04:07 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 04:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/17/2008 08:34 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Letty Saenz

Started On: 07/16/2008 03:16 PM

Final Approval Date: 07/18/2008

Hidalgo County Health Department
1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

July 10, 2008

MEMORANDUM

To: Martha Salazar, Purchasing Agent

From: Eduardo Olivarez, Chief Administrative Officer

RE: Millennium Engineers Group Inc.

We are requesting your assistance to obtain Commissioner's Court Approval and your recommendation to process the following invoices for payment from Millennium Engineers.

Invoice No.	***Amount***
08M53-1	*287.75*
08M53-2	*238.31*
08M53-3	*318.31*
08M53-4	*278.50*
08M53-5	*76.00*
08M53-7	*641.00*

P.O. #600944
Work Authorization #4
(Need to increase Purchase order by $441.80 to be able to process all the invoices)

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/23/2008	08M53-1

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/23/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	3	39.25	117.75
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$287.75
Payments/Credits	$0.00
Balance Due	$287.75

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Field Density Test Report

Project Description: Health Department Parking Lot Improve. Ph. III
Client: Hidalgo County Precinct No. 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct No. 4

Report Number: 08M53-1-1
Date Tested: 3-12-08
Date Reported: 3-19-08
Material Description: Subgrade
Area Tested: East Parking Area

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	Subgrade	-2 + 3	14.9	112.8	95%	6"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	East Parking 30' N/ 30' W from South East Corner	15.5	%	108.9	pcf	**96.5%**	6"
2	East Parking 30' S/30' W from North East Corner	15.2	%	111.4	pcf	**98.8%**	6"
3	East Parking 30' S/ 30' E from North West Corner	15.1	%	111.2	pcf	**98.6%**	6"
4	East Parking 30' N/ 30' E from South West Corner	17.6	%	108.2	pcf	**95.9%**	6"
5	East Parking Directly at Center	14.2	%	114.8	pcf	**101.8%**	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Personnel Notified: _____

Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/23/2008	08M53-2

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/23/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Field Density (Soils)	4	20.00	80.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$238.31
Payments/Credits	$0.00
Balance Due	$238.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Field Density Test Report

Project Description: Health Department Parking Lot Improve. Ph. III
Client: Hidalgo County Precinct No. 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct No. 4

Report Number: 08M53-2-1
Date Tested: 3-14-08
Date Reported: 3-19-08
Material Description: Flex Base
Area Tested: Curb E. Parking

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	Flex Base	-2 + 3	17.8	107.1	98%	3"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	South Curb 80' West from South East Corner	18.9	%	108.9	pcf	**101.7%**	3"
2	East Curb 60' N from South East Corner	18.5	%	110.0	pcf	**102.7%**	3"
3	North Curb 100' W from North East Corner	17.3	%	108.9	pcf	**101.7%**	3"
4	South Curb 100' S from North West Corner	17.4	%	107.7	pcf	**100.6%**	3"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Personnel Notified: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/23/2008	08M53-3

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/23/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Field Density (Soils)	8	20.00	160.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$318.31
Payments/Credits	$0.00
Balance Due	$318.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Field Density Test Report

Project Description: Health Department Parking Lot Improve. Ph. III
Client: Hidalgo County Precinct No. 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct No. 4

Report Number: 08M53-3-1
Date Tested: 03-31-08
Date Reported: 4-01-08
Material Description: caliche
Area Tested: Parking Lot

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	caliche	-2 + 3	14.0	113.9	98%	8"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	Parking Lot Approx. 20'E /20' N of South West Corner of Parking Lot	12.8	%	111.3	pcf	**98.0%**	8"
2	Parking Lot Approx. 85'E /15' N of South West Corner of Parking Lot	14.1	%	112.6	pcf	**98.9%**	8"
3	Parking Lot Approx. 175' E /20' N of South West Corner of Parking Lot	13.3	%	115.2	pcf	**101.1%**	8 1/4"
4	Parking Lot Approx. 50' E/70' N of South West Corner of Parking Lot	12.7	%	112.1	pcf	**98.4%**	8"
5	Parking Lot Approx. 120' E /75' N of South West Corner of Parking Lot	12.1	%	113.8	pcf	**99.9%**	8 1/4"
6	Parking Lot Approx. 20' E/150' N of South West Corner of Parking Lot	14.7	%	111.5	pcf	**98.0%**	8 1/4"
7	Parking Lot Approx. 80' E/160' N of South West Corner of Parking Lot	12.5	%	112.2	pcf	**98.5%**	8"
8	Parking Lot Approx. 155' E/150' N of South West Corner of Parking Lot	13.3	%	112.5	pcf	**98.8%**	8"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Personnel Notified: _____

Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/29/2008	08M53-4

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/28/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Vehicle Trip Charge	2	30.00	60.00
Engr. Technician (Concrete)	4.25	42.00	178.50
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$278.50
Payments/Credits	$0.00
Balance Due	$278.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Concrete Field Report

Project Description: Health Department Parking Lot Improv. Ph III
Client: Hidalgo County Precinct No. 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct No. 4

M.E.G. Report Number: 08M53-4-1(Revised)
Date of Service: 3-25-08
Date of Report: 3-26-08
Structure Tested: E. Parking Area E. curb

On March 25, 2008 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to perform inspection on the placement of ready mix concrete on the east parking area east curb.

Sample Number 1 was obtained at 9:38 a.m. A slump of 4 3/4" was determined. From this sample, a total of four (4) 4 x 8 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

On March 26, 2008 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to pick up the specimens cast on the previous day. The specimens were transported to the laboratory where they were stripped from their forms, properly labeled, and placed in curing tanks in preparation for testing.

4-08-08 Due to the incorrect project number this report has been revised.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/29/2008	08M53-5

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/28/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	15.00	15.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$76.00
Payments/Credits	$0.00
Balance Due	$76.00

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Health Department Parking Lot Improve. Ph. III
Client: Hidalgo County Precinct No. 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct No. 4

M.E.G. Report Number: 08M53-5-1(Revised)
Date Cast: 3-25-08
Date Reported: 4-03-08
Structure Tested: East parking area
East Curb

Placement Data

Mix I.D.: N.P. Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N.P. % Specified Slump: 4
Weather Condtions: Clear and breezy Air/Ambient Temp.: 78°F
Supplier: Varmicom Time Batched: 8:27 a.m. Concrete Temp.: 80°F
Truck No.: 237 Time Sampled: 9:38 a.m Air Content: N.P.
Plant Ticket No.: 98225 CY: 10 Slump: 4 3/4"
Placement Location: East Curb/50' N of South East Corner Water Added:(gal.) 0

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (a,b,c,d or e)	% of Design
1A	12.57	4-01-08	7	38,434	3058	D	102%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments: 4-08-08 Due to the incorrect project nuber this report has been revised.

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/29/2008	08M53-7

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

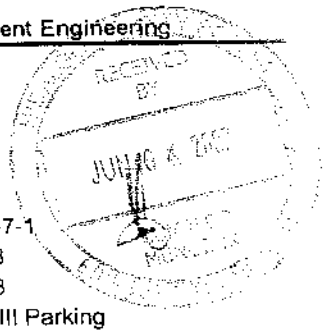
Terms	Due Date	Project
Net 30	6/28/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Asphalt Cores	6	50.00	300.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Engr. Technician (Asphalt)	3	42.00	126.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$641.00
Payments/Credits	$0.00
Balance Due	$641.00



Asphaltic Pavement Cores Report

Project Description: Health Department Parking Lot Improvements Ph. III
Client: Hidalgo County Precinct No. 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct No. 4

M.E.G. Report Number: 08M53-7-1
Date Tested: 4-28-08
Date Reported: 5-19-08
Core Location: Phase III Parking
Asphalt Type: D
Material Source : N/A

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.444

Test #	Location	Thickness, In.	Core Density %
1	East Parking	2"	88.9
	25' N/60' from	2"	89.8
	South West Corner	Aveg. 2"	Avg. 89.4
2	East Parking	2"	87.8
	Center of Paking Area	1 3/4"	87.3
		Aveg. 1 7/8"	Avg. 87.5
3	East Parking	2"	90.9
	40'S/15' West from	2"	90.0
	North East Corner		Avg. 90.4

Remarks:

Raul Palma, Senior Materials Engineer

Purchase Order

COUNTY OF HIDALGO

PO#: 600944

DATE: 03/26/08

VENDOR: 284009 REQ:00129121
FAX (956)383-0295 Email:
Phone:(956)383-8522
MILLENNIUM ENGINEERS GROUP, INC.
P.O. BOX 4569
EDINBURG TX 78540-4569

BUYER: JOSIE ESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

endor Acct:

CONTACT:
SITE: HEALTH DEPARTMENT

pecial Instructions:

Contract No:

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.

UANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-07-265-10-15 EXP UPON COMPLETION		
1		Work Authorization #4 for Central Office Parking Lot 1304 South 25th Ave, Edinburg Work authorized	.00	.00
1	EACH	Atterberg Limits	59.00	59.00
1	EACH	Gradation (Dry)	45.00	45.00
1	EACH	Washed Sieve Analysis	50.00	50.00
1	EACH	Standard Proctor	175.00	175.00
27	EACH	Field Density (soils)	20.00	540.00
6	EACH	Asphalt Density (In Place, Cores)	20.00	120.00
1	EACH	Wet Ball Mill	160.00	160.00
6	EACH	Asphalt Cores	50.00	300.00
1	EACH	Extraction, Grand, and % Asphalt	225.00	225.00
1	EACH	Bituminous Mix Theoretical SPG	55.00	55.00
3	EACH	Bitumounous Compacted Specimen SPG (Lab Density)	20.00	60.00
1	EACH	Air Content (Pressure)	18.00	18.00
4	EACH	Concrete Specimen (Compression)	15.00	60.00
1	EACH	Stability	85.00	85.00
12	EACH	Vehicle Trip Charge	30.00	360.00
14	EACH	Clerical Administrative	40.00	560.00
20.25	EACH	Engr. Technician	39.25	794.81
4.5	EACH	Engr. Technician (Concrete)	42.00	189.00
4	EACH	Engr. Technician (Asphalt)	42.00	168.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 600944

DATE: 03/26/08

VENDOR: 284009 REQ:00129121
FAX (956)383-0295 Email:
Phone:(956)383-8522
MILLENNIUM ENGINEERS GROUP, INC.
P.O. BOX 4569
EDINBURG TX 78540-4569

Vendor Acct:

BUYER: JOSIE ESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT
CONTRACT NO:

Special Instructions:

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
		Total		4,023.80
		********** For Hidalgo County use only		
		8-1334-441-00-340-022-0-739	4,023.80	
		Approved		

Authorized by: Martin L. Salazar

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-265-1015
Work Authorization Form

WORK AUTHORIZATION NO. 4

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

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing Services at the Hidalgo County Health Department Parking Lot Improvements, Phase II

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$4,023.81**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No. **7-1334-441-00-340-0-22-0-739**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** Precinct No. 4, Commissioner Oscar L. Garza, Jr. to content and detail of this **Work Authorization No. 4**

HIDALGO COUNTY PRECINCT NO. 4

BY: O. L. Garza, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of 10th day of March, 2008.

THE ENGINEER:

Raul Palma

By: Raul Palma

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas, III,
County Judge

ATTEST:

Arturo Guajardo Jr

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"

SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT "B"

SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

COST PROPOSAL

Millennium Engineers Group,
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
2/1/2008	08-38

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Project
08M22-Health Dept Parking Lot Phase II

Description	Qty	Cost	Total
Atterberg Limits	1	59.00	59.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Field Density (Soils)	27	20.00	540.00
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	6	50.00	300.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	3	20.00	60.00
Air Content (Pressure)	1	18.00	18.00
Concrete Specimen (Compression)	4	15.00	60.00
Stability	1	85.00	85.00
Vehicle Trip Charge	12	30.00	360.00
Clerical/Administrative	14	40.00	560.00
Engr. Technician	20.25	39.25	794.81
Engr. Technician (Concrete)	4.5	42.00	189.00
Engr. Technician (Asphalt)	4	42.00	168.00

We thank you for your prompt payment. Please remit to the above address.

Total $4,023.81

AI-8161 **19.F.1.**

HCHHSD-Work Authorizations #4 - Millenium Engineering-C-07-265-10-15

CC REGULAR

Date: 03/06/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization No. 4 in the amount of $ 4,023.81 with MILLENNIUM ENGINEERS GROUP, INC. to provide engineering services to Hidalgo County Precinct No. 4, in connection with Contract No. C-07-265-10-15 for "Construction Materials Testing Services for PAVED/UN-PAVED, LATERAL and CIP PROJECTS (Hidalgo County Health Department Parking Lot Improvements Phase II)"

BACKGROUND

Work Authorization No. 4

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-441-00-340-022-0-739

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

BUDGETARY IMPACT:

$139,863.62 available balance as of 02/29/08. Phase II will also be funded out out of the above mentioned account.

Attachments

Link: Work Authorizations #4 - Millenium Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2008 09:42 PM	APRV
2	Budget & Management	Dina Trevino	02/29/2008 08:26 AM	APRV
3	Rey Salazar	Rey Salazar	02/29/2008 10:05 AM	APRV
4	Auditor's Office		03/03/2008 08:56 AM	NEW

Form Started By: Letty Saenz Started On: 02/27/2008 04:59 PM

Final Approval Date: 03/03/2008

AI-10224 **20.G.3.**

Docking stations & antenas

CC REGULAR

Date:	07/22/2008		
Submitted By:	Matilde Faz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals through (GSA) General Services Administration/Cooperative Purchasing Program contract #GS-35F-0404U pursuant to section 211 of the e-gov act of 2002 (GIT) Global Information Technologies Satellite communications for the Health Dept./Emergency Management requisition #135807 in the total amount of $11,939.75

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-013-8-748

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

BUDGETARY IMPACT:

Funds available for requisition# 135807 as of 7/18/08.

Attachments

Link: GIS (GSA) DOCK STATIONS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 01:33 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 01:35 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/18/2008 01:29 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Matilde Faz			Started On: 07/16/2008 04:50 PM	
Final Approval Date: 07/18/2008				

Requisition

Req # 00135807

PO #

Date: 07/10/08

Regular # 10224 7/22/08

Bill To: x
x

Vendor : 318876
GLOBAL INFORMATION TECHNOLOGIES
P.O. BOX 598
CEDAR PARK TX 78630-0598
FAX (512)233-5332

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Josie Escalant
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	Fixed Mast Antenna	219.95	1,099.75
5	EACH	Beam RST 310 Docking Station	1,699.00	8,495.00
5	EACH	Fifty feet cable with connectors	400.00	2,000.00
1		shipping	345.00	345.00
1				.00
1				.00
1				.00
1				.00
1				.00
1		ixed Mast Antenna		.00
1				.00
1				.00
1				.00
1				.00
1				.00
1				.00
1				.00
1				.00
1				.00
1				.00
1				.00
		Account No	Encumbrance	
		8-1293-441-00-340-013-8-748	11,939.75	
			Freight	.00
			Total	11,939.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Regular 7/29/08 #10224

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, July 14, 2008 4:52 PM
To: 'Chandra Birdwell'
Subject: RE: Revised order form

Thank you so much Chandra.

From: Chandra Birdwell [mailto:chandra.birdwell@gitsat.com]
Sent: Monday, July 14, 2008 4:45 PM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: 'Mike Lawson'
Subject: Revised order form

Hello Vangie,

Per our conversation, I am sending the revised order form. Please note that all three items are under the GSA contract. The only price difference is the fixed mast antenna.

I have also updated order form with a GSA section highlighted in yellow. Please answer 'Yes' in this section.

If you have any other questions, please do not hesitate to contact me.

Thank you,

Chandra Birdwell
Business Operations Manager
GIT Satellite
+1-512-918-9502
+1-512-233-5332 fax
www.gitsat.com

This agreement is subject to the following terms and conditions

1. DEFINITIONS. As used throughout this document, the following terms have the meaning set forth herein: Global Information Technologies shall mean "GIT" as Seller, and GIT shall mean Global Information Technologies, as Reseller of wireless service ("Service). "Customer" shall mean the person or company purchasing GIT Product(s) using this order form, which will become a contract [the "Agreement"] when GIT accepts Customer's offer by activating Service. "Product(s)" or "Equipment" collectively shall mean wireless products including, but not limited to, phones, pagers, satellite transceivers and accessories.

2. ACCEPTANCE: NO SALES TO MINORS; RESALE OF SERVICE PROHIBITED. a) GIT will not accept any offer from a person under legal age. b) Service is available for Customer's own use; resale of Service purchased hereunder is prohibited. c) The parties agree that Customer's order is an offer to purchase Service or Product(s) identified on page 1 hereof, at the price(s) listed in the current GIT Products portfolio and subject to the terms and conditions stated herein, which shall become a binding contract when accepted by GIT. Customer agrees that these terms and conditions may not be altered, supplemented, or amended by the use of any other document(s), and any such attempt will be null and void. GIT will indicate acceptance of Customer's order by shipping the selected Product(s). Customer's purchase order may indicate a PO number for billing reference selected rate plan and selected additional features. The banking negotiation or other use of any payment shall not constitute an acceptance by GIT. d) GIT makes no representations, certifications, or warranties whatsoever with respect to the ability of its Service, Product(s) or prices to satisfy any statutes or regulations. e) No GIT Service value-added benefits apply if Product is purchased without associated GIT line of Service.

3. USE OF SERVICE & PRIVACY. Service shall not be used for any purpose that violates the law, or in any ABUSIVE or fraudulent manner. Complete privacy of conversations while using Service is not guaranteed. Except as required by demand of lawful authority, or as authorized in writing by the Customer on record, GIT will not release any Customer confidential information, including call detail, to anyone other than such Customer. Due to privacy laws, call detail records may be sent to Customer via overnight courier or mailed only, and may not be faxed.

4. UNDERTAKING OF GIT. GIT, as a reseller of the Service of an underlying carrier, undertakes to provide Customer with the use of the telephone access number on the terms and conditions set forth herein and any applicable GIT tariff filed with a State Public Utility Commission (PUC) and other regulatory authorities. The underlying carrier solely and exclusively provides Service. Provision of Service may be affected by the terms and conditions set forth in GIT's agreement with the underlying carrier ("Carrier Agreement"), the tariff of the underlying carrier, and the laws, rules and regulations of the Federal Communications Commission ("FCC"), PUC's and other regulatory authorities having jurisdiction. Such Carrier Agreement, tariffs, laws, rules and regulations may supersede the terms of this Agreement or preclude performance by GIT of these terms.

5. TELEPHONE ACCESS NUMBERS. Customer has no property rights in the telephone access number, which may be reassigned or changed by GIT as reasonably necessary in the conduct of its business. Only one phone may be operated in conjunction with Customers access number.

6. AVAILABILITY OF SERVICE. Service is available to subscriber units equipped for Service when within the range of satellites. Such Service is subject to limitations and interruptions as set forth in the Carrier Agreement and carrier tariff if any, including, but not limited to, relocation of equipment by the underlying carrier and capacity or transmission limitations caused by atmospheric and like conditions.

7. PAYMENT OF CHARGES. SERVICE. a) Customer is responsible for payment of all charges for Service rendered, including but not limited to, calls originated from or received by Customer's access number, activation, access, airtime, message units, tolls, landline, interconnects, optional features, early termination fees, and applicable taxes and surcharges of any kind due to any governmental agency having jurisdiction, foreign or domestic (including Foreign, Federal, State, County, or Municipal). b) Access and fixed monthly charges will be billed in advance. Usage sensitive charges will be billed in arrears. c) Payment is due 14 days after invoice date. Late payment may result in temporary or permanent disconnection of Service and a late payment charge equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. d) In the event the phone or pager is lost or stolen, Customer is liable for all usage and or messages unit charges originating from and received by Customer's access number until such time as the loss or theft is reported to GIT and Service is terminated. Customer is responsible to provide GIT with a police report in the event of theft. Monthly charges continue until Service is terminated. e) When payment for Service is made by check, draft or similar negotiable instrument, a charge of $20.00 will be made for each item returned unpaid for any reason. f) Monthly recurring charges for partial months will be prorated based on the actual number of days Service is provided (with every month being considered to have 30 days for this purpose). g) A schedule of charges is available from GIT at 888-GIT-8815. Charges, as referenced in Section 4, are subject to change by GIT effective upon 30 days written notice to Customer. Customer may request, by telephone or in writing, changes in rate plan or features under the Agreement. Conversion to or between contract rate plans requires a signed Addendum modifying the Agreement. h) A pro rata credit adjustment of the fixed monthly charges will be made, at Customer's request, for any continuous Service interruption in excess of 24 hours. **EQUIPMENT.** i) Customer may make payment in full by wire transfer at time of order, or provide a valid credit card number on American Express, MasterCard, or Visa. Customer's credit card will be billed when Product(s) ship. Payment will be deemed made when received by GIT. j) Payment of all applicable local, city, or state taxes are the Customer's responsibility and such taxes will be included on the invoice for Customer's order. k) GIT retains a security interest in the Product(s) until Customer makes payment in full and Product is shipped.

8. EQUIPMENT. a) GIT and any supplier of Service are not responsible under this Agreement for the installation, operation, quality of transmission, or maintenance of Customer's equipment. b) Customer must provide and maintain the equipment, ensure that it is technically and operationally compatible, shall not interfere with the Service of others, and be in compliance with applicable FCC, State or any other governmental authority laws, rules and regulations.

9. PACKAGING; SHIPPING. GIT will pack and ship all Product(s) in accordance with good commercial practices. Customer shall pay shipping and handling charges at the amount invoiced.

10. TITLE; DELIVERY: RISK OF LOSS. a) Title to Product(s) and risk of loss passes to Customer upon delivery. B) Delivery dates are best estimates only. GIT reserves the right to make partial shipments. C) Claims for lost or damaged shipment shall be deemed waived unless presented to GIT in writing within thirty (30) days of shipment/delivery.

11. FINANCIAL INFORMATION, DEPOSITS, PERSONAL GUARANTY & DEFAULT. a) Customer understands and agrees that any and all of the information requested on the front of this Agreement may be used to establish Customer's account for Service, and Customer shall furnish GIT such accurate financial information as GIT may reasonably request from time to time for the purpose of assessing Customer's continuing creditworthiness. Customer authorizes any consumer-reporting agency to compile and furnish GIT with credit information requested by GIT. In the event GIT does not deem any Company credit information sufficient to establish service with GIT, the credit information of individual will be reviewed. If in such an event, GIT provides Service based on individual's credit information, GIT will notify both parties. Individual will be responsible for payment regardless of the address to which bills are sent. b) GIT may require Customer to make a suitable deposit as security for payment. The amount and form of deposit and any adjustments hereto, will be determined by GIT, and may include: cash payment; letter of credit; guaranty agreement by an entity, person or persons other than Customer and acceptable to GIT; or other such instrument or security as deemed necessary. Payment of a deposit does not relieve Customer from its obligation for prompt payment of bills on presentation and does not constitute waiver or modification of GIT's right to discontinue service for nonpayment. Upon termination of Service, any cash deposit, will be credited to Customer's final bill and any credit balance refunded. c) Customer authorizes GIT to charge all applicable Service charges, as listed in Section 4 above, to Customer's credit card account indicated on the front of this Agreement, including any and all unpaid sums accrued to the date of termination in the event of Customer default for non-payment. In the event the credit card company for any reason does not accept the charge, the Customer remains fully responsible for the payment of all amounts owed.

12. A DISCONNECTION FOR CAUSE. If payment by Customer of any sum due to GIT is not made on time, or if Customer is in anyway in violation of or in default under this Agreement, the Carrier Agreement, applicable tariff filed with a PUC or any governing laws, rules and regulations of any governmental authorities, GIT, per Section 13 or in the case of suspected fraud, and without incurring any liability to Customer, has the right to immediately request the carrier to either temporarily disconnect or terminate any or all service to Customer and terminate this Agreement as well as Service provided under any other agreement between Customer and GIT. In certain circumstances including, but not limited to suspected fraud, GIT and Carrier may suspend or terminate any Service without notice to Customer. GIT also has the right to exercise any other remedy existing at law or in equity. Customer will be charged for any Service reactivation.

13. TERMINATION BY CUSTOMER OR GIT. SERVICE a) Customer may at any time with or without cause terminate this Agreement and Service by written notice to GIT. b) GIT may, without incurring any liability to Customer, terminate this Agreement and Service if the underlying carrier terminates Service to GIT. c) GIT, in addition to its rights under Sections 11 and 12 may at anytime, with or without cause, by written notice to Customer, without incurring any liability to Customer, terminate this Agreement and Service. Service disconnection for non-payment will not occur for at least twenty (20) days after notice to Customer. d) Termination by Customer or GIT will not relieve Customer's responsibility for payment of all outstanding charges. In the event of termination of the Agreement, subject to any governmental regulation, GIT may request that the underlying carrier not release Customer's equipment identification number until all outstanding charges have been paid. **EQUIPMENT** e) Any Product order may be terminated in writing if received by GIT prior to shipment. b) Damaged Product(s) must be returned pursuant to the Limited Warranty Instructions.

14. MINIMUM COMMITMENTS AND TERMINATION FEES. The Initial Required Minimum Commitment Period ["IRMCP"] for month-to-month rate plans is rate plan specific and the GIT termination fee applies to any early termination during the IRMCP. b) The IRMCP and early termination fees for Contract Rate Plans are designated by each Contract Rate Plan available and apply an early termination during the IRMCP. No termination fees apply upon Customer conversion to a new GIT Contract Rate Plan, however. A new IRMCP begins and termination charges applicable to the new Contract Rate Plan will apply if cancelled within the new IRMCP. c) Upon completion of the IRMCP, Customer shall continue on the same rate plan on a month-to-month basis until termination of Service or rate plan change.

15. LIMITATION OF LIABILITY. Because GIT has no control over the Service furnished, Customer expressly understands and agrees that the liability and obligations of GIT to Customer under this Agreement for Service are strictly controlled and limited by the Carrier Agreement and by the underlying carriers tariff, if any, and the laws rules and regulations of the FCC and other governmental authorities which may from time to time have jurisdiction. IN ANY EVENT REGARDLESS OF THE FORM OF ACTION WHETHER FOR BREACH OF CONTRACT, WARRANTY, WILLFUL MISCONDUCT, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER SHALL BE LIMITED TO A CREDIT ALLOWANCE FROM GIT IN AN AMOUNT EQUIVALENT TO A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES FOR SERVICE PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE PERIOD DURING WHICH SUCH DAMAGES OCCUR. IN THE EVENT OF LATE DELIVERY, NON-DELIVERY, OR DAMAGE OF PRODUCT(S), STRICT LIABILITY, IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCT(S) SOLD WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. CUSTOMER'S SOLE REMEDY IS TO REQUEST GIT, AT GIT'S OPTION, TO EITHER REFUND THE PURCHASE PRICE, OR REPAIR OR REPLACE ANY PRODUCT THAT IS NOT AS WARRANTED. IN NO EVENT SHALL GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO CREDIT ALLOWANCE WILL BE GIVEN FOR DAMAGES CAUSED BY CUSTOMER'S NEGLIGENCE OR WILLFUL ACTS. WHEN ROAMING, CUSTOMER IS SUBJECT TO THE SAME LIMITATIONS ON LIABILITY THAT THE UNDERLYING CARRIER PROVIDING SERVICE IMPOSES ON ITS CUSTOMERS. GIT DISCLAIMS ALL LIABILITY UNDER SUCH CIRCUMSTANCES. No action or claim, regardless of form, arising out of the transactions hereunder may be brought by Customer more than one year after the cause of action has accrued.

16. WARRANTY LIMITATIONS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THIS AGREEMENT AND THE SERVICE PROVIDED. FURTHER, AS THE UNDERLYING CARRIER IS NOT CONTROLLED BY GIT, NO WARRANTY IS MADE IN REFERENCE TO COVERAGE AVAILABILITY OR GRADE OF SERVICE PROVISON BY THE UNDERLYING CARRIER. ACCESS TO CERTAIN EMERGENCY SERVICES (IE 911) IS SUBJECT TO CAPABILITY OF CARRIER SYSTEM, CUSTOMER EQUIPMENT AND AVAILABILITY OF PUBLIC EMERGENCY SERVICES. GIT's limited Warranty shall not be enlarged and no obligation or liability shall arise out of GIT's rendering of technical advice, facilities or Service in connection with the purchase of Product(s) hereunder.

17. WAIVERS. The failure of GIT to insist in any one or more instances, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right, shall not be construed as a waiver or relinquishment of the further performance of any such term, covenant or condition of the future exercise of such right.

18. INDEMNIFICATON. Customer shall indemnify and hold GIT's officers, employees, supplier of Service, and agents harmless against any and all claims, demands, suits, judgment, cause of action, losses, expenses, fees (including attorneys' fees), liability or damages for libel, slander or infringements of copyrights from the material transmitted by customer via the telephone access number, and against any and all other claims, demands, suits, judgments, cause of action, losses expenses, fees (including attorneys' fees), liability or damages including, without limitation, any personal injury or death arising in any way directly or indirectly in connection with this Agreement or the use or inability to use the telephone access number. This indemnity shall survive the termination of this Agreement.

19. GIT's EXPENSES. Customer shall pay to GIT all costs and expenses including, without limitation, reasonable attorney's fees, collection agency fees and court costs, incurred by GIT in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

20. EXCUSABLE DELAY AND FAILURE TO PERFORM. GIT shall not be liable for any delay or failure to perform due to any cause beyond its control.

21. CALIFORNIA. For Service provided in California, any complaints against the underlying carrier, GIT or its agent should be brought to the attention of the management of GIT. Appeals may be submitted to the California Public Utilities Commission by stating your claim in writing to: CPUC -Consumer Affairs. (In Northern California) 505 Van Ness Ave, Room 4300, San Francisco CA 94102. (In Southern California) 107 So Broadway, Room 5109, Los Angeles CA 90012

22. GENERAL. a) This agreement, including the rates and charges expressly incorporated by reference herein is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the provision of service. b) No modification hereof will be binding upon GIT unless the modification is in writing and signed by a duly authorized representative of GIT. c) If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision will be deemed omitted to the extent so contrary prohibited or invalid, but the remainder of the Agreement will remain in effect. d) Captioned headings have been included in this Agreement merely for convenience of reference and they are not to be considered part of or to be used in interpreting this Agreement. e) No assignment or transfer in whole or in part of this Agreement (except for assignment by GIT to the underlying carrier (or a GIT affiliate) shall be binding upon GIT or Customer without the express written consent of GIT. f) This Agreement with be binding upon and inure to the benefits of the parties hereto and their respective successors, administrators legal representatives, heirs and assign where permitted by this Agreement. g) Global Information Technologies, LLC does not grant to Customer any right to use the Global Information Technologies, LLC name, trademarks, trade names, or logos. THIS AGREEMENT WILL BE ENFORCED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO ARIZONA CONFLICT OF LAW RULES.

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS. THE PARTIES ALSO AGREE THAT A FAX SIGNATURE WILL BE DEEMED AN ORIGINAL

Customer Signature _____ Date _____

GIT Satellite Communications

128 Beowulf Ln
Leesburg, Ga 31763
229-903-0827 ph 678-623-9975 fax
mike.lawson@gitsat.com **Date:** 7/14/2008
REP: Mike Lawson

BILL TO				
Customer Social Security # or Business Federal ID#:				
Name:		**Tax Exempt:** Certificate Must Be Attached		
Attn:		Business Type: GSA?		
Incorporated: (circle one) Y N		Email:		
Address:			Country:	
City:	State:	Zip:		
Fax:	Home Ph:	Work Ph:		
Account Password:	Passwrd Reminder:			
*Not be a free email account as sensitive information may be sent to this address upon your request.				

SHIP			
Name:	Auth User:		
Attn:	Auth Contact:		
Address:		Country:	
City:	State:	Zip:	
Phone #:	Email :		

CC	
Name on credit card:	
Billing address on card:	
Credit Card # (Visa, MC):	Exp. Date:

	Category	Description	Quantity	Unit Price	Total
IRIDIUM EQUIPMENT	Phones	New 9505 Portable Phone Kit		$1,395.00	$ -
		Connect Inside Iridium Transceiver		$3,295.00	$ -
	Pagers	Refurbished 9501 Pager		$349.95	$ -
	Antennas	Antenna Adapter		$55.00	$ -
		Portable Auxiliary Antenna		$110.00	$ -
		Replacement Antenna 9500 Phone		$202.50	$ -
		Replacement Antenna 9505 Phone		$202.50	$ -
		Mobile Mount Antenna - Fixed		$187.50	$ -
		Mobile Mount Antenna - Magnetic		$187.50	$ -
		Fixed Mast Antenna	5	$209.73	$ 1,048.65
	Batteries	Battery High Capacity LI ION		$89.95	$ -
		Battery Ultra High Cap LI ION - 9500		$132.95	$ -
	Cables	Custom Cable: $/ft up to 20 ft		$6.00	$ -
		Custom Cable: $/ft, 20 ft up to 50 ft		$8.00	$ -
		10 Meter Cable Kit		$219.95	$ -
	Chargers	AC to DC Adaptor w/ Int'l Plug Kit		$125.00	$ -
		Auto Charger Adaptor		$60.00	$ -
		Motorola Solar Charger		$199.00	$ -
	Other	Beam RST 310 Docking Station	5	$1,699.00	$ 8,495.00
		Fifty ft cable w connectors	5	$400.00	$ 2,000.00
MISC					$ -
			SUB TOTAL: USD$		**$ 11,543.65**

SERVICE				
Minimum Commitment Period (circle one):		1 year 2 years		
Pager Activation (circle one):		Satellite Rate Plan:		
Stand Alone (SAP)	Follow Me (FMP)	SIM Card Charge	$	-
Serial #:	Cap Code:	Activation Fee	$	-
MDA's (select 3):		Annual Fee/ Monthly Chrg	$	-
Phone MSISDN #		Voicemail/ SMS	$	-
SIM ICID #:		**EQUIPMENT TAX (If applicable)**	$	-
Phone IMEI #		**FCC TAX**	$	-
ground with insurance		**SHIPPING**	$	345.00
Updated 04.02.08		**TOTAL**	**$**	**11,888.65**

Prepaid plans are non-refundable. Early cancellation fee of $250.00 applies to all service agreements, and early cancellation fee of $750.00 applies to all North American post-paid service agreements. All international accounts will be automatically billed monthly via credit card. By signing this agreement customer agrees that GIT is authorized to charge credit card provided for activation fees, multiple transaction fees, deposit and/or early cancellation fees. Customer agrees to the terms and conditions set out on page 2.

Renew by phone using credit card # & password

US CUSTOMERS: Please automatically bill my credit card monthly for service

X _____ Initial

_____ Initial

_____ Signature (A faxed signature shall be deemed an original.)

_____ Print Name

_____ Date

Contractor Information

(Vendors) How to change your company information

Contract #: GS-35F-0404U
Contractor: GIT SATELLITE, LLC
Address: 13740 RESEARCH BLVD STE Q2
AUSTIN, TX 78750-1835
Phone: (512)918-9502
E-Mail: ginger.washburn@gitsat.com
Web Address: http://www.gitsat.com

Socio-Economic : Small business
Women Owned business

Govt. Contracting Officer:
Shellie Heislen
Phone: 816-823-2683
E-Mail: shellie.heislen@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0404U		May 31, 2013	132 12	COOP PURCH DISAST RECOV	
					132 51	COOP PURCH DISAST RECOV	
					132 53	COOP PURCH DISAST RECOV	
					132 8	COOP PURCH DISAST RECOV	

Schedule Summary

For general questions, contact:
IT Acquisition Center
Phone: (703) 605-2700
E-mail: it.center@gsa.gov

70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES



- Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers. Contracts with the COOP PURC icon indicate that authorized state and local government entities may procure from that contract.

GSA Contracts Online
Federal Buyers...
View Contract Clauses

Vendors
Click here to view the current solicitation on FedBizOpps

70 Category list: [- Categories -] [Go]

Category	Description
132 60	Access Certificates for Electronic Services (ACES) Program - AVAILABLE UNDER COOPERATIVE PURCHASING –. This program provides identity management and authentication services and ACES digital certificates for use primarily by external end users to access Federal Government electronic services and transactions in accordance with the X.509 Certificate Policy for the Federal ACES Program.
132 61	Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program - This program provides PKI services and digital certificates for use by Federal employees and contractors to the Federal Government in accordance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.
132 62	Homeland Security Presidential Directive 12 (HSPD-12) Product and Service Components - Products and services for agencies to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are: * PIV enrollment and registration services, * PIV systems infrastructure, * PIV card management and production services, * PIV card finalization services, * Physical access control products and services, * Logical access control products and services, * PIV system integration services, and * Approved FIPS 201-Compliant products and services.
132 3	Leasing of Products - SUBJECT TO COOPERATIVE PURCHASING
132 4	Daily/Short Term Rental - SUBJECT TO COOPERATIVE PURCHASING - Daily or Short Term Rental of Information Technology Equipment is from one day to 365 days.

132 8 Purchase Of Equipment - SUBJECT TO COOPERATIVE PURCHASING - Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition I/O devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment, installation of telephone equipment, and used equipment.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

Boards

Cables

Desktop Computers

Digital Cameras

Display, Monitors

Drives/Storage Devices

Equipment for Physically Challenged

IT Support Equipment

Laptop/Portable/Notebook Computers

Large Scale/Mainframe Computers

Media

Memory

Microcomputer Control Devices

Modems

Graphic Related Equipment

MP3 Devices

Networking

Optical Imaging Systems

Optical Recognition I/O Devices

Other Communications Equipment

Other I/O and Storage Devices

PDAs

Power Protect

Printers

Professional Workstations

Projectors

Scanners

Servers

Speakers

Used Equipment

Video Cards

Web Cams

Airborne Radar Equipment

Broadcast Band Radio

Microwave Radio Equipment

Radio Navigation Equipment/Antennas

Radio Transmitters/Receivers, Airborne

Satellite Communications Equipment

Two-Way Radio

Telephone Equipment

Audio and Video Teleconferencing Equipm.

Communications Security Equipm.

Facsimile Equipment

Telephone Answering and Voice Messaging

Pagers and Public Address Systems

Misc. Communication Equipment

132 12 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING - Includes maintenance of radio/telephone equipment and maintenance of computer equipment.

132 32 Term Software License - SUBJECT TO COOPERATIVE PURCHASING - Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

Application

Business Mgmt

Communication

Educational

Electronic Commerce/Internet

Entertainment

Financial Management

Graphics

Home & Ref.

Kid's Center

License Center

Macintosh

Multimedia

Office Suites

Operating Systems

PDA Software

Programming

Utility

Virus Detect

Application Software (large scale computers)

Communication Software (large scale computers)

EC Software (large scale computers)

Financial Management (large scale computers)

Operating Systems (large scale computers)

Utility Software (large scale computers)

132 33 Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING - Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software.

132 34 Maintenance of Software - 1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user?s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

132 50 Classroom Training - SUBJECT TO COOPERATIVE PURCHASING - Includes training

132 51 Information Technology Services - SUBJECT TO COOPERATIVE PURCHASING - Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, millennium conversion services, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

Auto. Info. System Design & Integration

Automated News, Data and other Info. Services

CAD/CAM Services

Desktop Management

IT Backup and Security Services

IT Data Conversion Services

IT Facility Operation and Maintenance

IT Network Management Services

IT Systems Analysis Services

IT Systems Development Services

Information Assurance

Programming Services

132 52 Electronic Commerce Services - SUBJECT TO COOPERATIVE PURCHASING - Includes value added network services, e-mail services, Internet access services, and other data transmission services.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

E-Mail Services

Internet Access Services

Navigation Services

Other Data Transmission Services

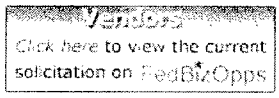
Value Added Network Services

132 53 Wireless Services - SUBJECT TO COOPERATIVE PURCHASING

Schedule Summary

For general questions, contact:
The Management Services Center
Phone: 1-800-241-RAIN
E-mail: R10MSC.Consolidated@gsa.gov

00CORP **THE CONSOLIDATED SCHEDULE (formerly Corporate Contracts Schedule)** - The Consolidated Schedule encompasses most of the service schedules within the Multiple Awards Schedules program. This schedule provides a streamlined approach to fulfilling requirements that fall within the scope of more than one schedule for acquiring a total solution. Contractors under this schedule hold a single contract that includes two or more combined services from schedules such as: Facilities Maintenance, Office Imaging and Document Solutions, Training, Information Technology, Publications, Financial and Business Solutions, Advertising and Integrated Marketing Solutions, Language, Human Resources, Professional Engineering, MOBIS, Logworld, and Environmental.



00CORP Category list: - Categories - GO

Category	Description
C 5820C	Radio and Television Communication Equipment - SUBJECT TO COOPERATIVE PURCHASING - Except Airborne, Includes Telemetering Equipment; Monitors and Monitors/Receivers, Including Spare & Repair Parts and Accessories; Television Cameras, Color or Monochrome, Including Spare & Repair Parts and Accessories; Audio Equipment, Including Spare & Repair Parts and Accessories; Closed Circuit/Surveillance Equipment, Including Spare & Repair Parts and Accessories; Telecommunications Equipment, Including Spare & Repair Parts and Accessories. Refer to Schedule Number 70 for additional providers of this item. Contact: Mike Butterfield (703) 605-2780; Michael.butterfield@gsa.gov or Debbie Lague (703) 605-2780; Deborah.lague@gsa.gov Contact: Debbie Lague (703) 605-2780; Deborah.lague@gsa.gov
C 5825	Radio Navigation Equipment, Except Airborne - SUBJECT TO COOPERATIVE PURCHASING - Includes Loran Equipment; Shoran Equipment; Direction Finding Equipment. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
C 7010	IT Equipment System Configuration - SUBJECT TO COOPERATIVE PURCHASING - Note-a group of general-purpose analog, digital, or hybrid electronic or electromechanical devices that are interconnected to operate as a system. Frequently referred to as an IT system, although the term

	"system" is not considered definitive. Includes an assembly of devices consisting of a central processing unit (CPU) and the necessary input/output devices, accessorial devices, analog measurement devices, software and/or firmware required to perform the desired objectives. Also includes subassemblies and units in which input/output devices, CPUs, and/or accessorial devices or components are incorporated into a single assembly or unit. A specially designed device incorporated into a system shall not influence the classification of the base assembly or unit. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703) 605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
C 7025	IT input/output and Storage Devices - SUBJECT TO COOPERATIVE PURCHASING - This class includes devices used to control and transfer information to and from a Computer (as modified).The input device is used for transferring data and instructions into a computer. The output device is used to transfer results of processing by the computer to IT peripheral devices. Input/output devices combine the above functions in the same device. This class includes printers, display units, disk drive units (magnetic, optical and floptical), tape drive units, terminals, data entry devices and transfer units. Also includes Optical Compact Disk (CD) devices used for the storage and retrieval of data and firmware. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
C 7030	IT Software - SUBJECT TO COOPERATIVE PURCHASING - Note-Software is a series of instructions or statements in a form acceptable to a CPU, designed to cause the ITE configuration to execute an operation or operations; or a collection of data in a form capable of being processed and operated on by a computer. Includes System programs, such as operating systems, assemblers, compilers, executive routines, interpreters, translators; utility programs, such as sort/merge programs, media conversion, maintenance diagnostic programs; and application programs, such as payroll, inventory control, and engineering analysis programs. Excludes Software designed to Government specifications to satisfy the requirements of a particular user or for use with ITE properly classifiable in an FSG other than FSG 70. Also excludes operating manuals and programmers' manuals properly classified in FSG 76. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
C D301	IT Facility Operation and Maintenance Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
C D302	IT Systems Development Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D306	IT Systems Analysis Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov

C D307	Automated Information System Design and Integration Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D308	Programming Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D310	IT Backup and Security Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D311	IT Data Conversion Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D316	Telecommunications Network Management Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D317	Automated News Services, Data Services, or Other Information Services - SUBJECT TO COOPERATIVE PURCHASING - Buying data, the electronic equivalent of books, periodicals, newspapers, etc. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C D399	Other ADP and Telecommunications Services (includes data storage on tapes, compact disks, etc.) - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
C J070	Information Technology - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact Tonya Ford (703) 605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
C N070	Information Technology Installation of IT Equipment - SUBJECT TO COOPERATIVE PURCHASING - (including firmware), software, supplies and support equipment. Refer to Schedule Number 70 for additional providers of this item. Contact Tonya Ford(703)605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2753; janice.kimbrough@gsa.gov
C U012	IT Software, Equipment, and Telecommunications Training - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional

providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov

Search Results Summary

Search Criteria: **GS-35F-0404U**

Contractor/Manufacturer matches

Source	Description
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers. Contracts with the COOP PURC icon indicate that authorized state and local government entities may procure from that contract. Contractors GIT SATELLITE, LLC [**GS-35F-0404U**]

GIT Satellite Communications

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Trade-Up to Iridium Promotion EXTENDED



Satellite Phone Rentals

Global Information Technologies specializes in satellite communications for remote industry sites, business and personal users, and government agencies such as Homeland Security agencies, state and federal agencies. GIT offers a complete line of satellite products and services, including the Motorola and Iridium satellite phones, satellite pagers, and accessories, with satellite phone service from Iridium, as well as Globalstar phones, service, and accessories. The GIT product line also includes the new BGAN satellite voice and data terminals including the Thrane BGAN Explorer terminals and the Hughes terminal with BGAN satellite service from Inmarsat. The Sectera family of secure voice products provide an ideal solution for government and businesses with a need for confidentiality.

ISO REGISTERED COMPANY
ISO 9001:2000

GSA Contractor GS-35F-0404U

Featured Products



Beam RST620 Fixed Satellite Phone



Thrane Explorer 527 BGAN unit



MSV MSAT G-2 Mobile Satellite Radio

Satellite Service, Engineering and Innovative Customer Solutions

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- Overview
- FAQ
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- Contractor Team Arrangements
- Cooperative Purchasing
  - FAQ
- Disaster Recovery Purchasing
- For Customers - Ordering from Schedules
- For Vendors - Getting on Schedule
- Legal Corner
- Other Direct Costs
- Schedules News
- GSA Schedules Background
- Hot Topics
- MAS Express Program
- Options on GSA Schedule Contract Orders
- Schedules & Other Supplies & Services

Home > About GSA > Acquisition Solutions > Schedules > Cooperative Purchasing > Cooperative Purchasing (FAQ)

Frequently Asked Questions

Cooperative Purchasing

1. What is Cooperative Purchasing?
2. Can state and local governments purchase from all GSA Schedules?
3. Can state and local governments utilize GSA Governmentwide Acquisition Contracts (GWACs) under Cooperative Purchasing?
4. When did the Cooperative Purchasing Program go into effect?
5. How are state and local governments defined?
6. Are Cooperative Purchasing orders subject to the Industrial Funding Fee (IFF)?
7. Will GSA waive, or give a portion of, the IFF to state and local government entities?
8. Are state and local government entities required to use the GSA Schedules Program?
9. Are Schedule contractors required to accept orders from state and local government entities?
10. How do state and local government entities place orders against Schedule contracts? Do such orders against Schedule contracts meet competition requirements?
11. If the contractor does not perform acceptably under a Cooperative Purchasing order issued by a state or local entity, should the ordering activity request the GSA contracting officer take corrective measures?
12. Under Cooperative Purchasing, can ordering activities include terms and conditions required by state or local statutes, ordinances, regulations, or orders?
13. Are any GSA Schedule contract terms and conditions not incorporated by reference into Cooperative Purchasing orders?
14. Are Prompt Payment provisions incorporated into Cooperative Purchasing orders?
15. Are state and local government preference programs affected by Cooperative Purchasing?
16. May state and local government entities use credit cards to purchase products and services under this program?
17. Can state and local governments issue Blanket Purchase Agreements (BPAs) under the Schedule contracts?
18. Can state and local government entities be granted additional price reductions under the Schedule contracts?
19. Will a spot discount to state and local government entities under the GSA Schedule contract trigger the Price Reductions clause?
20. Does the Trade Agreements Act apply to contracts between the Schedule contractor and state and local government entities?
21. Can state or local government grantees purchase information technology from GSA Schedule 70 or the Consolidated Schedule? If state or local governments themselves receive grant money, can they purchase IT from GSA Schedule 70 or the Consolidated Schedule?
22. Can state and local government entities use GSA *Advantage!*® to

CONTACTS

IT Center Hotline
(703) 605-2700
Fax (703) 605-9839
IT.Center@gsa.gov
- View Contact Details
- Organization Page

MAS Helpdesk (National Customer Service Center)
(800) 488-3111
Fax (816) 926-6952
mashelpdesk@gsa.gov
- View Contact Details

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- GSA GWACs

Gov't Charge Cards
- GSA SmartPay®

Global Supply
- GSA Global Supply

Technology Contracts
- Technology Contracts

e-TOOLS
- GSA *Advantage!*®
- e-Buy
- Schedules e-Library
- eOffer/eMod
- FedBizOpps
- Vendor Support Center
- Schedule Sales Query

REFERENCE
- Federal Acquisition Regulation (FAR)
- GSA Acquisition Manual (GSAM)
- Power Up e-Tools

TRAINING FROM GSA
- Center for Acquisition Excellence

RELATED GSA TOPICS
- Eligibility to Use GSA Sources
- Center for Facilities Maintenance & Hardware
- Environmental Products
- FAS Organization Page
- Greater Southwest Acquisition Center
- Center for IT Schedule Programs
- Management Services Center
- National Furniture Center
- Administrative Services and Office Supplies Acquis
- Center for Services Acquisition
- Vehicle Acquisition and Leasing Services

GOVERNMENT LINKS

place orders under Cooperative Purchasing?

23. Where can I obtain more information about Cooperative Purchasing?

Cooperative Purchasing

1. What is Cooperative Purchasing?

   Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act to allow for "Cooperative Purchasing." Cooperative Purchasing allows for the Administrator of General Services to provide states and localities access to certain items offered through the General Services Administration's (GSA's), Federal Supply Schedule 70, Information Technology (IT), and Consolidated (formerly Corporate Contracts) Schedule contracts, containing IT Special Item Numbers (SINs). The information technology available to state and local governments includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.

2. Can state and local governments purchase from all GSA Schedules?

   No. Section 211 of the Act only allows for state and local government entities to purchase from GSA Schedule 70, Information Technology, and Consolidated (formerly Corporate Contracts) Schedule contracts containing IT SINs. State and local government entities may not purchase information technology from any other GSA Schedules.

3. Can state and local governments utilize GSA Governmentwide Acquisition Contracts (GWACs) under Cooperative Purchasing?

   No. State and local government entities may only purchase information technology from GSA Schedule 70, Information Technology, and Consolidated (formerly Corporate Contracts) Schedule contracts containing IT SINs. GSA Governmentwide Acquisition Contracts (GWACs) are not authorized for use by state and local government entities under Section 211 of the E-Government Act of 2002.

4. When did the Cooperative Purchasing Program go into effect?

   Cooperative Purchasing was effective upon publication of the interim rule in the Federal Register (May 7, 2003). Effective May 18, 2004, the final rule governing state and local use of GSA Schedule contracts was published. The final rule is basically unchanged from the interim rule, but does clarify that contractors can offer additional discounts to state and local governments without invoking the Price Reductions clause.

   Since the issuance of the interim and final rules, GSA Schedule 70 and Consolidated (formerly Corporate Contracts) Schedule contracts containing IT SINs have been and will continue to be modified, as mutually agreed between the Schedule contractor and GSA, to allow Schedule contractors to participate in the Cooperative Purchasing Program.

   Vendors submitting new offers for GSA Schedule 70 contracts and Consolidated Schedule contracts containing IT SINs are also required to indicate whether they will offer Cooperative Purchasing.

5. How are state and local governments defined?

   The General Services Administration Acquisition Manual (GSAM), Part 538.7001, Definitions, offers the following definition of state and local governments:

   "The States of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other

- FAR 8.4
- Department of Veterans Affairs Schedules
- Excluded Parties List

Contacts

GSA Staff Directory

GSA Organizations

Choose... GO

Abbreviation Look-up

GSA Regions by State

Choose State: AK GO

QuickLinks

A-Z Links to GSA Topics

institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments."

The term does not include contractors or grantees of state or local governments.

6. Are Cooperative Purchasing orders subject to the Industrial Funding Fee (IFF)?

   Yes. Each Schedule contract price includes an industrial funding fee, which is represented in the prices paid by ordering activities and passed on to GSA by Schedule contractors. The IFF reimburses GSA for procurement and administrative costs incurred to operate the GSA Schedules Program.

7. Will GSA waive, or give a portion of, the IFF to state and local government entities?

   No.

8. Are state and local government entities required to use the GSA Schedules Program?

   No. Cooperative Purchasing is voluntary for both state and local government entities and for Schedule contractors. State and local entities have full discretion to decide if they wish to make a GSA Schedule purchase, subject to any limitations that may be established under state and local laws and procedures.

9. Are Schedule contractors required to accept orders from state and local government entities?

   Schedule contractors have the option of deciding whether they will accept orders placed by state or local government buyers. Schedule contractors will make this decision on two levels. First, at the contract level, Schedule contractors will decide whether they want to offer Cooperative Purchasing and, if so, the applicable SINs to be offered. Schedule contractors will then either enter into a mutual agreement with GSA to modify the existing Schedule contract or indicate, prior to contract award, their intent to offer their Schedule products and services under Cooperative Purchasing. Second, even after an existing contract is modified or a new contract awarded, a Schedule contractor will retain the right to decline orders received from state or local government entities on a case-by-case basis. Schedule contractors may decline an order, for any reason, within a five-day period after receipt of the order; however, credit card orders must be declined within 24 hours (GSAM 552.232-79).

10. How do state and local government entities place orders against Schedule contracts? Do such orders against Schedule contracts meet competition requirements?

    State and local government entities are encouraged to use GSA's Schedule Ordering Procedures to ensure the benefit of receiving the best value from GSA Schedule contractors. **When state and local governments follow the GSA Schedule Ordering Procedures**—i.e., the Ordering Procedures for Supplies, and Services Not Requiring a Statement of Work (Federal Acquisition Regulation (FAR) 8.405-1) or the Ordering Procedures for Services Requiring a Statement of Work (FAR 8.405-2)—use of the GSA Schedules Program is considered to be a "competitive procedure" under the Competition in Contracting Act of 1984 (CICA). State and local entities may include terms and conditions required by statute, ordinance, regulation, or order to the extent that these terms and conditions do not conflict with the terms and conditions of the GSA Schedule contract.

11. If the contractor does not perform acceptably under a Cooperative Purchasing order issued by a state or local entity, should the ordering activity request the GSA contracting officer take corrective measures?

No. Acceptance of an order by the Schedule contractor under Cooperative Purchasing constitutes the formation of a new contract between the non-federal ordering activity and the Schedule contractor. The ordering activity's contracting officer is responsible for all contract administration under the new contract.

While the majority of the terms and conditions of the Schedule contract are incorporated by reference into the Cooperative Purchasing order (see Questions 13 and 14, below, for exceptions), the federal government is not liable for the contractor's performance, or non-performance. Disputes that cannot be resolved by the parties may be litigated in any state or federal court with jurisdiction, using the principles of federal procurement law and the uniform commercial code, as applicable and appropriate.

However, state and local government entities may submit information concerning a contractor's performance to the GSA contracting officer for consideration when evaluating the contractor's overall performance under the GSA Schedule contract.

12. Under Cooperative Purchasing, can ordering activities include terms and conditions required by state or local statutes, ordinances, regulations, or orders?

    Yes. However, the additional terms and conditions must be included as a part of the Statement of Work (SOW) or the Statement of Objectives (SOO) and must not conflict with the terms and conditions of the GSA Schedule contract.

13. Are any GSA Schedule contract terms and conditions not incorporated by reference into Cooperative Purchasing orders?

    Yes. The following contract terms and conditions are not incorporated by reference into Cooperative Purchasing orders:

    - Disputes Clause;
    - Patent Indemnity Clause; and
    - Certain Commercial Item Contract Terms and Conditions. Portions of the commercial item contract terms and conditions that specify compliance with laws unique to federal government contracts are not applicable to Cooperative Purchasing orders.

14. Are Prompt Payment provisions incorporated into Cooperative Purchasing orders?

    Yes. GSAM 552.232-81, Payments by Non-Federal Ordering Activities, allows for the terms and conditions of a state's prompt payment law to apply to orders placed by eligible non-federal ordering activities. However, if the ordering activity is not otherwise subject to a state prompt payment law, the activity is covered by the federal prompt payment act in the same manner as federal ordering activities.

15. Are state and local government preference programs affected by Cooperative Purchasing?

    No. Cooperative Purchasing does not affect state and local government preference programs.

16. May state and local government entities use credit cards to purchase products and services under this program?

    Yes. Schedule contractors may accept any state and local government-issued credit cards for orders placed under Cooperative Purchasing. Contractors are required to accept credit cards for orders up to the micro-purchase threshold and contractors may voluntarily accept credit cards for orders exceeding the micro-purchase threshold.

17. Can state and local governments issue Blanket Purchase

Agreements (BPAs) under the Schedule contracts?

Yes. State and local government entities may issue BPAs under the Schedule contracts. In order to qualify as a GSA Schedule BPA, the competition underlying the award of the BPA must be conducted in accordance with the GSA Schedule ordering procedures.

18. Can state and local government entities be granted additional price reductions under the Schedule contracts?

Yes. State and local government entities may be granted additional price reductions under Cooperative Purchasing.

19. Will a spot discount to state and local government entities under the GSA Schedule contract trigger the Price Reductions clause?

No. Granting state and local government entities additional price discounts under the GSA Schedule contract will not trigger the Price Reductions clause.

20. Does the Trade Agreements Act apply to contracts between the Schedule contractor and state and local government entities?

Yes. All Schedule contract terms and conditions, except those stated in Questions 13 and 14, apply to contracts between the GSA Schedule contractor and state and local government entities.

21. Can state or local government grantees purchase information technology from GSA Schedule 70 or the Consolidated Schedule? If state or local governments themselves receive grant money, can they purchase IT from GSA Schedule 70 or the Consolidated Schedule?

Under the Cooperative Purchasing Program, only *state and local government entities*, as defined in General Services Administration Acquisition Manual (GSAM) 538.7001, are eligible to purchase information technology from GSA Schedule 70 or the Consolidated Schedule. As noted in the definition, the term, *state and local government entities*, "...does not include contractors of, or grantees of, state or local governments." Thus, state or local government grantees cannot purchase IT under the Cooperative Purchasing Program.

With regard to state or local governments themselves receiving grant money, these entities are eligible users under the Cooperative Purchasing Program by virtue of meeting the definition of *state and local government entities*; the source of funding for these entities is irrelevant.

22. Can state and local government entities use GSA *Advantage!®* to place orders under Cooperative Purchasing?

Yes. In addition to their previous capability to "browse" on GSA *Advantage!®*, state and local government entities may now use the GSA *Advantage!®* online shopping and ordering system to purchase products and services from Schedule contractors that have agreed to offer Cooperative Purchasing. Products and services available for Cooperative Purchasing are identified on GSA *Advantage!®* with the Cooperative Purchasing icon.

Payments for state and local government purchases on GSA *Advantage!®* are limited to credit card payments using a state or local government issued credit card. No other form of payment will be accepted at this time. State and local government customers must also register and obtain the necessary approvals from a supervisor or approving official as part of the registration process. State and local government ordering activities are responsible for ensuring that only authorized representatives of their governments place orders, and that the products and services purchased will only be used for governmental purposes.

Orders placed through GSA *Advantage!®* will be transmitted directly to GSA Schedule contractors. Schedule contractors will, in turn, ship the products and/or perform the services prior to billing the customer's credit card. GSA does not ship merchandise or bill

the customer's credit card. All order/billing problems and/or discrepancies must be addressed directly with Schedule contractors.

23. Where can I obtain more information about Cooperative Purchasing?

    To view a wealth of information on Cooperative Purchasing, visit the Center for Acquisition Excellence.

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Printer Friendly format

RE: Chandra's Quote

Delete | Reply | Reply All | Forward | Move/Copy

Show Header

Print Hide Envelope

From: Mike Lawson Add to Address Book
To: 'Alberto Hernandez'
Date: Tuesday, July 08, 2008 2:15:15 PM
Subject: RE: Chandra's Quote

GIT Iridium Order Form-Hildalgo-Co-7-8-08.xls

Good Afternoon Bert: Please find attached the amended quote we discussed earlier. Please let me know if you have any questions and I look forward to working with you.
Thank you,
Mike

From: Alberto Hernandez [mailto:alberto.hernandez@hchd.org]
Sent: Tuesday, July 08, 2008 10:10 AM
To: mike.lawson@gitsat.com
Subject: Chandra's Quote

Good Morning,

Mike thank you for all your help. Attached is a copy of what Chandra had sent to my boss. Please send the quote to my email address.

Thanks again,

ALBERTO (BERT) HERNANDEZ
Health Alert Network Administrator

Hidalgo County Health and Human Services
Public Health Preparedness and Response Team
1304 S. 25th Ave., Edinburg, TX 78539
alberto.hernandez@hchd.org
956.318.2426 Office
956.318.2431 Fax
956.318.2432 24/7
www.hchd.org

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for indoor signals
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quote # 1

7/8/2008

GIT Satellite Communications

128 Beowulf Ln
Leesburg, Ga 31763
229-903-0827 ph 678-623-9975 fax
mike.lawson@gitsat.com **Date:** _____

REP:

BILL TO				
Customer Social Security # or Business Federal ID#:				
Name:			**Tax Exempt:** Certificate Must Be Attached	
Attn:			Business Typ	
Incorporated: (circle one) Y N			Email:	
Address:				Country:
City:		State:	Zip:	
Fax:	Home Ph:		Work Ph:	
Account Password:		Passwrd Reminder:		
*Not be a free email account as sensitive information may be sent to this address upon your request.				

SHIP			
Name:		Auth User:	
Attn:		Auth Contact:	
Address:			Country:
City:	State:	Zip:	
Phone #:	Email :		

CC	
Name on credit card:	
Billing address on card:	
Credit Card # (Visa, MC):	Exp. Date:

IRIDIUM EQUIPMENT	Category	Description	Quantity	Unit Price	Total
	Phones	New 9505 Portable Phone Kit		$1,395.00	$ -
		Connect Inside Iridium Transceiver		$3,295.00	$ -
	Pagers	Refurbished 9501 Pager		$349.95	$ -
	Antennas	Antenna Adapter		$55.00	$ -
		Portable Auxiliary Antenna		$110.00	$ -
		Replacement Antenna 9500 Phone		$202.50	$ -
		Replacement Antenna 9505 Phone		$202.50	$ -
		Mobile Mount Antenna - Fixed		$187.50	$ -
		Mobile Mount Antenna - Magnetic		$187.50	$ -
		Fixed Mast Antenna	5	$219.95	$ 1,099.75
	Batteries	Battery High Capacity LI ION		$89.95	$ -
		Battery Ultra High Cap LI ION - 9500		$132.95	$ -
	Cables	Custom Cable: $/ft up to 20 ft		$6.00	$ -
		Custom Cable: $/ft, 20 ft up to 50 ft		$8.00	$ -
		10 Meter Cable Kit		$219.95	$ -
	Chargers	AC to DC Adaptor w/ Int'l Plug Kit		$125.00	$ -
		Auto Charger Adaptor		$60.00	$ -
		Motorola Solar Charger		$199.00	$ -
	Other	Beam RST 310 Docking Station	5	$1,699.00	$ 8,495.00
		Fifty ft cable w connectors	5	$400.00	$ 2,000.00
MISC					$ -
			SUB TOTAL: USD$		**$ 11,594.75**

SERVICE				
Minimum Commitment Period (circle one):		1 year 2 years		
Pager Activation (circle one):		Satellite Rate Plan:		
Stand Alone (SAP)	Follow Me (FMP)	SIM Card Charge	$ -	
Serial #:	Cap Code:	Activation Fee	$ -	
MDA's (select 3):		Annual Fee/ Monthly Chrg	$ -	
Phone MSISDN #		Voicemail/ SMS	$ -	
SIM ICID #:		**EQUIPMENT TAX (If applicable)**	$ -	
Phone IMEI #		**FCC TAX**	$ -	
ground with insurance		**SHIPPING**	$ 345.00	
Updated 04.02.08		**TOTAL**	**$ 11,939.75**	

Prepaid plans are non-refundable. Early cancellation fee of $250.00 applies to all service agreements, and early cancellation fee of $750.00 applies to all North American post-paid service agreements. All international accounts will be automatically billed monthly via credit card. By signing this agreement customer agrees that GIT is authorized to charge credit card provided for activation fees, multiple transaction fees, deposit and/or early cancellation fees. Customer agrees to the terms and conditions set out on page 2.

Renew by phone using credit card # & password _____ Initial

US CUSTOMERS: Please automatically bill my credit card monthly for service. _____ Initial

X _____ Signature (A faxed signature shall be deemed an original.) _____ Date

_____ Print Name

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Page # 1

This agreement is subject to the following terms and conditions

1. DEFINITIONS. As used throughout this document, the following terms have the meaning set forth herein: Global Information Technologies shall mean "GIT" as Seller, and GIT shall mean Global Information Technologies, as Reseller of wireless service ("Service). "Customer" shall mean the person or company purchasing GIT Product(s) using this order form, which will become a contract [the "Agreement"] when GIT accepts Customer's offer by activating Service. "Product(s)" or "Equipment" collectively shall mean wireless products including, but not limited to, phones, pagers, satellite transceivers and accessories.

2. ACCEPTANCE: NO SALES TO MINORS; RESALE OF SERVICE PROHIBITED. a) GIT will not accept any offer from a person under legal age. b) Service is available for Customer's own use; resale of Service purchased hereunder is prohibited. c) The parties agree that Customer's order is an offer to purchase Service or Product(s) identified on page 1 hereof, at the price(s) listed in the current GIT Products portfolio and subject to the terms and conditions stated herein, which shall become a binding contract when accepted by GIT. Customer agrees that these terms and conditions may not be altered, supplemented, or amended by the use of any other document(s), and any such attempt will be null and void. GIT will indicate acceptance of Customer's order by shipping the selected Product(s). Customer's purchase order may indicate a PO number for billing reference selected rate plan and selected additional features. The banking negotiation or other use of any payment shall not constitute an acceptance by GIT. d) GIT makes no representations, certifications, or warranties whatsoever with respect to the ability of its Service, Product(s) or prices to satisfy any statutes or regulations. e) No GIT Service value-added benefits apply if Product is purchased without associated GIT line of Service.

3. USE OF SERVICE & PRIVACY. Service shall not be used for any purpose that violates the law, or in any ABUSIVE or fraudulent manner. Complete privacy of conversations while using Service is not guaranteed. Except as required by demand of lawful authority, or as authorized in writing by the Customer on record, GIT will not release any Customer confidential information, including call detail, to anyone other than such Customer. Due to privacy laws, call detail records may be sent to Customer via overnight courier or mailed only, and may not be faxed.

4. UNDERTAKING OF GIT. GIT, as a reseller of the Service of an underlying carrier, undertakes to provide Customer with the use of the telephone access number on the terms and conditions set forth herein and any applicable GIT tariff filed with a State Public Utility Commission (PUC) and other regulatory authorities. The underlying carrier solely and exclusively provides Service. Provision of Service may be affected by the terms and conditions set forth in GIT's agreement with the underlying carrier ("Carrier Agreement"), the tariff of the underlying carrier, and the laws, rules and regulations of the Federal Communications Commission ("FCC"), PUC's and other regulatory authorities having jurisdiction. Such Carrier Agreement, tariffs, laws, rules and regulations may supersede the terms of this Agreement or preclude performance by GIT of these terms.

5. TELEPHONE ACCESS NUMBERS. Customer has no property rights in the telephone access number, which may be reassigned or changed by GIT as reasonably necessary in the conduct of its business. Only one phone may be operated in conjunction with Customers access number.

6. AVAILABILITY OF SERVICE. Service is available to subscriber units equipped for Service when within the range of satellites. Such Service is subject to limitations and interruptions as set forth in the Carrier Agreement and carrier tariff if any, including, but not limited to, relocation of equipment by the underlying carrier and capacity or transmission limitations caused by atmospheric and like conditions.

7. PAYMENT OF CHARGES. SERVICE. a) Customer is responsible for payment of all charges for Service rendered, including but not limited to, calls originated from or received by Customer's access number, activation, access, airtime, message units, tolls, landline, interconnects, optional features, early termination fees, and applicable taxes and surcharges of any kind due to any governmental agency having jurisdiction, foreign or domestic (including Foreign, Federal, State, County, or Municipal). b) Access and fixed monthly charges will be billed in advance. Usage sensitive charges will be billed in arrears. c) Payment is due 14 days after invoice date. Late payment may result in temporary or permanent disconnection of Service and a late payment charge equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. d) In the event the phone or pager is lost or stolen, Customer is liable for all usage and or messages unit charges originating from and received by Customer's access number until such time as the loss or theft is reported to GIT and Service is terminated. Customer is responsible to provide GIT with a police report in the event of theft. Monthly charges continue until Service is terminated. e) When payment for Service is made by check, draft or similar negotiable instrument, a charge of $20.00 will be made for each item returned unpaid for any reason. f) Monthly recurring charges for partial months will be prorated based on the actual number of days Service is provided (with every month being considered to have 30 days for this purpose). g) A schedule of charges is available from GIT at 888-GIT-8815. Charges, as referenced in Section 4, are subject to change by GIT effective upon 30 days written notice to Customer. Customer may request, by telephone or in writing, changes in rate plan or features under the Agreement. Conversion to or between contract rate plans requires a signed Addendum modifying the Agreement. h) A pro rata credit adjustment of the fixed monthly charges will be made, at Customer's request, for any continuous Service interruption in excess of 24 hours. **EQUIPMENT.** i) Customer may make payment in full by wire transfer at time of order, or provide a valid credit card number on American Express, MasterCard, or Visa. Customer's credit card will be billed when Product(s) ship. Payment will be deemed made when received by GIT. j) Payment of all applicable local, city, or state taxes are the Customer's responsibility and such taxes will be included on the invoice for Customer's order. k) GIT retains a security interest in the Product(s) until Customer makes payment in full and Product is shipped.

8. EQUIPMENT. a) GIT and any supplier of Service are not responsible under this Agreement for the installation, operation, quality of transmission, or maintenance of Customer's equipment. b) Customer must provide and maintain the equipment, ensure that it is technically and operationally compatible, shall not interfere with the Service of others, and be in compliance with applicable FCC, State or any other governmental authority laws, rules and regulations.

9. PACKAGING; SHIPPING. GIT will pack and ship all Product(s) in accordance with good commercial practices. Customer shall pay shipping and handling charges at the amount invoiced.

10. TITLE; DELIVERY: RISK OF LOSS. a) Title to Product(s) and risk of loss passes to Customer upon delivery. B) Delivery dates are best estimates only. GIT reserves the right to make partial shipments. C) Claims for lost or damaged shipment shall be deemed waived unless presented to GIT in writing within thirty (30) days of shipment/delivery.

11. FINANCIAL INFORMATION, DEPOSITS, PERSONAL GUARANTY & DEFAULT. a) Customer understands and agrees that any and all of the information requested on the front of this Agreement may be used to establish Customer's account for Service, and Customer shall furnish GIT such accurate financial information as GIT may reasonably request from time to time for the purpose of assessing Customer's continuing creditworthiness. Customer authorizes any consumer-reporting agency to compile and furnish GIT with credit information requested by GIT. In the event GIT does not deem any Company credit information sufficient to establish service with GIT, the credit information of individual will be reviewed. If in such an event, GIT provides Service based on individual's credit information, GIT will notify both parties. Individual will be responsible for payment regardless of the address to which bills are sent. b) GIT may require Customer to make a suitable deposit as security for payment. The amount and form of deposit and any adjustments hereto, will be determined by GIT, and may include: cash payment; letter of credit; guaranty agreement by an entity, person or persons other than Customer and acceptable to GIT; or other such instrument or security as deemed necessary. Payment of a deposit does not relieve Customer from its obligation for prompt payment of bills on presentation and does not constitute waiver or modification of GIT's right to discontinue service for nonpayment. Upon termination of Service, any cash deposit, will be credited to Customer's final bill and any credit balance refunded. c) Customer authorizes GIT to charge all applicable Service charges, as listed in Section 4 above, to Customer's credit card account indicated on the front of this Agreement, including any and all unpaid sums accrued to the date of termination in the event of Customer default for non-payment. In the event the credit card company for any reason does not accept the charge, the Customer remains fully responsible for the payment of all amounts owed.

12. A DISCONNECTION FOR CAUSE. If payment by Customer of any sum due to GIT is not made on time, or if Customer is in anyway in violation of or in default under this Agreement, the Carrier Agreement, applicable tariff filed with a PUC or any governing laws, rules and regulations of any governmental authorities, GIT, per Section 13 or in the case of suspected fraud, and without incurring any liability to Customer, has the right to immediately request the carrier to either temporarily disconnect or terminate any or all service to Customer and terminate this Agreement, as well as Service provided under any other agreement between Customer and GIT. In certain circumstances including, but not limited to suspected fraud, GIT and Carrier may suspend or terminate any Service without notice to Customer. GIT also has the right to exercise any other remedy existing at law or in equity. Customer will be charged for any Service reactivation.

13. TERMINATION BY CUSTOMER OR GIT. SERVICE a) Customer may at any time with or without cause terminate this Agreement and Service by written notice to GIT. b) GIT may, without incurring any liability to Customer, terminate this Agreement and Service if the underlying carrier terminates Service to GIT. c) GIT, in addition to its rights under Sections 11 and 12 may at anytime, with or without cause, by written notice to Customer, without incurring any liability to Customer, terminate this Agreement and Service. Service disconnection for non-payment will not occur for at least twenty (20) days after notice to Customer. d) Termination by Customer or GIT will not relieve Customer's responsibility for payment of all outstanding charges. In the event of termination of the Agreement, subject to any governmental regulation, GIT may request that the underlying carrier not release Customer's equipment identification number until all outstanding charges have been paid. **EQUIPMENT** a) Any Product order may be terminated in writing if received by GIT prior to shipment. b) Damaged Product(s) must be returned pursuant to the Limited Warranty instructions.

14. MINIMUM COMMITMENTS AND TERMINATION FEES. The initial Required Minimum Commitment Period ["IRMCP"] for month-to-month rate plans is rate plan specific and the GIT termination fee applies to any early termination during the IRMCP. b) The IRMCP and early termination fees for Contract Rate Plans are designated by each Contract Rate Plan available and apply on early termination during the IRMCP. No termination fees apply upon Customer conversion to a new GIT Contract Rate Plan, however. A new IRMCP begins and termination charges applicable to the new Contract Rate Plan will apply if cancelled within the new IRMCP. c) Upon completion of the IRMCP, Customer shall continue on the same rate plan on a month-to-month basis until termination of Service or rate plan change.

15. LIMITATION OF LIABILITY. Because GIT has no control over the Service furnished, Customer expressly understands and agrees that the liability and obligations of GIT to Customer under this Agreement for Service are strictly controlled and limited by the Carrier Agreement and by the underlying carriers tariff, if any, and the laws rules and regulations of the FCC and other governmental authorities which may from time to time have jurisdiction. IN ANY EVENT REGARDLESS OF THE FORM OF ACTION WHETHER FOR BREACH OF CONTRACT, WARRANTY, WILLFUL MISCONDUCT, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER SHALL BE LIMITED TO A CREDIT ALLOWANCE FROM GIT IN AN AMOUNT EQUIVALENT TO A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES FOR SERVICE PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE PERIOD DURING WHICH SUCH DAMAGES OCCUR. IN THE EVENT OF LATE DELIVERY, NON-DELIVERY, OR DAMAGE OF PRODUCT(S), STRICT LIABILITY, IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCT(S) SOLD WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. CUSTOMER'S SOLE REMEDY IS TO REQUEST GIT, AT GIT'S OPTION, TO EITHER REFUND THE PURCHASE PRICE, OR REPAIR OR REPLACE ANY PRODUCT THAT IS NOT AS WARRANTED. IN NO EVENT SHALL GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO CREDIT ALLOWANCE WILL BE GIVEN FOR DAMAGES CAUSED BY CUSTOMER'S NEGLIGENCE OR WILLFUL ACTS. WHEN ROAMING, CUSTOMER IS SUBJECT TO THE SAME LIMITATIONS ON LIABILITY THAT THE UNDERLYING CARRIER PROVIDING SERVICE IMPOSES ON ITS CUSTOMERS. GIT DISCLAIMS ALL LIABILITY UNDER SUCH CIRCUMSTANCES. No action or claim, regardless of form, arising out of the transactions hereunder may be brought by Customer more than one year after the cause of action has accrued.

16. WARRANTY LIMITATIONS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THIS AGREEMENT AND THE SERVICE PROVIDED. FURTHER, AS THE UNDERLYING CARRIER IS NOT CONTROLLED BY GIT, NO WARRANTY IS MADE IN REFERENCE TO COVERAGE AVAILABILITY OR GRADE OF SERVICE PROVISON BY THE UNDERLYING CARRIER. ACCESS TO CERTAIN EMERGENCY SERVICES (IE 911) IS SUBJECT TO CAPABILITY OF CARRIER SYSTEM, CUSTOMER EQUIPMENT AND AVAILABILITY OF PUBLIC EMERGENCY SERVICES. GIT's limited Warranty shall not be enlarged and no obligation or liability shall arise out of GIT's rendering of technical advice, facilities or Service in connection with the purchase of Product(s) hereunder.

17. WAIVERS. The failure of GIT to insist in any one or more instances, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right, shall not be construed as a waiver or relinquishment of the further performance of any such term, covenant or condition of the future exercise of such right.

18. INDEMNIFICATON. Customer shall indemnify and hold GIT's officers, employees, supplier of Service, and agents harmless against any and all claims, demands, suits, judgment, cause of action, losses, expenses, fees (including attorneys' fees), liability or damages for libel, slander or infringements of copyrights from the material transmitted by customer via the telephone access number, and against any and all other claims, demands, suits, judgments, cause of action, losses expenses, fees (including attorneys' fees), liability or damages including, without limitation, any personal injury or death arising in any way directly or indirectly in connection with this Agreement or the use or inability to use the telephone access number. This indemnity shall survive the termination of this Agreement.

19. GIT's EXPENSES. Customer shall pay to GIT all costs and expenses including, without limitation, reasonable attorney's fees, collection agency fees and court costs, incurred by GIT in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

20. EXCUSABLE DELAY AND FAILURE TO PERFORM. GIT shall not be liable for any delay or failure to perform due to any cause beyond its control.

21. CALIFORNIA. For Service provided in California, any complaints against the underlying carrier, GIT or its agent should be brought to the attention of the management of GIT. Appeals may be submitted to the California Public Utilities Commission by stating your claim in writing to: CPUC -Consumer Affairs. (In Northern California) 505 Van Ness Ave, Room 4300, San Francisco CA 94102. (In Southern California) 107 So Broadway, Room 5109, Los Angeles CA 90012

22. GENERAL. a) This agreement, including the rates and charges expressly incorporated by reference herein is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the provision of service. b) No modification hereof will be binding upon GIT unless the modification is in writing and signed by a duly authorized representative of GIT. c) If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision will be deemed omitted to the extent so contrary prohibited or invalid, but the remainder of the Agreement will remain in effect. d) Captioned headings have been included in this Agreement merely for convenience of reference and they are not to be considered part of or to be used in interpreting this Agreement. e) No assignment or transfer in whole or in part of this Agreement (except for assignment by GIT to the underlying carrier (or a GIT affiliate) shall be binding upon GIT or Customer without the express written consent of GIT. f) This Agreement with be binding upon and inure to the benefits of the parties hereto and their respective successors, administrators legal representatives, heirs and assign where permitted by this Agreement. g) Global Information Technologies, LLC does not grant to Customer any right to use the Global Information Technologies, LLC name, trademarks, trade names, or logos. THIS AGREEMENT WILL BE ENFORCED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO ARIZONA CONFLICT OF LAW RULES.

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE-ABOVE TERMS AND CONDITIONS. THE PARTIES ALSO AGREE THAT A FAX SIGNATURE WILL BE DEEMED AN ORIGINAL.

Customer Signature _____ Date _____

Reg# 135807
page 3 of 3
Quote # 7

(2)

Quote/Pro-Forma Invoice

Explorer Satellite Communications
1975 E. Sunrise BLVD Suite 414
Ft. Lauderdale, FL 33304
Ph: (954) 763-8650
Fax: (954) 763-8670

Date	Estimate #
6/26/2008	300

Name / Address	Ship To
Alberto Hernandez	

Terms	FOB
Due on receipt	FTL

Item	Description	Qty	Total
Irid-9505A-ASE-Dock	Applied Satellite Engineering Dock for 9505A handheld phones. Allows external antenna and RJ-11 interfaces. 9505A Iridium handset not included.	$1940 x 5	9,700.00T
Irid-Ant-FixMast-tp	Iridium Fixed Mast Antenna with standard 1"-14 mounting thread	$229 x 5	1,145.00T
Naut-Cable-50'	50 foot LMR400 TNC male to TNC male cable for use with fixed/mast antenna or ST-251 external antenna	5	1,100.00T

Subtotal	$11,945.00
Sales Tax (0.0%)	$0.00
Total	$11,945.00

Rqst # 135807
Quote # 2

satellite quote

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Show Header

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From: sue@allroadcommunications.com Add to Address Book
To: Alberto Hernandez
Date: Thursday, June 26, 2008 10:13:27 AM
Subject: satellite quote

Hello Alberto,

Below is your quote.
THIS IS NOT AN ORDER ONLY A QUOTE and does NOT include shipping costs. This quote is valid for 7 days from today.

Order #2946

Item	Unit Cost	Qty	Total
9505a dock - DOCK05A subtotal	$2,300.00	5	$11,500.00
25 meter cables	$250.00	5	$1,250.00
Fixed Mast Antenna	$299.99	5	$1,499.95
Surcharge	$0.00	1	$0.00
Shipping : Pick Up			$0.00
Total :			$14,249.95

Liberation Management
DBA All Road Communications
3370 Brant Street
San Diego, California 92103
Customer Service
Thank you,
Susan Shores

Req #135807
quot. #3

AI-10163 **20.H.1.**

60 day extention

CC REGULAR

Date: 07/22/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting approval to exercise the sixty (60) day grace period extension (as provided in current contract) with Matt's Cash & Carry so as not to have a lapse in service while completing the procurement process. E-07-342-07-31

BACKGROUND

Letter to Vendor
Letter to Department
Copy of Orginal 1-yr Extension E-07-342-07-31

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-671
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $43,342.68 as of 7/16/08.

Attachments

Link: 60 day ext
Link: E-07-342-07-31
Matts Cash & Carry

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2008 02:21 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 03:15 PM	APRV
3	Dale Kennan	Dale Kennan	07/16/2008 03:44 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Mary Maldonado Started On: 07/15/2008 11:34 AM

Final Approval Date: 07/18/2008

PURCHASING DEPARTMENT
County Of Hidalgo

July 15, 2008

Mr. Danny Smith.
Matt's Cash & Carry
PO Box 1663
Pharr, Texas 78577

Re: E-07-342-07-31 "Carpentry & Construction Materials Supply"

Dear Mr. Smith:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend for an additional sixty (60) day period as provided in the current requirement agreement (under the same rates, terms and conditions). Effective date of renewal is August 8, 2008 to October 8, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, July 18, 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,

Mary A. Maldonado
Hidalgo County Contracts Manager

HIDALGO COUNTY
PURCHASING DEPARTMENT

PHONE(956) 318-2626
FAX- (956) 318-2629

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings & Grounds — Via Fax (956) 318-2648

FROM: Contracts Manager -Mary A Maldonado
Hidalgo County Purchasing Department

DATE: July 16, 2008

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT No. E-07-342-07-31***

Please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Tuesday July 22, 2008 as follows:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options Commencement/Expiration
E-07-342-07-31	**Matt's Cash & Carry**	Carpentry & Construction Materials Supply	08/08/2008	**Exercising the sixty (60)day option to extend under the same rates, terms and conditions**

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional sixty (60) day term as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this **"option"** for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to mary.maldonado@yahoo.com by no later than **12:00 p.m.** on **Friday , July 18, 2008** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES____ I do wish to obtain the sixty (60) day period extension
NO____ I do not wish to obtain the sixty (60) day period extension

If answer is no, please explain: _____

_____

_____

Hidalgo County Buildings & Grounds
Authorized Signature: _____ **Date:** _____

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 318-2626 EX-4858

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

August 7, 2007

Mr. Danny Smith
Matt's Cash & Carry .
PO Box 1663.
Pharr, Texas 78577

Dear Mr. Smith:

Please let this letter serve as an official notice of action taken by the Hidalgo County Commissioners' Court on July 31, 2007, your company was approved for an additional year on your contract for "**Carpentry and Construction Materials Supply**"(which will expire on 08/08/2008) under the same rates, terms and conditions

Thank you in advance for your cooperation to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,

Mary A. Maldonado
Contract Manager

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUIREMENTS AGREEMENT
C-06-162-08-08

THIS AGREEMENT (the "Agreement") is entered into effective as of **August 8, 2006** by and between **Matt's Cash & Carry Building Materials, a** Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **" Carpentry and Construction Materials Supplies"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one year**; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in Buildings and Grounds projects for a period of one year from the effective date of this Agreement, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Matt's Cash & Carry Building Materials
Attention: Danny Smith
PO Box 1663
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 inthe Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives,

successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

> (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other

advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY:

Approved by Commissioners' Court on 8-8-06

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

Matt's Cash & Carry Building Materials

By: _____

Printed Name: OSCAR SANDOVAL

Title: CORPORATE SECRETARY

Approved on Commissioners' Court: August 8, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY - BUILDING AND GROUNDS
"Carpentry and Construction Materials Supplies"
Bid No.: 06-162-07-26--jmt

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:
The requirements contract will encompass all items project-related Carpentry and Construction materials supplies to the Hidalgo County including, but not limited to, the following:

Requirements:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.

2. Vendor will provide original equipment manufacturer (OEM) parts as requested.

3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

5. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.

7. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

Terms & Conditions:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.

2. County will seek the purchase of materials from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.

3. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

4. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo county reserves the right to procure the articles from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until:
(a) the contract expires (b) delivery acceptance of products and/or performance of services ordered, or
(c) terminated by County with thirty (30) day"s written notice prior to cancellation.

EXHIBIT "A"

Specifications Carpentry and Construction Materials Supplies

1.) Plywood birch, oak, ash, mahogany ½", ¾", 1/4"
2.) #16 nails
3.) # 16 galvanize
4.) Wedge anchors ½", 3/8", 1/4"
5.) Wood chimes
6.) Solid wood boards 1"x2"x10', 12', 14'
7.) ½" sheath plywood
8.) Saw blades 7 ¼", 12" (Fine, Course)
9.) Wood/Bimetal Sawsall blades (Dewalt, Milwaukee)
10.) Rough / Fine sandpaper (60-120 Grid)
11.) Wood glue
12.) Water/Oil base paint interior & exterior (Gloss/Semi-Gloss)
13.) Drywall 3/8", ½"
14.) Drywall screws 1",1' ¼",1' ½", 2", 3"
15.) Formica – (Lifetime)
16.) Vct tile 12x12 / 10x10 (Assorted sizes, colors)
17.) Tile cement
18.) Sheet metal screws (Assorted sizes)
19.) Fine sand
20.) Galvanize unistrut channel
21.) Galvanize corrugated panel
22.) Aluminum "
23.) Cabinet door latches (Assorted styles)
24.) Galvanize pipe 1", 2", 2 ½", 3"
25.) Commercial interior /exterior doorknobs (Closet, Hall, Entry, ADA)
26.) Varnish stain paint
27.) Boards regular & treated 2"x4"x8'
" x 10' " (Pre Cuts)
" x 12' " (Pre Cuts)
" x 14' " (Pre Cuts)
" x 16' " (Pre Cuts)
28.) Solid boards 1"x4'x10', 12', 14'
29.) Siding plywood
30.) Spade drill bits (Wood / Metal)
31.) Jigsaw blades (Dewalt, Milwaukee)
32.) Rough sandpaper
33.) Wood screws (#8) ¼"-1", (#10) ¼"-1", (#12) ¼"-1"
34.) Wood crown molding
35.) Ceramic tile
36.) Tile grout
37.) Concrete ready mix
38.) Rebar #4, #2, #8, #6
39.) Asphalt patch mix
40.) Galvanize strut straps
41.) Plastic corrugated panel
42.) Door latches (cabinet conventional doors)
43.) Kick plates for doors
44.) Finish nails #3, #4, #6 and #8
45.) Ceiling Tile 942
46.) Wall angels ¾"
47.) Main angles
48.) Cross tees 4"
49.) Router bit sets (various sizes)
50.) Router bit – carbide tipped
51.) Gloves

EXHIBIT "B"
VENDOR'S RESPONSE

BID FORM

CARPENTRY AND CONSTRUCTION MATERIALS SUPPLIES

DESCRIPTION

1.) PLYWOOD

BIRCH	1/2	-0-
	3/4	25.99
	1/4	13.99
RED OAK	1/2	-0
	3/4	39.49
	1/4	18.99
ASH	1/2	-0-
	3/4	39.49
	1/4	18.99
MAHAGONY	1/2	18.99
	3/4	24.99
	1/4	9.69

2.) #16 NAILS 1.49 LB

3.) #16 GALVANIZE 1.49 LB

4.) WEDGE ANCHORS

1/2 X 3-3/4	.99	1/2 X 5-1/2	1.59
1/2 X 2-3/4	.99	3/8 X 2-1/4	1.09
1/2 X 4-1/4	1.39	3/8 X 3	0.99
3/8 X 3-1/2	.99	3/8 X 5	1.09
1/4 X 3-1/4	.80	1/2 X 7	1.99

5.) WOOD CHIMS 1.99

6.) SOLID WOOD BOARDS

ASH	1"X 2"X 10'	2.25
	1"X 2"X 12'	
	1"X 2"X 14'	

7.) 1/2" SHEATH PLYWOOD (OSB) 8.99

8.) SAW BLADES

FINE	7-1/4	9.99
FINE	12"	49.99
COURSE	7-1/4	5.99
COURSE	12"	24.99

9.) WOOD SAWSALL BLADES

4"	3.99 EA	8"	3.99 EA
6"	2.99 EA	12"	4.99 EA

BID FORM

CARPENTRY AND CONSTRUCTION MATERIALS SUPPLIES

DESCRIPTION

10.) ROUGH SANDPAPER
- 60 GRID _____
- 80 GRID _____
- 100 GRID _____
- 120 GRID _____

FINE SANDPAPER
- 60 GRID _____
- 80 GRID _____
- 100 GRID _____
- 120 GRID _____

11.) WOOD GLUE GAL. 14.99

12.)WATER BASE INT SEMI-GLOSS 21.99 INT. GLOSS 24.99 EXT SEMI GLOSS 21.99
EXT GLOSS 24.99

OIL BASE PAINT INT SEMI-GLOSS 24.99 INT-GLOSS 28.99 EXT SEMI GLOSS 24.99

13.) DRYWALL 3/8" 3/8" 8.49 1/2" 8.29

14.) DRYWALL SCREWS
- 1" 2.79 LB
- 1-1/4" 2.79 LB
- 1-1/2" 2.79 LB
- 2" 2.79 LB
- 3" 2.79 LB

15.) FORMICA (LIFETIME) 1.89 LF

16.) VCT TILE 12 X 12 / 10 X 10 (ASSORTED COLORS) 28.99 BX 1/8X12X12 VCT ASSORTED COLORS 45 SQFT

17.) TILE CEMENT (THIN SET) 5.99

18.) SHEET METAL SCREWS ASSORTED SIZES _____

19.) FINE SAND N/A

20.) GALVANIZED UNIDTRUT CHANNEL N/A

21.) GALVANIZED CORRUGATED PANEL 8' 6.99 10' 8.79 12' 10.49
14' 12.29 16' 13.99

BID FORM

CARPENTRY AND CONSTRUCTION MATERIALS SUPPLIES

DESCRIPTION

22.) ALUMINUM CORRUGATED PANEL N/A

23.) CABINET DOOR LATCHES 1.49 12 DIFFERENT STYLES & COLORS
ASSORTED STYLES

24.) GALVANIZE PIPE 1" _____
2" _____
2-1/2" _____
3" _____

25.) COMMERCIAL INTERIOR & EXTERIOR DOORKNOBS (CLOSET,HALL,ENTRY,ADA)
INT-CLOSET 34.99 HALL 39.99
EXT 49.99

26.) VARNISH STAIN PAINT 1 GAL VARNISH 18.99 1 GAL STAIN 18.99

27.) BOARDS REGULAR & TREATED

2" X 4" X 8'	2.49	2" X 4" X 8'	2.89	TREATED
2" X 4" X 10'	3.29	2" X 10" (PRE-CUTS)	4.59	
2" X 4" X 12'	3.85	2" X 12" (PRE-CUTS)	5.99	
2" X 4" X 14'	4.89	2" X 14" (PRE-CUTS)	7.69	
2" X 4" X 16'	5.59	2" X 16" (PRE-CUTS)	8.49	

28.) SOLID BORDS 1" X 4" X 10' 2.30 #3 & BETTER WHT PINE
1" X 4" X 12' 2.76 #3 & BETTRE WHT PINE
1" X 4" X 14' 3.22 #3 & BETTRE WHT PINE

29.) SIDING PLYWOOD 4X8-3/8 16.79 4X8-5/8 23.49

30.) SPADE DRILL BITS WOOD/METAL
1/2 _____ 3/4 _____ 7/8 _____ 1" _____ 1-1/8 _____
1-1/4 _____ 1-1/2 _____

31.) JIGSAW BLADES 6.99 5PK 3 DIFFERENT GIRDS

32.) ROUGH SANPAPER #60 GIRD .69 SHEET

33.) WOOD SCREWS (#8)1/4"-1" _____ (#10)1/4"-1" _____
(#12) 1/4"-1" _____

BID FORM

CARPENTRY AND CONSTRUCTION MATERIALS SUPPLIES

DESCRIPTION

34.) WOOD CROWN MOLDING

F/J 3-5/8"	.65 LFT	F/J 2-3/4"	.58 LFT
"A" 3-5/8"	.95 LFT	"A" 2-34"	.90 LFT
ASH 4-1/4"	1.37 LFT	ASH 2-7/8"	.75 LFT
ASH 1-5/8"	.71 LFT		

35.) CERAMIC TILE .99 SQ FT

36.) TILE GROUT 11.99

37.) CONCRETE READY MIX 2.89

38.) REBAR #4,#2,#8,#6

3/8"	2.55
1/2"	4.29
5/8"	6.09

39.) ASPHALT PATCH MIX	19.99	BUCKET 50LBS
40.) GALVANIEZ STRUT STRAPS	.39 EA	H25A
41.) PLASTIC CORRUGATED PANEL	12.99	
42.) DOOR LATCH (CABINET CONVENTIONAL DOORS)	4.99	
43.) KICK PLATES FOR DOORS	17.99	
44.) FINISH NAILS #3,#4,#6,#8	1.19	LB
45.) CEILING TILE 942	26.99	
46.) WALL ANGELS 3/4"	3.39	
47.) MAIN ANGLES	4.99	
48.) CROSS TEES 4"	1.79	
49.) ROUTER BIT SETS (VARIOUS SIZES)	N/A	
50.) ROUTER BIT-CARBIDE TIPPED	29.99	
51.) GLOVES	1.29	PAIR
52.) ROUTER-1/4 SHANK 1.3/8 CUT DIA CARBIDE TIPPED 1" CUT DEPTH	79.99	
53.) ROUTER BIT-1/2" 12.7MM 1.7/16 DEPTH CARBIDE TIPPED	109.99	

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2006

PRODUCER (956)686-8323 FAX (956)686-0241
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
CISR, Sylvia Briones

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 Matt's Cash and Carry Building Materials, Inc.
Mr. Danny Smith
P. O. Box 1663
Pharr, TX 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark Insurance 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 LTR	ADD'L INSRD	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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	44CL440379-01	10/01/2006	10/01/2007	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	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	44CL440379-01	10/01/2006	10/01/2007	COMBINED SINGLE LIMIT (Ea 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 AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $ 10,000	44CU442540-01	10/01/2006	10/01/2007	EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$
						1,000,000	$ 1,000,000
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County Purchasing
Mary Maldonado
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

AI-10209 **20.I.1.**

Retrofit to Mechanic Shop next to County Clerks Warehouse for use of Elections Dept.

CC REGULAR

Date: 07/22/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Elections

Information

CAPTION

A. Presentation for discussion, consideration and approval to request proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or inter-locals to include but not limited to the provision of labor and materials and any other accessories for: The Retrofit and/or Renovations to Mechanic Shops/Bays located at 317 N. Closner (fks, Roberts Chevrolet Property) for use by Elections Department (as recommended/requested through Valde Guerra- Hidalgo County Executive Officer; or, in the alternative,
B. Requesting authority to advertise Request for Sealed Bids for: The Retrofit and/or Renovations to Mechanic Shops/Bays located at 317 N. Closner for use by Elections Dept.

BACKGROUND

Approval of proposed retrofit will provide elections with needed space for equipment and any other appurtenances as may be needed to include but not limted to office space, as recommended by Valde Guerra, Executive Officer.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-414-00-220-035-0-452
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:** no

BUDGETARY IMPACT:

Possible funding source in this account as of 07/18/08 $155,656.00

Attachments

Link: SOW- Mechanic Shop

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 03:55 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 04:00 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/18/2008 09:32 AM	APRV

4	Auditor's Office	07/18/2008 05:29 PM	NEW
Form Started By: Oscar Garza		Started On: 07/16/2008 03:51 PM	
Final Approval Date: 07/18/2008			

DATE: JULY 17, 2008

RE: WALK THRU FOR PROPOSED RETROFIT OF MECHANIC SHOP

OFFICE SPACE:
Southside wall will be removed and new wall will be installed approximately where steel beam is at; proposed north office will be eliminated completely and used for storage.

RESTROOMS:
New restroom facilities will be installed at same location but to include a ladies bathroom and must be ADA compliant.

FLOORING:
Flooring will smoothen out filling in any areas that have be covered and finished with basic gray concrete paint.

EAST WALL:
All garage doors will be removed and will be enclosed with CMU block with cement finish mathching existing color; (1) one ADA compliant entrance door to be installed at office section on south side and (1) one ADA compliant entrance door to storage room area.

INTERIOR WALLS:
Finished CMU block finished with white concrete paint.

WEST WALL:
Garage door will remain, garage door will be painted to include but not limited to weather-stripping in order to hold up with HVAC system.

Windows will remain and/or replaced

ELECTRICAL:
Main panel will be relocated to East wall and basically use existing wiring and outlets to include but not limited to two strips of fluorescent lighting inside storage area. Any conduit not being used will be removed to include air hoses; not in use. (All outlets will remain at same and include 8 drop ceiling receptacles).

OUTSIDE AREA:
Existing canopies will be enclosed and add a 26 x 22 increasing by 572 sq. ft. for needed space to storage cages. Size of cages are 5' length 2.7" Width for a total of 13.5 sq. ft. area; there will be a total of 126 cages needing a minimum of 1701 sq. ft. plus needed area to move around. This addition will allow approximately 2400 sq ft. Area will include fluorescent lighting every 6ft. apart.

HVAC:
One run with ducts at center of building will cover interior of building

ROOF:
Roof will be replaced with metal insulated roofing with new purling.

AI-10207 **20.J.1.**

BCAP PRECINCT NO 3 - NORTH CROSS PYM NO 2
CC REGULAR

Date: 07/22/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No 2 in the amount of $54,794.48 from Asago, LLC, dba, Asago Construction, contracted vendor for North Cross Estates Subdivision submitted by engineer Hinojosa Engineering, Inc. C-CAP-08-006-03-06

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-123-498-1-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 604201 available balance as of 7/17/08 $60,882.75 (Obj. 733 $21,375.00 & Obj. 734 $39,507.75)
Funding available as of 7/17/08.

Attachments

Link: PYMT APPLICATION NO 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 04:09 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/17/2008 09:02 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Laura Moya			Started On: 07/16/2008 03:43 PM	
Final Approval Date: 07/18/2008				

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Monday, July 14, 2008 3:27 PM
To: Laura Moya
Subject: Agenda Item Appl for Payment Pct 3 North Cross Estate
Attachments: appl for payment n. cross estate001.PDF; appl for payment n. cross estate.PDF

Laura, this is a request approval to pay Application for Payment No. 2 North Cross Estates in next weeks Agenda July 22, 2008.

Thanks,
Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant
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: 14 July 2008

Subject: Request Approval to Pay Application for Payment No. 2 – North Cross Estates CSJ: 2C1080498 a 2nd Call Colonia Project.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 22nd July 2008.

Precinct 3 is requesting approval to pay Application for Payment NO.2 for the above – subject 2nd Call Colonia Project. The amount of the request is $54,794.48 as approved by the project engineer Hinojosa Engineering, Inc. The project contractor is Asago Construction.

Account Number: 8-1311-431-00-123-498-1-733
Account Number: 8-1311-431-00-123-498-1-734
Purchase Order Number: 604201

Please insure that the correct contract number is included.

If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CSJ# 498

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: CAP-08-006-03-06 LRM
Project: North Cross Estates
OWNER's Contract No. CAP-08-006-03-06 ENGINEER's Project No. 06-245
For Work accomplished through the date of: 6/30/2008

1.	Original Contract Price:		$ 108,466.25
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 108,466.25
4.	Total completed and stored to date:		$ 108,466.25
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 10,846.63	
	0% of stored material:	$ -	
	Total Retainage:		$ 10,846.63
6.	Total completed and stored to date less retainage (4 minus 5):		$ 97,619.63
7.	Less previous Application for Payments:		$ 42,825.15
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 54,794.48

Accompanying Documentation: P.O.# 604201

8.1311.431.00.123.498.1.734
8.1311.431.00.123.498.1.733

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 7-07-08

Asago, LLC dba Asago Construction
CONTRACTOR

By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 7th day of July, 2008

[signature]
Notary Public
My Commission expires: November 21, 2009

Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 7-07-08

HINOJOSA ENGINEERING INC
ENGINEER

By: [signature] 7-07-08

INVOICE RECEIVED BY:
[signature] ON 7/8/08
GOODS/SERVICES RECEIVED BY:
[signature] ON 7/30/08

AI-10066 **20.K.1.**

HCSO-Extensions-NTC Drug Testing Services Inc., Boots N' Jeans,Inc., Medical Plaza Pharmacy and O.E. Investments, Inc.

CC REGULAR

Date: 07/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

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Information

CAPTION

A. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"DRUG TESTING COLLECTION SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with NTC DRUG TESTING SERVICES, INC.-Effective: 08/22/08
B. Requesting authority to exercise the one (1) year option to extend as provided in the current contract for:"STRAW HATS" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with BOOTS N' JEANS-Effective: 09/04/08
C. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"LEGEND and NON-LEGEND PHARMACEUTICALS and INFIRMARY MEDICAL SUPPLIES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY-Effective: 09/16/08
D. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract for:"LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC.-Effective: 10/01/08

BACKGROUND

Letter of Approval/Recommendation by HCSO
Letter of extension- NTC DRUG TESTING SERVICES, INC.
Letter of extension- BOOTS N' JEANS
Letter of extension- JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY
Letter of extension- O. E. INVESTMENTS, INC.
with current contracts as attached hereto for all items

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-339/441/605
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Item A $15,290.05 available balance as of 07/18/08 for sheriffs professional services. (339)
Item B $44,656.75 available balance as of 07/18/08 for sheriffs - clothing & uniforms. (605)
Item C $232,531.71 available balance as of 07/18/08 for jail - chemicals,drugs,medical & lab supplies.(604)
Item D $13,900.00 available balance as of 07/18/08 for sheriffs - land and building rentals. (441)

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

$232,531.71 available balance as of 07/18/08.

Attachments

Link: Extension Letters

Link: Current Contract-NTC Drug Testing Svc Inc-E-07-361-08-21

Link: Current Contract-Boot N Jeans-C-07-271-09-04

Link: Current Contract-Medical Plaza Pharmacy-E-07-379-09-04

Link: Current Contract-OE Investmnts Inc-C-07-281-09-25

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2008 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 08:05 AM	APRV
3	Rey Salazar	Rey Salazar	07/18/2008 09:15 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Letty Saenz Started On: 07/07/2008 11:56 AM

Final Approval Date: 07/18/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Guadalupe Trevino, Sheriff
c/o **Anacleto Martinez, Chief Deputy**
Hidalgo County Sheriff's Department
Via E-mail amartinez@hidalgoso.org
Via Fax (956) 393-6179

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: July 8, 2008

RE: ***NOTICE OF INTENT TO EXTEND VARIOUS CONTRACTS FOR HIDALGO COUNTY SHERIFF'S OFFICE***

Chief Martinez, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Tuesday, July 22, 2008 as follows:

Contract Nbr.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options w/ Commencement Date
E-07-361-08-21	NTC DRUG TESTING SERVICES, INC.	DRUG TESTING COLLECTION SERVICES	08/21/08	Exercising the 2ND year of the addt'l two (2)one (1) year term extension 08/22/08
C-07-271-09-04	BOOTS N' JEANS, INC.	STRAW HATS	09/03/08	Exercising the one (1) year option to extend 09/04/08
E-07-379-09-04	JOE OCHOA d/b/a MEDICAL PLAZA PHARMACY	LEGEND AND NON-LEGEND PHARMACEUTICALS	09/15/08	Exercising the 2ND year of the addt'l two (2)one (1) year term extension 09/16/08
C-07-281-09-25	O. E. INVESTMENTS, INC.	LEASE OF TOWER SPACE	09/30/08	Exercising the 1ST year of the addt'l two (2)one (1) year term extension 10/01/08

OK AM
OK AM
OK AM
OK AM

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional years and terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "**option**" for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to letsysaenz@yahoo.com by no later than **12:00 p.m. on Friday, July 11, 2008** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ___ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: _____

Hidalgo County Sheriff's Office
Authorized Signature: _____ **Date:** 7/7/08

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: Juan Tapia, Procurement Specialist
File
Via e-mail juan.tapia@hidalgoso.org

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Susan Sanchez, Director
NTC DRUG TESTING SERVICES, INC.
5717 North 10th, Suite D
McAllen, Texas 78504

Via e-mail ntcdrugtestingstaff@yahoo.com
Via Facsimile (956) 682-4252

Re: ***Extension of Contract No. E-07-361-08-21 - "Drug Testing Collection Services"- Hidalgo County Sheriff's Office***

Dear Ms. Sanchez:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend/renew the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of August 22, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: Maria A Tienda Date: 7-14-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Martin C. Masso, Owner
BOOTS N' JEANS, INC.
2005 West Expressway 83
Weslaco, Texas 78596

Via Facsimile (956) 969-3486

Re: Extension of Contract No. C-07-271-09-04 - "Straw Hats"- Hidalgo County Sheriff's Office

Dear Mr. Masso:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of September 4, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: Martin C Masso Date: 7/14/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Joe Ochoa, Owner
JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY
4302 South Sugar Road, Suite 100
Edinburg, Texas 78539

Via e-mail claudeg7@hotmail.com
Via Facsimile (956) 318-5174

Re: ***Extension of Contract No. E-07-379-09-04-"Legend and Non-Legend Pharmaceuticals and Infirmary Medical Supplies"- Hidalgo County Sheriff's Office***

Dear Mr. Ochoa:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend/renew the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of September 16, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 7-14-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Othal Brand, Jr., Owner
O. E. INVESTMENTS, INC.
P. O. Box 4408
McAllen, Texas 78502

Via e-mail obrand@rioplexwireless.com
Via Facsimile (956) 631-2334

Re: Extension of Contract No. C07-281-09-25 - "Lease of Tower Space"- Hidalgo County Sheriff's Office

Dear Mr. Brand:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to renew/extend the **(first 1st year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of October 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 7/14/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

August 16, 2007

E-07-361-08-21

Susan Sanchez, Director
NTC DRUG TESTING SERVICES, INC.
5717 North 10th, Suite D
McAllen, Texas 78504

Via Fax (956) 682-4252
Via E-Mail ntcdrugtestingstaff@yahoo.com

Re: ***Extension of Contract No. C-06-224-08-22 - "Drug Testing Collection Services"- Hidalgo County Sheriff's Office***

Dear Ms. Sanchez:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, August 21, 2007 to exercise the **(first 1st year)** of the option to ***extend*** contract for **an additional two (2) one (1) year terms (as stated in the current contract).** Commencement date (if approved) will become effective as of **August 22, 2007** under the same rates, terms and conditions and Expiring on **August 21, 2008.**

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by ***no later*** than, **Friday, August 17, 2007, 3:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

✓ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions as specified on current agreement.

Comments (If any):

Susan Sanchez, Director

By: Susan Sanchez Date: Aug. 17, 2007

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-224-08-22

THIS CONTRACT is made and entered into this **22ND** day of **August, 2006**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **N.T.C. Drug Testing Services, Inc.** an organization. ("Company")

WHEREAS, Company responded to advertised notices for bids for "**Drug Testing Collection Service**" (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" respectively, and incorporated herein for all purposes (the "Specifications"); and

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County Sheriff's Office for a one (1) year term with the County's option to extend the contract for two (2) additional one (1) year terms. 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. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safety and efficiently provide the Services.

3. This Contract shall be for a one (1) year period beginning **August 22, 2006** and ending on **August 22, 2007** and may be extended at the sole discretion of County for two (2) additional one(1) year terms and/or an additional sixty (60) day grace period at the end of contract for unforseen delays on subsequent contract award, 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 require 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 os 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 safety 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 for below:

If to County:

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

If to Company: N.T.C. Drug Testing Services, Inc.
Attn: Susan Sanchez, Director
5717 North 10th , Suite D
McAllen, TX 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenfoceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS, our hands in duplicate originals this_____ day of_____, 2006.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino - County Clerk

Approved by Commissioners' Court
on 8-22-06 ah

COMPANY: N.T.C. Drug Testing Services, Inc.
By:_____
Printed Name: SUSAN SANCHEZ
Title: DIRECTOR

Approved on Commissioners' Court **August 22, 2006**

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

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
DRUG TESTING COLLECTION SERVICES
Bid No. 2006-224-07-05-MSS

BID SPECIFICATIONS

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.

2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.

3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).

4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.

5. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.

6. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.

7. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.

8. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given;

vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

9. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.

10. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.

11. Conduct annual training for designated County employees on the Drug Free Workplace Act.

12. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

13. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.

14. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.

15. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Lt. Andy Guzman, Hidalgo County Sheriff's Office Internal Affairs Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.

16. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.

17. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.

18. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.

19. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

20. QUALIFICATIONS OF THE CONTRACTOR – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

21. INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

22. BID PRICE must include: 1) a per hour fee where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered, 2) individual test charges (fees) for Panel 10, Rohypnol, Alcohol and Ecstasy and a total test charge (fee) for all the above. Bid price must indicate fees for urine, hair and blood test for the above tests, and 3) bid price will also include price per session including all materials for Reasonable Suspicion Training, Drug Free Workplace Act and any other Drug testing related requested training.

23. BID AWARD – Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

24. CONTRACT TERM – The initial term of the resultant contract will be for a period of one (1) year and shall commence from the date of award. The County reserves the option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and/or County's option to extend for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

25. REFERENCES - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

26. TESTING SITE– Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

   For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

   The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

   If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor 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 the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All applicable forms in this packet must be filled in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 28, 2006, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, June 30, 2006.

EXHIBIT"B"
VENDOR'S RESPONSE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
DRUG TESTING COLLECTION SERVICES
Bid No. 2006-224-07-05-MSS

BID PAGE

1. PER HOUR FEES(LABOR):

REGULAR	24 Hour Service 8:00 A.M.	5:00 P.M.	Office
PREMIUM	5:00 P.M.	8:00 A.M.	* 24 Hour Service 5 locations (Valleywide)

2. TEST CHARGES: Enter price for each test.

Panel 10 (individual)							
Cannabis	Urine	✓					
	Hair						
	Blood						
Cocaine	Urine	✓					
	Hair						
	Blood						
Amphetamines	Urine	✓					
	Hair						
	Blood						
Morphine	Urine	✓					
	Hair						
	Blood						
Methamphetamines	Urine	✓					
	Hair						
	Blood						
Phencyclidine	Urine	✓					
	Hair						
	Blood						
Benzodiazepines	Urine	✓					
	Hair						
	Blood						
Barbiturates	Urine	✓					
	Hair						
	Blood						
Methadone	Urine	✓					
	Hair						
	Blood						

* Price on Panel 10 is grouped together. No individual charges. Fee 36.00
* Price on Panel 5 is grouped together. No individual charges. Fee 28.00

Specific Test		Cut-off Assay (Initial test threshold)	Zero-Level (screening threshold)		Turnaround time for results	
			PER LOT		PER LOT	POSITIVE	NON-NEGATIVE
Tricyclic Antidepressants	Urine	✓					
	Hair						
	Blood						
Rohypnol	Urine	✓					
	Hair						
	Blood						
Alcohol	Urine	✓					
	Hair						
	Blood						
Ecstasy	Urine	✓					
	Hair						
	Blood						
COMPLETE TEST COST (Includes all of the above)	Urine	✓					
	Hair						
	Blood						

* ~~Urine~~ Breath Test for alcohol will be conducted on certified equipment PBA 3000B

3. TRAINING FEES: Training Charges per Session:

a) Reasonable Suspicion Training $80.00 per hour
b) Drug Free Workplace Act 80.00 per hour
c) Other Drug Testing Related 80.00 per hour

COMPANY NAME: N.T.C. Drug Testing Services, Inc.

ADDRESS: 5717 North 10th. Suite D. McAllen, Tx. 78504

CITY/STATE/ZIP CODE: McAllen, Edinburg, RGCity, La Joya, Weslaco & Harlingen

PHONE NUMBER: MAIN # (956) 682-7090 682-4219

FAX NUMBER: (956) 682-4252

CELLULAR NUMBER: (956) 655-2967 or 655-3648

AUTHORIZED SIGNATURE: Susan Sanchez / Connie Mendoza

PRINTED NAME: Susan Sanchez

TITLE: Director

DATE: July 3, 2006

Email - ntcdrugtestingstaff@yahoo.com

EXHIBIT "C"
INSURANCE

Policy Number: CLS1319904 Date Entered: 12/11/2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2007

PRODUCER
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

(956) 581-9838

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
NTC DRUG TESTING SERVICES INC.
DBA NURSES TECHNICAN AND COLLECTORS
PO BOX 2083
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE COMPANY	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	CLS1426162	11/14/2007	11/14/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ EXCLUDED
		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	$ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

CERTIFICATE HOLDER

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

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/07

PRODUCER
ARCHIE ACEVEDO
5717 N 10TH ST # A
MCALLEN, TEXAS 78504

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

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
NTC DRUG TESTING SERVICES INC DBA
NURSES TECHNICIANS & COLLECTORS
P O BOX 2883
MCALLEN, TEXAS 78502

INSURER A:
INSURER B: ALLSTATE INSURANCE
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] 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	$ $ $ $ $ $
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	PL# 04883602	09/27/07	09/27/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $ 50,000
C		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
F		OTHER					

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

DRUG TESTING

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E CANO
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 Archie Acevedo

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2007

PRODUCER

COMBINED INDEPENDENT AGENCIES INC
2304 TARPLEY ROAD, SUITE 124
CARROLLTON, TX 75006
(888) 237-9948

XY483 70D

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

NTC DRUG TESTING SERVICES, INC
DBA NURSES TECHNICIAN & COLLEC
5717N 10TH ST, #D
MCALLEN, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-7708C685-07	09/18/2007	09/18/2008	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RECEIVED
BY:
DATE:

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

LABORATORY - MEDICAL
IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN(10) DAYS NOTICE OF CANCELLATION SHALL BE GIVEN.

CERTIFICATE HOLDER

DBA NURSES TECHNICIAN & COLLECTORS
5717 10TH ST, #D
MCALLEN, TX 78504

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

Client#: 660265 63NURSETEC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/07

PRODUCER
BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

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
NTC Drug Testing Services Inc dba
Nurses Technicians & Collectors
PO Box 2883
McAllen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Ins(StringerWare)	38970
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 LTR	ADD'L 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	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ 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 AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		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	$
A		OTHER Professional	3CD3301442	11/09/07	11/09/08	$1,000,000 Occurrence $1,000,000 Aggregate	

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

Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06
Deductible: $2,500

CERTIFICATE HOLDER

Hidalgo County
100 East 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
Paula D. Layton

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUIREMENTS AGREEMENT
C-07-271-09-04

THIS AGREEMENT (the "Agreement") is entered into effective as of **SEPTEMBER 4, 2007** by and between **BOOTS N JEANS INC.,** a **TEXAS Corporation,** ("Seller") and **HIDALGO COUNTY**("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County Sheriff's Office -**"STRAW HATS"** [commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"STRAW HATS"** in the areas of **HIDALGO COUNTY SHERIFF'S OFFICE** on **"An As Needed Basis"** for a period of one (1) year from **SEPTEMBER 4, 2007** to **SEPTEMBER 3, 2008** with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions, and with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain unchanged 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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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: Boots N Jeans Inc.
Attention: Martin C. Masso, Owner
2005 W. Expressway 83
Weslaco, Texas 78596

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

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, September 4th, **2007.**

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

By: _____

Date: 8-23-07

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

Date: _____

BOOTS N JEANS INC.

By: _____

Printed Name: MARTIN C. MASSO

Title: OWNER

Date: 9/25/07

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

Hidalgo County Sheriff's Office
"Straw Hats"
Bid No.:07-271-08-15-ROL

SPECIFICATIONS

GENERAL REQUIREMENTS

I. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

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 has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.

5. Hidalgo County 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 are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors.

9. This contract is not limited to the user departments only. It may be used by any County department(s).

10. All bid prices for items shall take into consideration shipping and handling costs.

11. All Straw Hats must be new and unused.

SPECIFICATIONS

A. HIDALGO COUNTY SHERIFF'S OFFICE

1. STRAW HATS

STETSONS:	Straw Hat
STYLE:	Rancher
COLOR:	Natural
MATERIAL:	Shantung Panama
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10X
TYPE:	Round and Regular Oval
CROWN HEIGHT:	4 3/4'"
BRIM:	3.5" and 4" with eyelets (both sides)
HAT BAND:	Black two cord
SIZES:	6 3/4, 6 7/8,7, 7 1/8,7 1/4,7 3/8,7 1/2,7 5/8
MADE:	U.S.A.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St., 4th Floor. Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **August 8, 2007, 5:00 P.M.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., August10, 2007**.

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"STRAW HATS"
BID NO. 07-271-08-15-ROL

BID PAGE

1. **STRAW HATS**

ITEM NO. 1- HATS $ 49.50 XX EACH

NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST.

BIDDER/COMPANY NAME: Boots N Jeans Inc.
ADDRESS: 2005 W. Expressway 83
CITY/STATE/ZIP CODE: Weslaco, Texas 78596
PHONE #: (956) 968-8150 FAX NO.: (956) 969-3486
CELL # (956)-975-0710
AUTHORIZED SIGNATURE:
PRINTED NAME: Martin C. Masso
TITLE: Martin C. Masso
Owner

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/02/2007

PRODUCER (956)423-6986 FAX (956)423-4205
Texas Insurance Managers
410 E. Harrison
P. O. Box 531728
Harlingen, TX 78553

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 Boots N Jeans
2005 W Expressway 83
Weslaco, TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark Ins Co of Tx	
INSURER B: Association Casualty	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	44PB42493105	05/24/2007	05/24/2008	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ Included
		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 AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA902702907	07/15/2007	07/15/2008	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				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

CERTIFICATE HOLDER

Hidalgo County
Attn: Martha L. Salazar
100 E. Cano, 4th Floor
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Allan Brumley, CIC, AAI/ANGI A R Brumley

©ACORD CORPORATION 1988

L. Colonia Access Program Pct. 3

1. **Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 2 in the amount of $27,840.37, from Juan Mendoza Corporation dba J.M. Construction contracted vendor for La Homa Road North Subdivision submitted by project engineer Javier Hinojosa Engineering. C-CAP-07-009-03-1 3-LRM.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

M. Colonia Access Program Pct 4

1. **Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 4 in the amount of $125,225.05, from Sascon, Inc. contracted vendor for Villa Del Mundo submitted by project engineer J.E. Saenz & Associates. C-CAP-O7-002~-02-07**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

N. Sheriff's Office

1. **Recommending award of bid and approval of contract for "Straw Hats" to sole bidder meeting all specifications and/or requirements.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to advertise and approval of draft specifications as attached hereto for "Purchase of Sheriffs Office Management System Software" project.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. **Requesting authority to exercise the first (1st) year of the two (2) additional one (1) year extensions as provided in the current contract for Legend and Non-Legend Pharmaceuticals and Infirmary Medical Supplies for Hidalgo County Sheriff s Office, under the same rates, terms and conditions with Jose Ochoa d/b/a Medical Plaza Pharmacy (contract #06-128-09-15.)**

   Effective: 09/16/07 - 09/15/08

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

PURCHASING DEPARTMENT
County Of Hidalgo

August 28, 2007

E-07-379-09-04

Jose Ochoa, Owner
Jose Ochoa d/b/a Medical Plaza Pharmacy
4302 South Sugar Road, Suite 100
Edinburg, Texas 78539

Via Fax (956) 318-5174

Re: ***Extension of Contract No. C-06-128-09-15 - "Legend and Non-Legend Pharmaceuticals and Infirmary Medical Supplies"- Hidalgo County Sheriff's Office***

Dear Mr. Ochoa:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, September 4, 2007 to exercise the **(first 1st year)** of the option to **extend** contract for **an additional two (2) one (1) year terms (as stated in the current contract).** Commencement date (if approved) will become effective as of **September 16, 2007** under the same rates, terms and conditions and Expiring on **September 15, 2008.**

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by *no later* than, **Friday, August 31, 2007, 12:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

Joe Ochoa, Owner
Joe Ochoa d/b/a Medical Plaza Pharmacy

By: _____ Date: 8/29/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

REQUIREMENTS AGREEMENT
C-06-128-09-15

THIS AGREEMENT (the "Agreement") is entered into effective as of **SEPTEMBER 15, 2006** by and between **"JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY",** (individual proprietor) a resident of Hidalgo County, Texas, ("Seller") and **HIDALGO COUNTY**("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for the **ADULT DETENTION CENTER (JAIL INFIRMARY)** of Hidalgo County for **"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one (1) year with the County's option to renew two (2) additional one (1) year terms** 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 bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES"** in the areas of **HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY)** Hidalgo County projects for a period of one (1) year commencing **SEPTEMBER 15, 2006** to **SEPTEMBER 15, 2007** with the **County's option to renew two (2) additional one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforseen delays on subsequent contract, 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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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:
Jose Ochoa dba Medical Plaza Pharmacy
Attention: Jose Ochoa,Owner/
4302 South Sugar Road, Suite 100
Edinburg, Texas 78539

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

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

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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, AUGUST 1, 2006.

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

By: _____

HIDALGO COUNTY

Approved by Commissioners' Court
on 8-01-06 al

By: _____
RAMON GARCIA, COUNTY JUDGE

ATTEST:

_____
EDDY TREVIÑO, ACTING COUNTY CLERK

COMPANY:

JOSE OCHOA
dba MEDICAL PLAZA PHARMACY

By: _____
Printed Name: Jose Ochoa
Title: Owner/Pharmacist

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY) "LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES" BID NO. 06-128-07-12ROL

SCOPE:

1.Hidalgo County is requesting the services of a vendor(s) to furnish on an **"AS NEEDED BASIS ONLY"**, prescribed and non-prescribed medication and infirmary medical supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), 711 El Cibolo Road, Edinburg, Texas 78542.

2.**Hidalgo County reserves the right to seek purchases for " Legend and Non- Legend Pharmaceutical and Infirmary Medical Supplies" from State Awarded contracts whenever it is in the County's best interest to do so.**

3.**Bidder(s) must provide and maintain through out the contract term proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements for limits).**

4.Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.
Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.

5.One or more bidder(s) may be designated as approved bidder(s) for purchases of LEGEND (prescribed), NON-LEGEND (non-prescribed) and Infirmary Medical Supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

6.Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location within Hidalgo County.

7.Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

8.**Contract Term**: Term of the contract will commence upon termination of current contract and will continue for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end on the contract term for unforseen delay in award of new bid for next contract term.

9.Vendor will provide stock bottles (upon request) when ordered.

10.The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame.

11.The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

12.The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning service. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

Name:

Business and Cell Phone Numbers:

The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Infirmary Nurse for the Department's Records.

ITEM 1: Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of prescription drugs for jail inmates through out the contract period. Legend items (prescribed will be ordered on an **"AS NEEDED BASIS ONLY"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. **Bidder(s) must possess a Class "A" License, as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations**.

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:

   _____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:

   _____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m

NOTE: ALL LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM (S) ARE OF EMERGENCY, THEREFORE, ITEM (S) MUST BE DELIVERED WITHIN A SIX TO EIGHT HOUR TIME FRAME.

C. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract.

1. The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.

2. Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

3. Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. Universal Card Size is 5¼" wide x 8½" high.

NOTE: THE UNIT DOSE SYSTEM IS DESIGNED WITH SECURITY IN MIND. IT HAS AN ANTI-PILFERAGE THAT KEEPS SECURE AND IS IN COMPLIANCE WITH STATE REGULATIONS.

D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheiff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

A. Blanket discount for non-prescription drugs and related infirmary medical supplies.

_____%

B. Regular business hours are from _____ a.m. to _____ p.m.

NOTE: ALL NON-LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM(S) ORDERED ARE OF EMERGENCY, THEREFORE, ITEM(S) MUST BE DELIVERED WITH A SIX TO EIGHT HOUR TIME FRAME.

EXHIBIT 1: **Comparison Sheet.**

EXHIBIT 2: **The following list of non-prescribed/prescribed items and infirmary medical supplies are estimated quantity amounts to be used per month however, the contract awarded is a requirements contract for all non-legend drugs and infirmary medical supplies and will not be restricted to mentioned quantities or products only. This list is not and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).**

EXHIBIT NO. 1

COMPARISON SHEET ONLY

ITEM 2: "NON-LEGEND (non-prescription) drugs and infirmary medical supplies".

Items listed will be used to aid in the evaluation of bids received.

DESCRIPTION					
PRODUCT	**ESTIMATED MONTHLY QUANTITIES**	**RETAIL $**	**% DISCOUNT**	**NET $**	**NET TOTAL $**
LINDANE SHAMPOO 1%	**GAL. BTLS = 15 BOTTLES**	**BRAND-**	**%**	**$**	**$**
		GENERIC-	**%**	**$**	**$**
LINDAINE LOTION 1%	GAL. BTLS = 15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
INSULIN SYRINGES 28 X ½" SINGLE U-100	100 / BOX = 6BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
PHYSICIAN'S DESK REFERENCE	LATEST EDITION	BRAND-	%	$	$
		GENERIC-	%	$	$
KAOPECTOLIN	1PT/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
BEN-GAY /MUSCLE RUB	5 OZ /TUBES 30 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
MAALOX PLUS SUSPENSION	1 GAL/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
MILK OF MAGNESIA	1GAL/BTL= 15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 40 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
POLYSPORIN OINTMENT	5 OZ/TUBES 15 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
MAGNNESIUM HYD	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
IBUPROFEN 200 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
ACETAMINOPHEN 325 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
DIPHENHRAMIN	5 BOTTLES	BRAND-	%	$	$

25mg		GENERIC-	%		$
GUAFENESIN 600 mg	7,000 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
ERYTHROMYCIN 250 mg	500 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND-	%	$	$
		GENERIC-	%	$	$
KERLIX	50 ROLLS	BRAND-	%	$	$
		GENERIC-	%	$	$
ETOH PREP	10 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
GAUZE 4X 4	15 PKS.	BRAND-	%	$	$
		GENERIC-	%	$	$
PHENYTOIN SOD EX 100 MG TABS	3000 TABS	BRAND-	%	$	$
		GENERIC-	%	$	$
VALPROIC ACID 250 mg	700 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
LATEX STRIPS	25 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
FUROSEMIDE 20 mg	150 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
LITHIUM 300 mg	600 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
SERTALINE 100 mg	350 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
TOLNFTATE CREAM 1%	70 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
TRAZODONE 50 mg	500 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
AMOXICILLN 500 mg	2500 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$

EXHIBIT NO. 2

BRAND	GENERIC	ESTIMATED MONTHLY QUANTITIES
ARISTOCOT / KENOLOG	TRIAMCINALONE 0.1 %	5 OZ. / TUBES = 20 TUBES
BEN - GAY	MUSCLE RUB	5 OZ. / TUBES = 60 TUBES
BETADINE OINTMENT	PROVIDONE SCRUB	GALLON / BOTTLES = 10BOTTLES
HYDROSCORTISONE CREAM 1 %	HYDROSCORTISONE	CREAM 1% = 50 TUBES
SILVADENE CREME	SILVERSULFADIARONE	1 LB. / JAR = 10 JARS
CORTISPORIN OPHTHALMIC OINTMENT	OCCUSPORIN HC OPHTHALMIC OINTMENT	cOZ. / TUBES = 25 TUBES
CENTRUM	CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES
TYLENOL EXTRA STRENGTH CAPLET 500 MGS.	ACETAMINOPHEN CAPLET EXTRA-STRENGTH	1M CAP / BTL = 15 BOTTLES
ALCOHOL ISOPROPYL 70%	SAME	1 GAL/BTL = 15 BOTTLES
HYDROGEN PEROXIDE	SAME H2O2	1 GAL/BTL = 15 BOTTLES
MAALOX PLUS SUSPENSION	ALAMAG PLUS	1 GAL/BTL = 10 BOTTLES
OCEAN NASAL SPRAY	SEA MIST NASAL	45 CC BTLS = 5 BOTTLES
DUCOLAX 5MGS. TABLETS	BISACODYL 5MG E.C. TABS	100/BTL = 5 BOTTLES
SURFAX 240 MG.	DCS SOFT GEL	100/BTL CAPSULES = 5 BOTTLES
VISINE	TETRAHYDROZOLINE	5 OZ./BTL = 5 BOTTLES
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 1%	1 OZ./TUBE = 70 TUBES
POLYSPORIN OINTMENT		5 OZ/TUBES = 20 TUBE
THROAT LOZENGES GREEN		1M/BTL = 288 BOTTLES
MULTISTIX 10 SG. DIB AND READ TESTS		100 TESTS/BTL = 5 BOTTLES
PHYSICIAN'S DESK REFERENCE		LATEST EDITION (YEARLY)
KAOPECTOLIN		1 PT/BTL = 10 BOTTLES
TOE NAIL CLIPPERS SMALL		0 ITEMS
FINGER NAIL CLIPPERS SMALL		0 ITEMS
STAPLE REMOVER KITS		25 KITS
ALCOHOL PREP PADS		50 BOXES
STERILE COTTON APPLICATOR SWABS		10 CASES
N-95 RESPIRATOR MASKS		75 BOXES
IV CANNULAS		150 CANNULAS
IV START KITS		150 KITS

WELCH PROBE COVERS		150 BOXES
ULTRA SOUND GEL		10 TUBES
SYRINGES WITH NEEDLES		100 BOXES
STERILE H2O		200 BOTTLES
NS FOR IRRIGATION		
LIFESCAN UNISTIX		250 BOXES
ELECTRODES FOR WELCH/ALLEYN EKG		100 SETS
SUTURE SETS		10 BOXES
SUTURE REMOVAL KITS		50 KITS/CASE = 10 CASES
SUTURES		10 BOXES
IV FLUID 0.9%NS,D5W,LR		75/1,000 ML BAGS
IV POLES		2
IV TUBING		150 SETS
COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"		10/BOX
STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"		10/BOX
TONGUE BLADE DEPRESSORS		500/10 BOXES/CASE=1 CASE
SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS		1M/BOX = 10 BOXES
TELA PADS 3" X 4" ADHESIVE		100/BOX = 30 BOXES
BAND-AIDS 1" X 3"		100/BOX = 15 BOXES
BUTTERFLY STRIPS MED. 1¾" X 3/8"		100/BOX = 5BOXES
BUTTERFLY STRIPS LARGE 2¾" X ½"		100/BOX= 5 BOXES
ALCOHOL PREPS WEBCOL		200/BOX = 15 BOXES
K-Y JELLY OR EQUAL		3 OZ/TUBES = 10 TUBES
TRU-TOUCH VINYL GREEN NON-STERILE GLOVES		50/BOX(LO)/CASE=5 CASES
IRRIGATIVE EYE SOLUTION		4 OZ/BTL = 10 BOTTLES
SELF-ADHERENT BANDAGE 1" X 5 YDS.		24/BOX = 20 BOXES
EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.		48/CASE = 1 CASE
QUICK ICE INSTANT COLD 5½" X 7"		24/CASE = 12 CASES
DIAGNOSTIC PEN LIGHTS		6/PKG = 4 PKGS
COTTON TIP APPLICATORS 6" NON-STERILE(INDIVIDUALLY WRAPPED)		1M/CASE = 1 CASE
GAUZE PADS 4" X 4"		100/BOX = 15 BOXES
SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS		96/CASE=50 ROLLS

SELF ADHERING GAUZE 12" X 10 YDS. X 1" WIDTH		BOX = 10 BOXES
STERILE EYE PADS, OVAL 2c" X 2e"		50/12 CTNS / CASE = 2 CASE
AMMONIA INHALANTS AMPULES		100/BOX = 50 BOXES
HEMORRHOIDAL SUPPOSITORIES	COMPARABLE TO ANUSOL	12/BOX =288 BOXES
HEMORRHOIDAL CREAM	COMPARABLE TO ANUSOL	12/BOX=288 BOXES
TETANUS TOXOID		10CC BTLS=10 BTLS
COTTON BALLS MEDIUM		4M/CASE = 1 CASE
LINDANE SHAMPOO 1%		GALLON BTLS = 20 GALS
KWELL LOTION 1%	LIDANE LOTION	GALLON BTLS = 20 GALS
KWELL CREAM 1%	LIDANE CREAM	2OZ/TUBES = 288 TUBES
SYRINGES WITH NEEDLE 5CC GAUGE 1"		100/BOX = 60 BOXES
INSULIN SYRINGES 28" X 1/2" SINGLE U-100		100/BOX = 120 BOXES
SYPHYNOMENOMETERS ANEROID LARGE RESISTANT KING		
SCALPEL STERILE STAINLESS		10/BOX = 20 BOXES
GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE		100 BOX = 100 BOXES
BENZTROPINE		2MG TABS= 2000 TABS
ALBUTEROL INHALER		90MCG=20 INHALERS
DEPAKOTE		250 MG TABS=1500 TABS
ASA EC		81MG TABS=500 TABS
ASA EC		325 MG TABS=250 TABS
GLUCOPHAGE		500 MG=1500 TABS
GLIPIZIDE		5MG=1500 TABS
OMPERAZOLE		20MG TABS=1200 TABS
RISPERDAL		1MG=1200 TABS
RISPERDAL		2MG=1200 TABS
LACTULOSE SOL.		10 MG/15ML=3000 ML
PRINIVIL		5MG TABS=500 TABS
RANITIDINE		150 MG=2000 TABS
SEROQUEL		100 MG TABS=1000 TABS
SMZ-TMP DS		800/160 MG TABS=20000 TABS
ZYPREXA		10 MG TABS=1000 TABS
PAROXETINE		20 MG TABS=500 TABS
BUSPIRONE		5 MG TABS=400 TABS
ABILIFY		5 MG TABS=1000 CAPS

GEODON		MG CAPS= 100 CAPS
DEPAKOTE EC		20 MG TABS=500 TABS
LEXAPRO		10 MG TABS= 500 TABS
TRILEPTAL		300 MG TABS= 1500 TABS
GEMFIBROZILE		600 MG TABS=1000 MG TABS
HALDOL		5 MG TABS=1500 TABS
HALDOL DEC		100 MG/ML=5 VIALS
HALDOL LAC		5 MG/ML=5 VIALS
LORAZEPAM		1 MG TABS=50 TABS
LORAZEPAM INJ.		2 MG/ML=1 VIAL
BUPROPION XL		150 MG TABS=200 TABS
CARBAMAZEPINE		100 MG TABS=200 TABS
NEOSPORIN OPTH SOL		15 ML BOTTLE=10 BOTTLES
EFFEZOR		75 MG=1000 TABS
TOPROL XL		50 MG=500 TABS
PHENOBARBITAL		100 MG=1000 TABS
NOVOLIN NPH		10 VIALS
NOVOLIN 70/30		10 VIALS
CATAPRESS		0.1 MG=1200 TABS
GLYBURIDE		5MG= 1200 TABS
CEPHALAXIN		500 MG CAPS= 2000 CAPS

ADDITIONAL INFORMATION

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, 100 E. Cano St., 4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 5, 2006, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, July 7, 2006.

EXHIBIT "B"
VENDOR'S BID PRICE

Bid
for

HIDALGO COUNTY SHERIFF'S OFFICE (ADULT DETENTION CENTER)
"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES"
BID NO.: 06-128-07-12-ROL

9:39

JUL 12 2006

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: Medical Plaza Pharmacy

Address: 4302 S. Sugar Rd. Ste 100 Edinburg, TX

By:

Printed Name: Jose Ochoa

Title: Owner

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY) "LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES" BID NO. 06-128-07-12ROL

SCOPE:

1.Hidalgo County is requesting the services of a vendor(s) to furnish on an **"AS NEEDED BASIS ONLY"**, prescribed and non-prescribed medication and infirmary medical supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), 711 El Cibolo Road, Edinburg, Texas 78542.

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6.Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location within Hidalgo County.

7.Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

8.**Contract Term**: Term of the contract will commence upon termination of current contract and will continue for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end on the contract term for unforseen delay in award of new bid for next contract term.

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10.The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame.

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12.The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning service. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

Name:

Business and Cell Phone Numbers:

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1. **"Brand Name"** Percentage above or below AWP:

   _____**% above AWP** **OR** 16 **% below AWP**

2. **"Generic Brand"** Percentage above or below AWP:

   _____**% above AWP** **OR** 30 **% below AWP**

B. Regular business hours are from 9 a.m. to 6 p.m

NOTE: ALL LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM (S) ARE OF EMERGENCY, THEREFORE, ITEM (S) MUST BE DELIVERED WITHIN A SIX TO EIGHT HOUR TIME FRAME.

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2. Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

3. Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. Universal Card Size is 5¼" wide x 8½" high.

NOTE: THE UNIT DOSE SYSTEM IS DESIGNED WITH SECURITY IN MIND. IT HAS AN ANTI-PILFERAGE THAT KEEPS SECURE AND IS IN COMPLIANCE WITH STATE REGULATIONS.

D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheiff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

A. Blanket discount for non-prescription drugs and related infirmary medical supplies.

19 %

B. Regular business hours are from 9 **a.m. to** 6 **p.m.**

NOTE: ALL NON-LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM(S) ORDERED ARE OF EMERGENCY, THEREFORE, ITEM(S) MUST BE DELIVERED WITH A SIX TO EIGHT HOUR TIME FRAME.

EXHIBIT 1: **Comparison Sheet.**

EXHIBIT 2: **The following list of non-prescribed/prescribed items and infirmary medical supplies are estimated quantity amounts to be used per month however, the contract awarded is a requirements contract for all non-legend drugs and infirmary medical supplies and will not be restricted to mentioned quantities or products only. This list is not and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).**

EXHIBIT NO. 1

COMPARISON SHEET ONLY

ITEM 2: "NON-LEGEND (non-prescription) drugs and infirmary medical supplies".

Items listed will be used to aid in the evaluation of bids received.

DESCRIPTION					
PRODUCT	**ESTIMATED MONTHLY QUANTITIES**	**RETAIL $**	**% DISCOUNT**	**NET $**	**NET TOTAL $**
LINDANE SHAMPOO 1%	**GAL. BTLS = 15 BOTTLES**	**BRAND-**	%	$	$
		GENERIC-	%	$	$ 106.58 (202 bot
LINDAINE LOTION 1%	GAL. BTLS = 15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$ 106.58 / 202 bott
INSULIN SYRINGES 28 X ½" SINGLE U-100	100 / BOX = 6BOXES	BRAND- 32.50 ea	% 6.18	$ 26.32	$ 26.32 each Box
		GENERIC- 19.99 ea	% 3.80	$ 16.19	$ 16.19 each Box
PHYSICIAN'S DESK REFERENCE	LATEST EDITION	BRAND-	%	$	$ No
		GENERIC-	%	$	$ Charge
KAOPECTOLIN	1PT/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
BEN-GAY /MUSCLE RUB	5 OZ /TUBES 30 TUBES	BRAND-	%	$	$
		GENERIC- 3.19	% .60	$ 2.58	$ 2.58 ea
MAALOX PLUS SUSPENSION	1 GAL/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC- 2.49	% .47	$ 2.02	$ 2.02 ea
MILK OF MAGNESIA	1GAL/BTL= 15 BOTTLES	BRAND-	%	$	$
		GENERIC- 3.99	% .76	$ 3.23	$ 3.23 ea
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 40 TUBES	BRAND-	%	$	$
		GENERIC- 3.93	% .75	$ 3.18	$ 3.18 ea
POLYSPORIN OINTMENT	5 OZ/TUBES 15 TUBES	BRAND-	%	$	$
		GENERIC- 5.45	% 1.04	$ 4.41	$ 4.41 ea
MAGNNESIUM HYD	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
IBUPROFEN 200 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC- 5.77	% 1.10	$ 4.67	$ 4.67 ea
ACETAMINOPHEN 325 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC- 1.13	% .21	$ .92	$ .92 ea
DIPHENHRAMIN	5 BOTTLES	BRAND-	%	$	$

[illegible]		GENERIC- 6.99	% 1.33	$ 5.66	$ 5.66 ea
GUAFENESIN 600 mg	7,000 DOSE	BRAND-	%		$
		GENERIC- 31.38	% 11.21	$ 26.17	$ 26.17 / 100
ERYTHROMYCIN 250 mg	500 DOSES	BRAND-	%	$	$
		GENERIC- 25.21	% 7.52	$ 17.65	$ 17.65 / 100
NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND-	%	$	$
		GENERIC-	%	$	$
KERLIX	50 ROLLS	BRAND-	%	$	$
		GENERIC- 2.15	% .41	$ 1.74	$ 1.74 ea
ETOH PREP	10 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
GAUZE 4X 4	15 PKS. Not Sterile	~~BRAND~~- 1.50	% 1.43	$ 6.07	$ 6.07 ea
	sterile	~~GENERIC~~- 10.50	% 2.00	$ 8.50	$ 8.50 ea
PHENYTOIN SOD EX 100 MG TABS	3000 TABS	BRAND-	%	$	$
		GENERIC- 30.98	% 9.29	$ 21.69	$ 21.69 / 100
VALPROIC ACID 250 mg	700 DOSES	BRAND-	%	$	$
		GENERIC- 58.15	% 17.45	$ 40.70	$ 40.70 / 100
LATEX STRIPS	25 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
FUROSEMIDE 20 mg	150 DOSES	BRAND-	%	$	$
		GENERIC- 13.91	% 4.17	$ 9.74	$ 9.74 / 100
LITHIUM 300 mg	600 DOSES	BRAND-	%	$	$
		GENERIC- 17.17	% 5.15	$ 12.02	$ 12.02 / 100
SERTALINE 100 mg	350 DOSES	BRAND- 78.53	% 12.56	$ 65.97	$ 65.97 / 30
		GENERIC- N/A	%	$	$
TOLNFTATE CREAM 1%	70 TUBES	BRAND-	%	$	$
		GENERIC- 3.93	% .75	$ 3.18	$ 3.18 ea
TRAZODONE 50 mg	500 DOSES	BRAND-	%	$	$
		GENERIC- 14.37	% 4.31	$ 10.06	$ 10.06 / 100
AMOXICILLN 500 mg	2500 DOSES	BRAND-	%	$	$
		GENERIC- 32.89	% 9.87	$ 23.02	$ 23.02 / 100

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2007

PRODUCER (402) 593-8689 FAX: (402) 593-2040
MERTZ INSURANCE GROUP INC
101 S 108 Ave
Suite 100
Omaha NE 68154

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
MEDICAL PLAZA PHARMACY
301 Conquest Blvd

EDINBURG TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty CO	19356
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PA3040932062	7/22/2007	7/22/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,00 $ 2,000,00 $ 10,00 $ 2,000,00 $ 4,000,00 $ 4,000,00
		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	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

CERTIFICATE HOLDER

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
Paul Dylla/DEBR

ACORD 25 (2001/08)
INS025 (0106).06a

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06-04-2007

PRODUCER
NORTHEAST AGY/PHS ALLSTATE SA NEW
214608 P:(866)467-8730 F:(800)308-5159
4401 MIDDLE SETTLEMENT RD
NEW HARTFORD NY 13413

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

INSURED
JOSE OCHOA DBA MEDICAL PLAZA PHARMACY
4302 S. SUGAR RD. STE 100
EDINBURG TX 78539

INSURER A: Hartford Underwriters 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 LTR	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				FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
	☐ NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	01 WEC NQ4828	08/11/07	08/11/08	X WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$100,000
					E.L. DISEASE - EA EMPLOYEE	$100,000
					E.L. DISEASE - POLICY LIMIT	$500,000
	OTHER					

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County
100 E. Cano St.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE T EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MA 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFIC HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this **1st** day of **October**, **2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, **October 1, 2007** and ending on, **September 30, 2008**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, **October 1, 2008** and ending on **September 30, 2010** (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of **$1,800.00** per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be **$1,800.00**; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **October 1, 2007.**

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's

expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **October 1st, 2007** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR
O.E. Investments, Inc.
Attn.: Othal Brand, Jr.
P.O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Juan D. Salinas, III, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 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/

Legal Construction

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
McAllen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

19). **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

P.O. Box 4408
McAllen, TX 78502

RFSQ#2007-281-08-15-ROL

20). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 xx

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

INSURED Hidalgo County
100 E. Cano
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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union Insurance 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	EACH OCCURRENCE	$ 2,000,000
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Excluded
		[X] Law Enforcement				PERSONAL & ADV INJURY	$ 2,000,000
		[X] Employee Benefits				GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC	50,000 SIR				
A		AUTOMOBILE LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] 50,000 SIR				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		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	$
A		OTHER Public Officals	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000	

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

CERTIFICATE HOLDER

O.E.M.
4800 North 23rd
McAllen, TX 78504

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

AI-10126 **20.L.1.**

Lease Agreement
CC REGULAR

Date: 07/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

A. Presentation for discussion, consideration and approval of a "Clarification" to the "Lease Agreement-C-03-285-08-26" between Hidalgo County and Hidalgo County's Community Supervision And Corrections Department, aka, Adult Probation (approved by CC on August 26, 2003 for the leasing of a building for the purposes/use as an "Adult Detention Facility", more commonly known as an "Adult Boot Camp") to correct the effective date from August 26, 2003 to September 1, 2003 and continuing through August 31, 2013 and;
B. Presentation for discussion, consideration and action for an "Amendment" (reviewed and approved as to form and substance by legal counsel) to the "Lease Agreement-C-03-285-08-26 to reflect a change from the current use of the building from an "Adult Detention Facility-Adult Boot Camp" to a new use/purpose as the "Hidalgo County Community Supervision And Corrections Department Substance Abuse Treatment Facility".

BACKGROUND

1. Please see original lease agreement
2. Please see request letter from Hidalgo County Community Supervision And Corrections
Department Director-Joe Lopez.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-020-8-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 07/16/08 $10,000.00

Attachments

Link: Original Lease Agreement
Link: Request Letter From Director

Link: LEASE AMENDMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2008 02:20 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 03:14 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/17/2008 08:41 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 07/10/2008 04:43 PM

Final Approval Date: 07/18/2008

LEASE AGREEMENT
C-03-285-08-26

This Lease Agreement is made and entered into this **26th** day of **August, 2003**, at Hidalgo County, Texas, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter called "Lessor", and the **HIDALGO COUNTY ADULT PROBATION DEPARTMENT**, a governmental entity duly organized and authorized by the laws of the State of Texas, hereinafter called "Lessee".

ARTICLE ONE

Demised, Description, Use and Term of Lease

Lessor hereby leases to Lessee certain property, hereinafter called "Leased Premises", situated in Hidalgo County Texas, and more particularly described on Exhibit "A" attached hereto.

The described property is to be used for an adult detention facility, more commonly known as an adult "boot camp", hereinafter referred to as the "Facility". This lease shall be for the period of ten (10) years beginning on **August 26, 2003** and continuing through **August 26, 2013**, unless earlier terminated as herein provided.

Title to and ownership of all furniture, equipment, and vehicles purchased with funds from the State of Texas and used in furtherance of the administration of programs and operation of the Facility as contemplated in this Agreement shall remain with the State of Texas.

ARTICLE TWO

Rent

In consideration for the use and occupancy of, and as rental for the Leased Premises, Lessee promises and agrees to pay, rent of an amount equal to $4,500.00 per month beginning on the first

day of occupancy of said Leased Premises, with the first month to be prorated accordingly, and with the full rental amount to be paid on the first day of each and every moth thereafter for the duration of this Lease Agreement.

Notwithstanding the provisions contained in Article 3 and Article 4 of this Lease Agreement, in consideration for the upkeep and repairs fo the leased Premises, the Lessee agrees to pay a maintenance fee in an amount equal to $500.00 per month beginning on the first day of occupancy of said Leased Premises, with the first month to be prorated accordingly, and with the full maintenance fee amount to be paid on the first day of each and every month thereafter for the duration of the Lease Agreement

If there is a change in applicable court orders or decrees, federal or state laws or regulations, building or fire safety codes and regulations, or sanitary and health codes governing the Facility on the Leased Premises, each party agrees to cooperate with the other in its efforts to modify the facility in order to comply with applicable standards. If such modifications or changes increase the costs to Hidalgo County to maintain and repair the Facility, Lessor and Lessee shall negotiate in good faith an adjustment to the maintenance fee amount.

All rental and maintenance fees shall be payable to Lessor at the following address:

Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

or at such other address as Lessor may hereafter designate in writing.

ARTICLE THREE

Lessor Repairs

Lessor shall, at its own expense, be obligated to maintain the roof, the foundation, all outside

utilities and the structural soundness or the buildings in good repair and condition, except for reasonable wear and tear. Lessor further agrees to repair and/or replace components of the buildings (i.e., heating, cooling, plumbing, electrical, etc.) That may be damaged due to any failure of any structural defect. Lessor or its designated employees, agents, vendors and/or contractors may, during the term of this Lease, at reasonable times be granted entry to the Leased Premises for the purposes of performing maintenance or making repairs.

ARTICLE FOUR

Lessee Repairs

Lessee agrees to maintain the integrity of the electrical, heating, ventilating, air conditioning and plumbing systems and to repair any failures or defects in these systems. Lessee shall also maintain all interior walls and ceilings of the buildings and also all interior windows, window glass, doors, electrical fixtures, and plumbing fixtures in good repair and condition. Lessee shall paint all interior walls as required. Lessee shall furnish and regularly replace furnace filters consistent with heating/air conditioning systems manufacturer specifications.

Lessee shall also perform usual janitorial and maintenance service, including sweeping and waxing of floors, vacuuming, trash collection and disposal, the cleaning of windows and the dusting of fixtures. Lessee shall maintain all grounds including, but not limited to, mowing, trimming, and watering of plants and lawn as to maintain a presentable appearance to the grounds.

Lessee shall make all repairs and/or replacements required by Lessor. Lessor may make inspections of the leased Premises for purposes of determining the need for repairs and/or the adequacy and/or timeliness of Lessee's repairs and maintenance of the Leased Premises.

ARTICLE FIVE

Alterations

Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the Leased Premises without prior written consent of Lessor. Any alterations made shall be at the expense of Lessee.

ARTICLE SIX

Utilities

Lessee shall be responsible for payment of all utilities furnished the Leased Premises for the term of this Lease, including, but not limited to, electricity, gas, water, sewer and telephone services.

ARTICLE SEVEN

Assignment or Sublease

Lessee agrees not to assign or sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's contractors, agents, employees and residents, to occupy the leased Premises or any part thereof, without first obtaining the Lessor's prior written consent.

ARTICLE EIGHT

Insurance

Lessor agrees that from the time it acquires title to the Leased Premises and for the entire term of this Lease, it shall maintain a policy or policies of insurance issued by and binding upon the insurance company or companies insuring the Leased Premises including the building(s) thereon against all risk or direct physical loss in an amount equal to their full replacement cost as of the date of the loss and such insurance shall be solely payable to Lessor.

Lessee shall be responsible for its own insurance of any improvements it makes to the Lease Premises or personal property of Lessee placed upon the Leased Premises.

ARTICLE NINE

Partial or Total Destruction of Leased Premises

In the event the buildings situated on and comprising the Facility (the "Buildings") should be totally destroyed by fire, tornado, or other casualty or in the event the Buildings should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damages, the Lessee may at its option terminate the Lease, in which event the rent shall be abated during the unexpired portion of this Lease effective with the date of such damage. In the event the Buildings should be damaged by fire, tornado, or other casualty, but only to the extent that rebuilding or repairs can be completed within one hundred eighty (180) days after the date of such damage, or if the damage should be more serious but Lessee does not elect to terminate this Lease, Lessor shall with sixty (60) days after the date of such damage commence to rebuild or repair the Buildings and shall proceed with reasonable diligence to restore the Buildings to substantially the same condition in which they were immediately prior to the happening of the casualty. In the event that the Buildings are totally untenable, the Lessor shall abate the rent during the term the Buildings are unfit for occupancy. If the Buildings are not totally untenable the Lessor shall allow the Lessee a fair diminution of rent during the time the Buildings are partially unfit for occupancy.

ARTICLE TEN

Liability of Lessor and Lessee

During all times that this Lease is in effect, the parties agree that Lessee is and shall be deemed to be an independent contractor and operator and not an agent or employee of lessor with

respect to its acts or omissions hereunder. For all the purposes hereunder lessee is and shall be deemed an independent contractor and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties hereto.

Lessee agrees to indemnify and hold harmless Lessor and its Commissioners, officials, employees, agents and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from, based upon, or connected with intentional or negligent acts or omissions on the part of Lessee, its agents, representatives, employees, inmates, patrons, visitors, residents, contractors and subcontractors (if any), and/or sublessees, which may arise out of or result from Lessee's occupancy or use of the Facility and/or activities conducted in connection with or incidental to this Agreement. Lessee further agrees to provide Lessor the cost of defense and all costs incurred by Lessor in the defense of any claim or cause of action brought against Lessor or any of its affiliates arising out of or connected with the indemnity provisions of this Article and which claim or cause of action is the subject of any trial in any State or Federal court in which judgement is rendered against Lessee, or is settled pursuant to a written settlement agreement, the terms of which settlement agreement are approved by any officer of the Texas Department of Criminal justice. Such costs shall include but shall not be limited to attorneys fees, court costs and all other costs incurred by Lessor in defending itself against any such claims or causes of action. Lessee shall also indemnify Lessor against any and all mechanic's and materialmen's liens or ay other types of liens imposed upon the Leased Premises arising as a result of or connected with lessee's conduct or activity.

This indemnity provision extends to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages,

judgments, costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims be alleged at common law, or statutory or constitutional claims, or otherwise. This indemnity provision shall apply wether the basis for the claim, suit, demand, and/or action may be attributable in whole or in part to the Lessee, or to any of its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessee, or to anyone directly or indirectly employed by any of them.

Lessee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such claims asserted by or on behalf or Lessee or any of its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessee.

It is expressly understood and agreed that the Lessor shall not be liable or responsible for the negligence of lessee, its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessee. Lessee further agrees that it shall at all times implement and exercise reasonable safety precautions and procedures for the safety of its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessees, and other persons, as well as for the protection of supplies and equipment and the property of Lessee or other persons.

Lessee further agrees to comply with all applicable provisions of Federal, State and municipal safety laws, regulations and ordinances.

ARTICLE ELEVEN

Access

Lessor may, during the term of this Lease, at reasonable times, enter the Leased Premises to view, inspect, and show to prospective purchasers.

ARTICLE TWELVE

Breach and Remedies

In addition to nonpayment of rent, or failure to perform any of the obligations as herein set forth, the following shall constitute a breach of this Lease, appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Code. If Lessee breaches this lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

(a) Lessor may re-enter the leased Premises immediately and remove all Lessee's personal property therefrom. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's account.

(b) After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the Lease.

(c) After re-entering, Lessor may relet the leased Premises or any part thereof, for any terms, without terminating the lease, at such rent and on such terms as he may choose.

(d) Lessee is liable to Lessor in addition to this other liability for breach of the Lease for all actual expenses of the reletting which Lessor may incur, in addition, lessee is liable to Lessor for the difference between the rent installments that are due for the same period under this Lease.

(e) Lessor, at his option, may apply the rent received from reletting the Leased Premises as follows:

(i) to reduce Lessee's indebtedness to lessor under the lease, not including indebtedness for rent;

(ii) to actual expenses for the reletting;

(iii) to rent due under this Lease;

(iv) to pay of further rent under this Lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment of lessee's indebtedness other than rent, or if rentals provided for herein, and during, any rent installment period under this Lease, Lessee agrees to pay Lessor the deficiency separately for each rent installment deficiency period, and before the end of that period, then Lessor may at any time after such reletting, terminate the lease for the breach because of which it re-entered and relet.

Lessor may receive from Lessee on terminating the lease for Lessee's breach all damages proximately resulting from the breach, including the cost of recovering the leased Premises, and the worth of the balance of this Lease over the reasonable rental value of the Leased Premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

ARTICLE THIRTEEN

Effect of Lessor's Waiver

Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installments or installments accepted.

ARTICLE FOURTEEN

Miscellaneous Provisions

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.

Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

Legal Construction. In case any one 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.

Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.

Appropriations and Funding. The obligations of the lessee are subject to the appropriations to the Community Justice Assistance Division (CJAD) of the Texas Department of Criminal Justice by the Legislature of the State of Texas, and the award by CJAD to Lessee of funds which may be used for the rent of Leased Premises.

Notice. Unless otherwise provided herein, any notice, tender, or delivery to given hereunder by either party or the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested at the addresses shown below and shall be

deemed received as of the day it was deposited in the United States Mail:

Lessee:	Joe Lopez, Director - CSCD 918 E. Business Hwy 83 McAllen, TX 78501
Lessor:	Ramon Garcia, County Judge 100 E. Cano, 2nd Floor Adm.Bldg. Edinburg, Texas 78539

EXECUTED the day and year first written above

ATTEST:

Juan D. Salinas, III, County Clerk

LESSOR: COUNTY OF HIDALGO, TEXAS

By:
Name: Ramon Garcia
Title: County Judge

LESSEE:

By:
Name: Joe Lopez
Title: CSCD Director

APPROVED:

By:_____
Title: _____

Approved on Commissioners' Court August 26, 2003

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

By:_____

b) **County Auditor's Report on Detention Facility Law Enforcement Center Project paid and pending payment request approval.**

NO ACTION taken on this item.

c) **Reports by Hidalgo County Sheriff's Department and Rey Vargas (V-A Architecture), consulting architect regarding on-site projects in connection with completion, turn-over, occupancy and transition into the New Adult Detention Facility and Law Enforcement Center including, but not limited to, structures (i.e. Shooting Range Facility, Jogging Track, Driver Training Track, Parking Lot(s) and Utility Extensions, under or anticipated construction on site and preliminary information and request for clarification and direction on the possible construction options for additional pod(s) with staffing and maintenance and operations analysis and impacts including the status of the old facility;**

NO ACTION taken on this item.

Commissioner Palacios joined the meeting. Commissioner Handy left the Courtroom.

4. **Requesting approval of qualifications, requirements and scope of services as attached hereto for "Step and Grade Consulting Firm-Hidalgo County" RFQ&P.**

5. **Discussion and action on County's options:**
   a) **Initiate term of services contract will be through implementation of a step & grade program: and**
   b) **to extend contract for a specified period of time to allow for the monitoring of the program by the Consultant.**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve item 20.A.4 & 5.a and b.

6. **Presentation of discussion with, and information obtained from, Texas Department of Health regarding air quality assessment/testing services;**

   Presentation made by Marty Salazar. NO ACTION taken on this item.

7. **Discussion, consideration and approval for authority to advertise for: "Air Quality Testing Services" for Hidalgo County; or in the alternative,**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to advertise for RFO's.

8. **Requesting authority to solicit a "Request for Offer" from a state awarded vendor/contractor for: "Air Quality Testing Services"**

   NO ACTION taken on this item.

9. **Requesting exemption from competitive requirements under Texas Local Gov. Code Section 262.024 (a)(7)(C) with Hidalgo County Community Supervision and Corrections Department, aka Adult Probation, a State Agency, for the lease of the Boot Camp Facility.**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval, subject to legal review.

10. **Presentation for discussion, consideration, acceptance and approval (if applicable) the final negotiated Interlocal Rental Agreement with Hidalgo County Community Supervision and Corrections Department for the boot camp, officially known as Hidalgo County Adult Detention.**

    On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

"Exhibit A"
No: _____

Date: August 21, 2003 Meeting Date Request: August 26, 2003
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Hidalgo County Purchasing Dept. for
Department: Hidalgo County Phone: (956) 318-2626 Fax: (956) 383-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L Salazar

Caption:

A. Requesting exemption from competitive requirements under Texas Local Gov. Code Section 262.024 (a)(7)(C) with Hidalgo County Community Supervision and Corrections Department, aka as Adult Probation, a State Agency, for the lease of the Boot Camp.

B. Presentation for discussion, consideration, acceptance and approval (if applicable) the final negotiated Interlocal Rental Lease Agreement with Hidalgo County Community Supervision and Corrections Department for the boot camp, officially known as Hidalgo County Adult Detention.

Background:
Term of Lease - 10 years
Budgetary Impact:

(Briefly summarize your request, if needed, use separate sheet(s) or attach supporting documentation)

Please initial for approval: Funds available: Acct. # 3-1297-423-00-320-008-441as per Joe Lopez, Director
Legal Counsel: _____ **Budget:** _____ **Human Resources:** _____
Dept./Fund No._____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes: ____ No: _____
Account Code: _____ Impact on Future Budget: Yes: _____ No: _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

"Exhibit A"
No: _____

Date: August 21, 2003 Meeting Date Request: August 26, 2003
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Department: Hidalgo County Purchasing Dept. for Hidalgo County Phone: (956) 318-2626 Fax: (956) 383-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L Salazar

Caption:

A. Requesting exemption from competitive requirements under Texas Local Gov. Code Section 262.024 (a)(7)(C) with Hidalgo County Community Supervision and Corrections Department, aka as Adult Probation, a State Agency, for the lease of the Boot Camp.

B. Presentation for discussion, consideration, acceptance and approval (if applicable) the final negotiated Interlocal Rental Lease Agreement with Hidalgo County Community Supervision and Corrections Department for the boot camp, officially known as Hidalgo County Adult Detention.

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(Briefly summarize your request, if needed, use separate sheet(s) or attach supporting documentation)

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Legal Counsel: _____ **Budget:** _____ **Human Resources:** _____
Dept./Fund No. _____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes: ___ No: ___
Account Code: _____ Impact on Future Budget: Yes: ___ No: ___

Comments:

RECEIVED
OK RS
8/22/03
BUDGET OFFICE

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540
Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

July 2, 2008

Marty Salazar
Hidalgo County Purchasing Agent
Edinburg, Texas 78540

Dear Mrs. Salazar;

The "Hidalgo County Boot Camp" located at 1000 N. M. Road will become the "Hidalgo County Substance Abuse Treatment Facility". As of July 1, 2008, the building rent and the utilities are to be paid from the new grant. I am requesting for your office to make the change on the rental agreement, the electricity bills, and the phone bills. Our department will make the change on the water and the natural gas bills. Thank you for your assistance.

Respectfully,

Joe Lopez
Executive Director

cc: Mr. R Eufracio, County Auditor
Mr. Renan Ramirez, IT

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO
LEASE AGREEMENT
C-03-285-08-26

This AMENDMENT to the LEASE AGREEMENT between **COUNTY OF HIDALGO**, (the "Lessor") and **HIDALGO COUNTY ADULT PROBATION DEPARTMENT** (the "Lessee"), dated August 26, 2003, is made between the County Of Hidalgo and Hidalgo County Community Supervision And Corrections Department (Adult Probation), (the AAmendment"), as follows:

WHEREAS, County Of Hidalgo ("Lessor") and Hidalgo County Community Supervision And Corrections Department (Adult Probation) ("Lessee") entered into a lease agreement, August 26, 2003, in which the County Of Hidalgo ("Lessor") agreed to provide a location to Hidalgo County Adult Probation Department ("Lessee") to be used for an adult detention facility, more commonly known as an adult "boot camp" ("lessee") and;

WHEREAS, due to a request from the director of Hidalgo County Adult Probation Department ("Lessee")now desires to change its' use from an adult detention facility, more commonly known as an adult "boot camp" to become known as "Hidalgo County Substance Abuse Treatment Facility" and;

WHEREAS, the parties desire to amend the Lease Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by "Lessee" and "Lessor" and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Lease Agreement, "Lessee" and "Lessor" hereby agree to the following Amendment to the Contract:

1. Hidalgo County Adult Probation Department ("Lessee") will change its name to become known as "Hidalgo County Substance Abuse Treatment Facility".

2. The date of the lease is hereby amended to September 1, 2003.

3. Change request to be ratified to be effective with date of **July 1, 2008**, in order for the building rent to be paid from the new grant for such services.

Except as modified herein, all terms and conditions of the lease agreement, as amended, remain in full force and effect. "Lessee" and "Lessor" ratify and confirm the

terms and provisions of the lease agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year described within.

Approved as to Form:

ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

Date:_____

Approved by Commissioners Court On: **Tuesday, July 22, 2008**

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Hidalgo County Community Supervision And Corrections Department:

_____
Joe Lope, Director

Date:_____

AI-10127 **20.L.2.**

PHYSICIAN SERVICES-Adult Probation Department-Substance Abuse Treatment Facility

CC REGULAR

Date: 07/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Presentation for information, documentation, record and reporting purposes only of the sole response received from Dr. Marin Garza, M.D. for Hidalgo County Community Supervision And Corrections Department-RFQ NO: 2008-266-07-09-VYG-Physician Services to the Substance Abuse Treatment Facility with the further clarification that subsequent to the procurement services rendered through the Hidalgo County Purchasing Department and pursuant to Government Code, Chapter 76, Section 76.004 (a-1)(3) the Hidalgo County Community Supervision And Corrections Department Director will proceed to negotiate and enter into a contract on behalf of the department with the sole qualified response received for Physician Services to the Substance Abuse Treatment Facility.

BACKGROUND

This will be to provide "Physician Services" for the "Substance Abuse Treatment Services" program at the "Substance Abuse Treatment Facility".

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-002-8-331
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 07/16/08 $25,754.00

Dr. Marin Garza, M.D. was under contract with the Boot Camp program and his services are no longer required. Work/ contract for Adult Probation should be similar to that used in the Boot Camp program as per Vangie Garcia from Purchasing Dept.

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: GOV'T CODE
CHAPTER 76

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2008 03:55 PM	APRV
2	Budget & Management	Veronica Lopez	07/15/2008 04:19 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/16/2008 09:40 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 07/11/2008 08:25 AM

Final Approval Date: 07/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **July 09, 2008** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Hidalgo County Community Supervision And Corrections Department-Physician Services"**

RFQ NO: **2008-266-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
1. Dr. Heriberto Alaniz (956) 802-2911 (c)	Velocity Express	Vangie Y. Garcia	06/24/08	501 Rose Ellen McAllen, Texas 78501
2. Dr. Marin Garza (956) 330-5200 (c)	IP	Marin Garza	06/24/08	34631 Blackbuck Drive Edinburg, Texas 78541
3 Dr. Robert C. Ruiz (956) 383-0714	Velocity Express	Vangie Y. Garcia	06/24/08	815 South Closner Blvd Edinburg, Texas 78539
4.				
5.				
6.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL/QUALIFICATION ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

QUALIFICATION ACCEPTANCE DATE: **JULY 09, 2008**	QUALIFICATION ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF QUALIFICATION:
Hidalgo County Community Supervision And Corrections Department - Physician Services

QUALIFICATION NO: **2008-266-07-09-VYG**

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM
#01	DR. MARIN GARZA	√	√
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

GOVERNMENT CODE

CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

§ 76.001. DEFINITIONS. In this chapter:

(1) "Board" means the Texas Board of Criminal Justice.

(2) "Community supervision" has the meaning assigned by Section 2, Article 42.12, Code of Criminal Procedure.

(3) "Council" means a community justice council.

(4) "Department" means a community supervision and corrections department established under this chapter.

(5) "Division" means the community justice assistance division of the Texas Department of Criminal Justice.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.002. ESTABLISHMENT OF DEPARTMENTS. (a) The district judge or district judges trying criminal cases in each judicial district and the statutory county court judges trying criminal cases in the county or counties served by the judicial district shall:

(1) establish a community supervision and corrections department; and

(2) approve the department's budget and community justice plan.

(b) Repealed by Acts 2005, 79th Leg., ch. 255, § 12.

(c) Except as provided by Subsection (d), one department serves all courts and counties in a judicial district if:

(1) two or more judicial districts serve a county; or

(2) a district includes more than one county.

(d) The board may adopt rules to allow more than one department to serve a judicial district that includes more than one county if providing more than one department will promote administrative convenience or economy or improve services.

(e) The board may adopt rules allowing departments to contract with one another for services or facilities.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 255, § 1, 12, eff. May 30, 2005.

§ 76.003. COMMUNITY JUSTICE COUNCIL. (a) A community justice council must be established by the judges described by

(2) the chief of police of the most populous municipality served by the department;

(3) the chief juvenile probation officer of the juvenile probation office serving the most populous area served by the department;

(4) the superintendent of the most populous school district served by the department;

(5) the supervisor of the Department of Public Safety region closest to the department, or the supervisor's designee;

(6) the county or regional director of the Texas Department of Mental Health and Mental Retardation with responsibility for the area served by the department;

(7) a substance abuse treatment professional appointed by the Council of Governments serving the area served by the department;

(8) the department director;

(9) the local or regional representative of the pardons and paroles division of the Texas Department of Criminal Justice with responsibility for the area served by the department;

(10) the representative of the Texas Workforce Commission with responsibility for the area served by the department;

(11) the representative of the Texas Rehabilitation Commission with responsibility for the area served by the department;

(12) a licensed attorney who practices in the area served by the department and whose practice consists primarily of criminal law;

(13) a court administrator, if one serves the area served by the department;

(14) a representative of a community service organization that provides adult treatment, educational, or vocational services to the area served by the department;

(15) a representative of an organization in the area served by the department that is actively involved in issues relating to defendants' rights, chosen by the county commissioners and county judges of the counties served by the department; and

(16) an advocate for rights of victims of crime and awareness of issues affecting victims.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 9.02(a), 9.03(a), eff. Sept. 1, 1997; Acts 2005, 79th Leg., ch. 255, § 2, eff. May 30, 2005.

§ 76.004. DEPARTMENT DIRECTOR; FISCAL OFFICER. (a) The judges described by Section 76.002 shall appoint a department director who must meet, at a minimum, the eligibility requirements for officers established under Section 76.005.

(a-1) The department director shall perform or delegate the responsibility for performing the following duties:

(1) overseeing the daily operations of the department;

(2) preparing annually or biennially a budget for the department;

(3) negotiating and entering into contracts on behalf of the department;

(4) establishing policies and procedures for all functions of the department;

(5) developing personnel policies and procedures, including disciplinary proceedings; and

(6) establishing procedures and practices through which the department will address an employment-related grievance.

(b) The department director shall employ a sufficient number of officers and other employees to conduct presentence investigations, supervise and rehabilitate defendants placed on community supervision, enforce the conditions of community supervision, and staff community corrections facilities. A person employed under this subsection is an employee of the department and not of the judges or judicial districts.

(c) The judges described by Section 76.002 may appoint for the department a fiscal officer, other than the county auditor. The fiscal officer is responsible for:

(1) managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities;

(2) ensuring that financial transactions of the department are lawful and allowable; and

(3) prescribing accounting procedures for the department.

(d) The judges described by Section 76.002 may appoint a person as fiscal officer only after investigating the person and determining that the person is:

(1) a person of unquestionably good moral character and intelligence; and

(2) a financial officer with at least two years' experience in auditing and accounting.

(e) A fiscal officer appointed under this section, before beginning employment and not later than the 20th day after the date of appointment, shall:

(1) take an oath stating that the person meets the qualifications required by this section and will not have a personal interest in any contract entered into by the department; and

(2) execute a good and sufficient surety bond that:

(A) is in the amount of $5,000 or more;

(B) is approved by and payable to the judges described by Section 76.002; and

(C) is conditioned on the faithful performance by the fiscal officer of the officer's duties.

AI-10219 **20.L.3.**

Drug Testing Strips
CC REGULAR

Date: 07/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Presentation for discussion, consideration and approval to purchase "Drug Testing Strips" on an "As Needed Basis" for Hidalgo County Community Supervision And Corrections Department, aka, Adult Probation through Hidalgo County's participation with "Texas Procurement And Support Sevices (TPASS) contract with TIBH Industries, Inc."-Contract number 193-A2-Drug And Alcohol Testing Products. Term of contract is from July 18, 2007 thru June 30, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-020-8-604
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 07/17/08 $5,250.00

Attachments

Link: TPASS CONTRACT INFORMATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 02:15 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 02:55 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/17/2008 03:49 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 07/16/2008 04:34 PM

Final Approval Date: 07/18/2008

193-A2-DRUG AND ALCOHOL TESTING PRODUCTS

~~07/2007 THRU 06/2009~~ 193-A2

For Further information contact Dee Dorsey, Purchaser D
at (512) 475-2459 or e-mail at Purchaser.D@cpa.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

collapse all sections | expand all sections

General Contract Information

GENERAL CONTRACT INFORMATION

Section 1

1.1 DESCRIPTION OF CONTRACT: 193-A2 Drug; Alcohol; Pregnancy and Strep Testing Proc

Level I - Alcohol Testing Products
Level II - Stationary Drug Testing System
Pregnancy and Strep Testing Products

1.2 ~~CONTRACT TYPE: Automated Discount-From-List.~~

1.3 TERM OF CONTRACT: July 18, 2007 thru June 30, 2009
Renewal options for two (2) additional one-year periods at the exclusive option of the State.

1.4 DELIVERY: Level I devices and Level II reagents: 10 days after receipt of order
Level II drug testing systems (machines and peripherals): 45 calendar
Pregnancy and Strep Tests: 10 days after receipt of order (ARO).

1.5 MINIMUM ORDER: Not applicable.

1.6 SPOT PURCHASE OPTION: Not applicable.

1.7 ZONE: This is a statewide contract.

1.8 SHIPPING INFORMATION:
Orders totaling $100.00 or more shipped to a single destination - F.O.B. destinat
freight prepaid and allowed (included in price)

Orders totaling less than $100.00 will be shipped freight prepaid and added as a separate item on invoice.

Freight charges will not be permitted for partial shipments of orders that origi totaled $100.00.

1.9 WARRANTY: Manufacturer's standard warranty applies.

1.10 CASH DISCOUNT: Applicable cash discounts are identified in line item descriptior

1.11 EDUCATIONAL DISCOUNT: Not applicable.

1.12 QUANTITY OR LARGE ORDER DISCOUNT: Voluntary one-time price reductions should be indicated on the invoice.

1.13 PRICE CHANGES: All prices shall be firm with no increase for 180 days from the e date of this contract. All price increase requests must be supported by the dist or manufacturer's latest publish price list reflecting the increase in accordance Section II, B. of the General Instructions, Terms and Conditions. Price increas only be approved on those items that were included in the manufacturer's publishe list submitted prior to award and meet the requirements. When a new manufacturer

193-40-32351-8 PKG	CASSETTE, MULTIPLE DRUGS, 4 TEST PANEL: COCAINE (COC); METHAMPHETAMINE (MAMP); MARIJUANA (THC); OPIATES (OPI). 25 TESTS PER PACKAGE. ***FREIGHT IS INCLUDED***. PRICE CHANGE EFFECTIVE 5/21/07 - 25/PKG - DELIVERY IN 10 DAYS	50.77
193-40-32400-3 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL COCAINE (COC), METHAMPHETAMINE (MAMP), MARIJUANA (THC), OPIATES (OPI), AND METHYLENEDIOXYMETHAMPHETAMINE (MDMA). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	79.45
193-40-32401-1 PKG	DIP TEST CARD, MULTIPLE DRUGS, 6 TEST PANEL: COCAINE (COC), AMPHETAMINE (AMP), METHAMPHETAMINE (MAMP), MARIJUANA (THC), OPIATES (OPI), AND ECSTASY (MDMA). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	93.55
193-40-32402-9 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC); AMPHETAMINE (AMP); METHAMPHETAMINE (MAMP), MARIJUANA (THC), AND OPIATES (OPI). ***FREIGHT IS INCLUDED*** - 25/ PKG - DELIVERY IN 10 DAYS	79.45
193-40-32403-7 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), AMPHETAMINE (AMP), OPIATES (OPI), PHENCYCLIDINE (PCP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	79.45
193-40-32404-5 PKG	DIP TEST CARD, MULTIPLE DRUGS, 4 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), MARIJUANA (THC), AND OPIATES (OPI). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	72.44
193-40-32405-2 PKG	DIP TEST CARD, MULTIPLE DRUGS, 3 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	48.40
193-40-32406-0 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), OPIATES (OPI), PHENCYCLIDINE (PCP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	79.45
193-40-32407-8 PKG	DIP TEST CARD, MULTIPLE DRUGS, 3 TEST PANEL: COCAINE (COC), OPIATES (OPI), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	48.40
193-40-32450-8 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 6 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), AMPHETAMINE (AMP), BENZODIAZEPINE (BZO), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	132.56
193-40-32452-4 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), AMPHETAMINE (AMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	114.94
193-40-32453-2 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 4 TEST PANEL:	110.25

■ **DRUG SCREENING TEST KITS**
NIGP 19348350000

Vendor Number: 84202 TIBH INDUSTRIES, INC.
193-48-35023-2 CTN LEVEL 1 CASSETTE, FOUR TEX PANEL, CANNABINOIDS (THC), COCAINE (COC), OPIATES (OPI), AND METHAMPHETAMINE (MET), KIT INCLUDES ONE SPECIMEN CUP, PAIR OF GLOVES AND DRUG TEST CASSETTE, 25 KITS/CTN FREIGHT IS INCLUDED. - DELIVERY IN 15 DAYS NIGP 19348350232 67.55

Contract Vendor List

Contract Vendor List 193-A2 07/2007 THRU 06/2009

09804 1-33-083-6229-5
PHAMATECH, INC.
10151 BARNES CANYON ROAD
ATTN: JOHN POLANCO
SAN DIEGO CA 92121
JOHN POLANCO
Phone 888-635-5840 X 244
Fax 858-635-5843
e-mail john@phamatech.com

30475 1-68-041-8167-1
THERMOFISHER SCIENTIFIC/MICROGENICS CORP
46360 FREMONT BLVD.
FREMONT CA 94538
PAT ROBERTS
Phone 214-505-1079
Fax 510-979-5395
e-mail proberts@thermofisher.com

34083 1-36-394-9533-5
SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS
1717 DEERFIELD ROAD
DEERFIELD IL 60015-5233
HEATHER SOLOMON
Phone 847-267-5350
Fax 847-236-7354
e-mail heather.f.solomon@siemens.com

79087 1-74-272-2343-7
COMPLIANCE CONSORTIUM CORP
P O BOX 932
BELTON TX 76513
GARY BAIRD
Phone 254 939-9691
Fax 254 939-9230
e-mail gary.baird.ccc@nodope.net

84202 1-74-197-6051-1
TIBH INDUSTRIES, INC.
1011 EAST 53 1/2 STREET
AUSTIN TX 78751
CUSTOMER SERVICE
Phone 512-451-8145
Fax 512-459-8277

AI-10210 **20.L.4.**

Renewal/Extension-Independent Audit Services
CC REGULAR

Date: 07/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

A. Presentation for discussion, consideration, and action to exercise the County's option to renew the engagement for fiscal years 2008 and 2009 with "Rhonda L. Gillum" to conduct independent audit services for Hidalgo County Adult Probation Department as approved by Hidalgo County Commissioners Court on August 8, 2006;
B. Presentation for discusstion, consideration, and approval of "Engagement Letter" including fee schedule proposed by "Rhonda Gillum" for fiscal years 2008 and 2009 if approved.

BACKGROUND

Their budget impact is not setup for fiscal years 2008 and 2009, until the beginning of their fiscal year which is September 1, 2008. The "Letter Of Engagement" from "Rhonda Gillum" must be sent to the "Texas Department Of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) by July 31, 2008, if approved.

Fiscal Impact

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

BUDGETARY IMPACT:

Buget impact not setup for fiscal years 2008 and 2009 until September 1, 2008, as per Adult Probation (that is the beginning of their fiscal year).

Assume similar funding as last year.

Attachments

Link: Previous Approved Agenda Item And Minutes
Link: Letter Of Engagement From Rhonda Gillum

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 02:15 PM	APRV

2	Budget & Management	Veronica Lopez	07/17/2008 02:55 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/17/2008 04:07 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 07/16/2008 03:57 PM

Final Approval Date: 07/18/2008

C. HIDALGO COUNTY PRECINCT NO. 2-

1. **Presentation for discussion, consideration, acceptance and approval of Request for Payment Invoice No. 11 in the amount of $82,881.01, from S&G Paving Company, contracted for road project "McColl RD- Reconstruction & Widening" as recommended by project engineer, R. Gutierrez Corporation, with authority for Auditor to issue payment after review, audit and processing procedures completed. C#04-299-11-16**

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

D. HIDALGO COUNTY ADULT PROBATION –

1. **Requesting authority to purchase computer equipment and peripherals from CDW-G through their State of Texas DIR award contract for Req #94091 in the total amount of $11,534.40.**

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to advertise a request for qualifications (RFQ) in connection with the engagement of a CPA to provide Independent Audit services for Hidalgo County Adult Probation Department with qualifications, requirements and scope of service to be provided by Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) for an initial term to include 2006 & 2007 fiscal years, and with the County's option renew for fiscal years 2008 & 2009. (RFQ-2006-298)**

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

E. HIDALGO COUNTY BUILDINGS AND GROUNDS –

1. **Approval to Request for payment Invoice No. one (1) in the amount of $ 6,735.00 from Alcocer Garcia Associates Design Consulting, contracted architect for "Repair and Interior Renovations to the 398th. State District Court Building" Contract No. C-06-177-04-11 PO No. 570477.**

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Recommending award of bid and approval of contract (subject to legal review) to sole bidder meeting all specifications for: "Carpentry and Construction Materials Supplies" RFB (6-162)**

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

(continuation – Purchasing Department)

(over)

C. HIDALGO COUNTY PRECINCT NO. 2-

1. Presentation for discussion, consideration, acceptance and approval of Request for Payment Invoice No. 11 in the amount of $82,881.01, from S&G Paving Company, contracted for road project "McColl RD- Reconstruction & Widening" as recommended by project engineer, R. Gutierrez Corporation, with authority for Auditor to issue payment after review, audit and processing procedures completed. C#04-299-11-16

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RFQ's

E. HIDALGO COUNTY BUILDINGS AND GROUNDS –

1. Approval to Request for payment Invoice No. one (1) in the amount of $ 6,735.00 from Alcocer Garcia Associates Design Consulting, contracted architect for "Repair and Interior Renovations to the 398th. State District Court Building" Contract No. C-06-177-04-11 PO No. 570477.
2. Recommending award of bid and approval of contract (subject to legal review) to sole bidder meeting all specifications for: "Carpentry and Construction Materials Supplies" RFB (6-162)

F. HIDALGO COUNTY COMMUNITY SERVICE AGENCY –

1. Requesting approval to reject all proposals received for:
   i) "Repairs, Replacement and/or Retrofit of Natural Gas and/or Propane Space Heaters and/or Propane Tanks" (6-225)
   ii) "Repairs, Replacement and/or Retrofit Electric, Natural Gas/Propane Water Heaters" (6-228)
   iii) "Repairs, Replacement and/or retrofit Refrigerators" (6-227)
   iv) Repairs, Replacement and/or retrofit Window A/C units and Heat Pumps" (6-228)
2. Requesting authority to re-advertise under Local Government Code 262-0295 (Alternative Multi-step Competitive Proposal Procedure) for: "Repairs, Replacement and/or Retrofit Refrigerators" RFP

G. HIDALGO COUNTY ELECTIONS –

1. Requesting exemption from competitive bidding requirements under Tex. Local Government Code, 262.024(a), a professional service, for legal services in connection with any modifications under Tex. Elect. Code, Section 42.005 as a result of litigation regarding Congressional Redistricting Plan 1374 (pending a Federal Court ruling) including the submission of said modifications to the Department of Justice for pre-clearance;
2. Requesting approval of a professional letter of engagement/contract with Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, LLP for legal services related to.

H. HIDALGO COUNTY HEALTH DEPARTMENT –

1. Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Dr. Ivan Melendez M.D. as Chief Physician for HCHD.

Rhonda L. Gillum
Certified Public Accountant

5415 N. McColl Road
Suite 107
McAllen, TX 78504

Member AICPA - TSCPA
PHONE (956) 618-2224
FAX (956) 618-2401

July 3, 2008

Mrs. Diana G. Solis, Accountant
Hidalgo County Community
Supervision & Corrections Dept.
P.O. Box 970
Edinburg, TX 78540

Dear Mrs. Solis:

You will find enclosed the engagement letter for the audit for 2008. The revised fee would be effective for years ending in 2008 and 2009. As per our conversation yesterday, the insurance policies expire in October. Copies of the renewal policies will be provided prior to beginning fieldwork.

If the enclósed engagement letter meets your specifications, please return one signed copy for my files. Hope your holiday is enjoyable.

Sincerely,

Rhonda L. Gillum

Rhonda L. Gillum

Enclosures (4)

Rhonda L. Gillum
Certified Public Accountant

5415 N. McColl Road
Suite 107
McAllen, TX 78504

Member AICPA - TSCPA
PHONE (956) 618-2224
FAX (956) 618-2401

July 3, 2008

Mr. Joe Lopez, Director
Hidalgo County Community
Supervision & Corrections Dept.
P.O. Box 970
Edinburg, TX 78540

I am pleased to confirm my understanding of the services I am to provide Hidalgo County Community Supervision and Corrections Department (HCCSC) for the year ended August 31, 2008. I will audit the financial statements of HCCSC as of and for the year ended August 31, 2008.

Audit Objectives

The objective of my audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and TDCJ–CJAD reporting requirements and to report on the fairness of the additional information presented with the financial statements. My audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards, (the Yellow Book) issued by the comptroller General of the United States, and will include tests of the accounting records of HCCSC and other procedures I consider necessary to enable me to express such an opinion. If my opinion on the financial statements is other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed an opinion, I may decline to express an opinion or to issue a report as a result of this engagement.

I will also provide reports (that do not include opinions) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls.

The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions

are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to me. I understand that you will provide me with such information required for the audit and that you are responsible for the accuracy and completeness of that information. I will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Audit Procedures–General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to HCCSC or to acts by management or employees acting on behalf of HCCSC. Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors that come to my attention, and I will inform you of any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. Representation may be requested from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of the audit, I will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that HCCSC complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial

statements are free of material misstatement, I will perform tests of HCCSC's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Audit Procedures–Internal Control

In planning and performing my audit, I will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of my auditing procedures for the purpose of expressing my opinion on HCCSC's financial statements.

I will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and I will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. These tests will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Administration, Fees and Other

I understand that your employees will type all cash or other confirmations I request and will locate any invoices selected by me for testing. I desire to begin my audit in early December to allow me to issue my report prior to the March 31, 2009 deadline. If unexpected circumstances arise that threaten to delay the targeted issuance date of the audit report, this will be communicated to you in advance so an extension can be requested from the Texas Department of Criminal Justice.

The work papers for this engagement are the property Rhonda L. Gillum and constitute confidential information. Also, TDCJ staff and/or State Auditor staff will be granted reasonable access to the working papers upon written request. They may also be provided photocopies of certain requested work papers. They may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. These work papers will be maintained for a minimum three years from the date of the audit report.

Governmental Auditing Standards require that I provide you with a copy of my most recent quality control review report. The most recent quality review report was issued in 2007. A copy of this report is enclosed.

My invoices for these services may be rendered each month as work progresses or may be submitted as fieldwork and the report are completed. These invoices are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. My fees for these services will be $18,875 for up to 320 hours. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My standard billing rate of $70 per hour would apply for additional hours.

I appreciate the opportunity to be of service to HCCSC and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as prescribed in this letter, please sign the enclosed copy and return it to me.

Sincerely yours,

Rhonda L. Gillum
Certified Public Accountant

RESPONSE:
This letter correctly sets forth the understanding of the Hidalgo County Community Supervision & Corrections Department.

By: _____

Title: _____

Date: _____

CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS CONSULTANTS

LONG CHILTON, LLP

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS AND INDIVIDUALS

Members - Division of Firms,
American Institute of CPAs

402 East Tyler
Harlingen, Texas 78550
(956) 423-3765
Fax (956) 428-7520
www.longchilton.com

To Rhonda Gillum, CPA

We have reviewed the system of quality control for the auditing practice of Rhonda Gillum, CPA (the firm) in effect for the year ended March 31, 2007. Rhonda Gillum, CPA, has represented to us that the firm performed no services under Statements on Standards for Accounting and Review Services (SSARS), nor examinations of prospective financial statements under the Statements on Standards for Attestation Engagement for the year under review. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represent a reasonable cross-section of the firm's auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, an audit under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests; therefore, it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore, noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the auditing practice of Rhonda Gillum, CPA, in effect for the year ended March 31, 2007, has been designed to meet the requirements of the quality control standards for an auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Long Chilton, LLP

LONG CHILTON, LLP
Certified Public Accountants

Harlingen, Texas
October 5, 2007

AI-10156 **20.L.5.**

Comdata Fuel Card Account Name Change for Program Formerly Known As Boot Camp

CC REGULAR

Date: 07/22/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

The Hidalgo County Substance Abuse Treatment Facility formerly known as Hidalgo County Boot Camp requested an account name change from Hidalgo County Boot Camp to Hidalgo County Substance Abuse. (Mr. Lopez has authority to make this change). This resulted in a change in account name for billing purposes. Vehicles and authorized user remain the same.

BACKGROUND

Fiscal Impact

Attachments

Link: name change 07.15.08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 11:20 AM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 11:33 AM	APRV
3	Veronica Lopez	Veronica Lopez	07/17/2008 03:51 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Yvette Islas			Started On: 07/15/2008 09:54 AM	
Final Approval Date: 07/18/2008				

Yvette Islas

From: Yvette Islas [yvette.islas@co.hidalgo.tx.us]
Sent: Wednesday, July 02, 2008 1:33 PM
To: 'Diana Solis'; Ramon Vela (county e-mail)
Subject: RE: COMDATA BOOT CAMP

Tracking:

Recipient	Read
'Diana Solis'	
Ramon Vela (county e-mail)	Read: 7/2/2008 1:34 PM

Ms. Solis,

Mr. Vela has made the following change at Comdata: account name from Adult Boot Camp to Hidalgo County Substance Abuse Treatment Facility.

Yvette

-----Original Message-----
From: Diana Solis [mailto:ad004@hidalgococscd.com]
Sent: Wednesday, July 02, 2008 11:19 AM
To: Yvette Islas; Rolando.Flores
Subject: COMDATA BOOT CAMP

GOOD MORNING:
THE BOOT CAMP IS BEING CONVERTED INTO THE HIDALGO COUNTY SUBSTANCE ABUSE TREATMENT FACILITY AS OF JULY 1, 2008. THE COMDATA CARD IS UNDER THE BOOT CAMP. THE VEHICLES USED WILL BE THE SAME. WHAT NEEDS TO BE DONE TO CHANGE THE ACCOUNT NAME AS OF JULY 1, 2008?

Diana G. Solis, Accountant
Hidalgo County CSCD
P. O. Box 970
Edinburg, Texas 78540
(956) 587-6008 Direct #
(956) 318-2488 Fax #
ad004@hidalgococscd.com

AI-10123 **20.M.1.**

POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)
CC REGULAR

Date: 07/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration and action to reject sole response received for: RFP NO: 2008-267-07-09-VYG-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s) inasmuch sole response received did not meet the minimum qualifications, requirements, and scope of services of project and;
B. Requesting authority to re-advertise and approval of RFP packet i.e. qualifications, requirements, scope of services, terms and conditions and draft contract document (previously approved as to form by legal counsel) for RFP-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Pool For Licensed Professional Counselor(s so as to expand the "pool" to meet the demand for services of the department.

BACKGROUND

Project requesting for a "Licensed Professional Counselor". As per "Chief Probation Officer-Director Israel "Buddy" Silva, for the Judge Mario E. Ramirez, Jr., Juvenile Justice Center, sole respondent is a "Licensed Clinical Social Worker" thus not being as qualified.

Seventy (70) RFP Packets were mailed out and only one response was received.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-60-330-002-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$10,243.00 available balance as of 07/16/08.

Attachments

Link: PARTICIPATION AND TABULATION LOG
Link: EXHIBIT "A" REQUIREMENTS
Link: EXHIBIT "B" EVALUATION
Link: CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2008 03:37 PM	APRV
2	Budget & Management	Veronica Lopez	07/15/2008 03:52 PM	APRV
3	Rey Salazar	Rey Salazar	07/16/2008 03:58 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 07/10/2008 02:08 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For: Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. JULIE ANICETO julieaniceto@hotmail.com	MAILED	VANGIE Y. GARCIA	06/26/08	2509 CAMELIA MCALLEN, TEXAS 78501 (C) 330-9866
2. YESENIA CANTU	MAILED	VANGIE Y. GARCIA	06/26/08	3400 FERN AVENUE MCALLEN, TEXAS 78501 956-457-9569
3. VERONICA CASTRO	MAILED	VANGIE Y. GARCIA	06/26/08	1700 HISBISCUS AVENUE MCALLEN, TEXAS 78501 956-630-2011
4. MALCOM JAMES COLEMAN	MAILED	VANGIE Y. GARCIA	06/26/08	1100 #1 HISBISCUS MCALLEN, TEXAS 78501 956-631-5557
5. ALFREDO VINCENT CRIXELL	MAILED	VANGIE Y. GARCIA	06/26/08	6113 N. 32ND STREET MCALLEN, TEXAS 78502 956-682-3661
6. ROBERT ELIZONDO	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 2263 MCALLEN, TEXAS 78502 956-318-3104
7. ESTHER LOPEZ FRAIRE	MAILED	VANGIE Y. GARCIA	06/26/08	1301 . FERN-STE. B1 MCALLEN, TEXAS 78501 956-687-4668
8. LILLYANA GIRADO RODRIGUEZ	MAILED	VANGIE Y. GARCIA	06/26/08	801 E. NOLANA-STE.9 MCALLEN, TEXAS 78504 956-687-8086
9. CONNIE HALUSKA	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 5474 MCALLEN, TEXAS 78502 210-687-7538
10. LISA BLOCKER JENDRUSCH	MAILED	VANGIE Y. GARCIA	06/26/08	1500 ORCHID MCALLEN, TEXAS 78504 210-630-0514

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For:Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
11. DELINDA BRITTON dbritton@thelittlegym.com	MAILED	VANGIE Y. GARCIA	06/26/08	1501 HIGHLAND DRIVE MCALLEN, TEXAS 78501 956-686-4005
12. SONYA CASTANEDA	MAILED	VANGIE Y. GARCIA	06/26/08	3509 GOLDCREST AVENUE MCALLEN, TEXAS 78504 956-682-0494
13. THEODORE CURTIS CATION	MAILED	VANGIE Y. GARCIA	06/26/08	1112 UPAS AVENUE-#B MCALLEN, TEXAS 78501 956-687-5540
14. ROZANA CONTRERAS	MAILED	VANGIE Y. GARCIA	06/26/08	3208 LARK AVENUE MCALLEN, TEXAS 78504 512-687-7936
15. MARTHA DE LA GARZA	MAILED	VANGIE Y. GARCIA	06/26/08	1201 SANDPIPER APT. #2 MCALLEN, TEXAS 78504 956-579-4719
16. EDUARDO ESTEVIS	MAILED	VANGIE Y. GARCIA	06/26/08	401 E. CAMELIA AVE. APT. 204 E MCALLEN, TEXAS 78501 956-724-8604
17. ROBERT TOMAS GARCIA	MAILED	VANGIE Y. GARCIA	06/26/08	6220 N. 17TH STREET MCALLEN, TEXAS 78504 512-687-1057
18. ALICIA STEPHENS GUFFEY	MAILED	VANGIE Y. GARCIA	06/26/08	321 DOVE MCALLEN, TEXAS 78504 956-682-3526
19. CARLOS ALBERTO HERRERA	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 5506 MCALLEN, TEXAS 78502 956-618-2761
20. ZONIA L. KOU	MAILED	VANGIE Y. GARCIA	06/26/08	1008 EAST DAFFODIL AVE.-APT. 219 MCALLEN, TEXAS 78501 956-688-5870

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For:Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
21. LINDA CANTU	MAILED	VANGIE Y. GARCIA	06/26/08	10610 N. 23RD. LANE MCALLEN, TEXAS 78504 956-686-1039
22. DOLORES CASTELLANO	MAILED	VANGIE Y. GARCIA	06/26/08	509 E. NEWPORT LANE MCALLEN, TEXAS 78501 956-687-8728
23. JOSE G. CAVAZOS	MAILED	VANGIE Y. GARCIA	06/26/08	604 AVOCET MCALLEN, TEXAS 78504 512-686-0752
24. ALFREDO CRIXELL JR.	MAILED	VANGIE Y. GARCIA	06/26/08	7801 N. 27TH LANE MCALLEN, TEXAS 78504 956-682-2327
25. BRIAN DUTREMAINE	MAILED	VANGIE Y. GARCIA	06/26/08	3604 QUAIL AVENUE MCALLEN, TEXAS 78504 956-664-1846
26. ALISA AVILA FERNANDEZ	MAILED	VANGIE Y. GARCIA	06/26/08	5225 N. 25TH STREET MCALLEN, TEXAS 78504 956-661-9190
27. ZONIA GARZA	MAILED	VANGIE Y. GARCIA	06/26/08	113 W. WHITEWING MCALLEN, TEXAS 78501 956-631-8452
28. TONY GUZMAN	MAILED	VANGIE Y. GARCIA	06/26/08	210 NOLANA, STE. B MCALLEN, TEXAS 78504 956-664-1600
29. MINERVA IBARRA	MAILED	VANGIE Y. GARCIA	06/26/08	3201 N. 20TH STREET MCALLEN, TEXAS 78501 956-682-5127
30. ROSE LAWLEY	MAILED	VANGIE Y. GARCIA	06/26/08	713 SANDPIPER 31 MCALLEN, TEXAS 78504 303-471-5494

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
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31. ALLAN LIPPS	MAILED	VANGIE Y. GARCIA	06/26/08	708 W. WESTWAY MCALLEN, TEXAS 78501 956-683-8173
32. YOLANDA HINOJOSA MCCAL	MAILED	VANGIE Y. GARCIA	06/26/08	404 YELLOW HAMMER AVENUE MCALLEN, TEXAS 78504 956-687-5949
33. RICHARD MIRELES	MAILED	VANGIE Y. GARCIA	06/26/08	3412 ORIOLE MCALLEN, TEXAS 78504 956-972-1688
34. JUAN NICOLAU	MAILED	VANGIE Y. GARCIA	06/26/08	2209 KENDLEWOOD AVE. MCALLEN, TEXAS 78501 956-682-4238
35. MARGARITA OLIVAREZ	MAILED	VANGIE Y. GARCIA	06/26/08	5111 N. 10TH ST.-#119 MCALLEN, TEXAS 78504 956-688-6980
36. EDUARDO PENA	MAILED	VANGIE Y. GARCIA	06/26/08	1222 HARVEY STREET MCALLEN, TEXAS 78501 956-682-6740
37. CYNTHIA D. PORTER	MAILED	VANGIE Y. GARCIA	06/26/08	6101 N. 27TH STREET MCALLEN, TEXAS 78504 956-928-1749
38. PATRICIA ANN RIEK	MAILED	VANGIE Y. GARCIA	06/26/08	2504 HARVEY DRIVE MCALLEN, TEXAS 78501 956-687-3688
39. BELINDA ROJAS	MAILED	VANGIE Y. GARCIA	06/26/08	3507 N. 34TH LANE MCALLEN, TEXAS 78501 956-683-0763
40. ROBERT RUIZ	MAILED	VANGIE Y. GARCIA	06/26/08	2528 PECAN AVE. MCALLEN, TEXAS 78501 956-618-7921

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

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41. VIRGINIA VILLARREAL MANN	MAILED	VANGIE Y. GARCIA	06/26/08	4609 N. 5TH STREET MCALLEN, TEXAS 78504 210-682-2147
42. GLENDA WASKOW MCCLENDON	MAILED	VANGIE Y. GARCIA	06/26/08	4612 N. 8TH STREET MCALLEN, TEXAS 78504 956-686-8573
43. YOELIA NAVA	MAILED	VANGIE Y. GARCIA	06/26/08	908 N. 49TH STREET MCALLEN, TEXAS 78501 956-630-6477
44. REBECCA NORTON	MAILED	VANGIE Y. GARCIA	06/26/08	900 N. 50TH STREET MCALLEN, TEXAS 78501 956-992-0940
45. REBECCA REYLAND OLIVAREZ	MAILED	VANGIE Y. GARCIA	06/26/08	3916 SWALLOW AVE. MCALLEN, TEXAS 78501 956-458-2328
46. SANTA E. PENA	MAILED	VANGIE Y. GARCIA	06/26/08	2701 N. MCCOLL-#F7 MCALLEN, TEXAS 78501 956-682-2140
47. LINDA MARIE RAMIREZ	MAILED	VANGIE Y. GARCIA	06/26/08	715 W. PECAN BLVD. MCALLEN, TEXAS 78501 956-630-4485
48. ORLANDO RODRIGUEZ	MAILED	VANGIE Y. GARCIA	06/26/08	4205 TYLER AVE. MCALLEN, TEXAS 78503 956-565-9487
49. GROVER ROLLINS	MAILED	VANGIE Y. GARCIA	06/26/08	2900 N J ST. APT. #206 MCALLEN, TEXAS 78501 956-655-7872
50. RITA SALAZAR	MAILED	VANGIE Y. GARCIA	06/26/08	7423 N. 20TH MCALLEN, TEXAS 78504 956-631-4282

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

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51. ROXANNE MATA	MAILED	VANGIE Y. GARCIA	06/26/08	2705 GUMWOOD AVE. MCALLEN, TEXAS 78501 956-682-6258
52. GULLEMINA MENDOZA SOLLNER	MAILED	VANGIE Y. GARCIA	06/26/08	404 E. BLUEBIRD MCALLEN, TEXAS 78504 956-682-5307
53. SUSAN NEWTON CHAMBERS	MAILED	VANGIE Y. GARCIA	06/26/08	4901 DAFFODIL AVE.-#226 MCALLEN, TEXAS 78501 956-992-0940
54. LETICIA ADRIANA OCANAS	MAILED	VANGIE Y. GARCIA	06/26/08	712 LINDBERG MCALLEN, TEXAS 78501 956-682-8800
55. ABEL ERASMO ORTEGA	MAILED	VANGIE Y. GARCIA	06/26/08	225 DARTMOUTH AVENUE MCALLEN, TEXAS 78504 956-682-5132
56. NELDA NORMA PEREZ	MAILED	VANGIE Y. GARCIA	06/26/08	1101 NYSSA STREET MCALLEN, TEXAS 78501 512-687-1425
57. LORRIE M. RAMIREZ	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 1443 MCALLEN, TEXAS 78505
58. SAN JUANITA RODRIGUEZ	MAILED	VANGIE Y. GARCIA	06/26/08	3101 ULEX MCALLEN, TEXAS 78504 956-688-6153
59. GEORGE ROPER III	MAILED	VANGIE Y. GARCIA	06/26/08	132 W. XANTHISMA #162 MCALLEN, TEXAS 78504 956-343-7195
60. FRANCES HELEN SCHREIBER	MAILED	VANGIE Y. GARCIA	06/26/08	5009 N. 8TH STREET MCALLEN, TEXAS 78504 210-682-2106
61. MARILYN SPYKER RAMIREZ	MAILED	VANGIE Y. GARCIA	06/26/08	7617 N. 25TH LANE MCALLEN, TEXAS 78504 956-631-3686

62. CATHERINE ANN WILLIAMS	MAILED	VANGIE Y. GARCIA	06/26/08	106 E. JONQUIL STREET MCALLEN, TEXAS 78501 956-682-3647
63. MARY ANN MEAVE HANDY	MAILED	VANGIE Y. GARCIA	06/26/08	817 SOUTH GEORGIA AVE. WESLACO, TEXAS 78596 956-972-2489
64. LISA DIANE KONECNY	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 1073 WESLACO, TEXAS 78596 956-973-9279
65. MARIA ELENA RAMOS	MAILED	VANGIE Y. GARCIA	06/26/08	201 JOHNSON CIRCLE WESLACO, TEXAS 78596 956-968-0680
66. RODGER DEAN WAHL	MAILED	VANGIE Y. GARCIA	06/26/08	1006 W. 7TH STREET WESLACO, TEXAS 78596 210-968-3641
67. SANDRA LUZETTE VICKERS	MAILED	VANGIE Y. GARCIA	06/26/08	1600 LARK AVE. MCALLEN, TEXAS 78504 956-682-1860
68. MARIA ANTONIO FUENTES	MAILED	VANGIE Y. GARCIA	06/26/08	1809 FOREST LANE WESLACO, TEXAS 78596 956-968-8441
69. ARTURO HERNANDEZ	MAILED	VANGIE Y. GARCIA	06/26/08	1216 JASMINE STREET WESLACO, TEXAS 78596 956-969-0582
70. MARY L. REYNA	MAILED	VANGIE Y. GARCIA	06/26/08	424 FROST PROFF DR. WESLACO, TEXAS 78596 956-793-0223
71. RAQUEL VILLARREAL	MAILED	VANGIE Y. GARCIA	06/26/08	2420 PELICAN AVE. MCALLEN, TEXAS 78504 956-994-9030
72. ISSAC FLORES	MAILED	VANGIE Y. GARCIA	06/26/08	805 N. BRIDGE WESLACO, TEXAS 78596 956-968-8544
73. YOLANDA HILL	MAILED	VANGIE Y. GARCIA	06/26/08	1208 S. WESTGATE WESLACO, TEXAS 78596 956-968-1036
74. OLIVIA MOLINA	MAILED	VANGIE Y. GARCIA	06/26/08	223 WEST DELMA STREET WESLACO, TEXAS 78596 956-969-4974
75. WILLIAM THOMAS ROACH JR.	MAILED	VANGIE Y. GARCIA	06/26/08	1012 JASMINE STREET WESLACO, TEXAS 78596 956-463-7391
76. JAVIER SOLIS b00890c@yahoo.com	MAILED	VANGIE Y. GARCIA	06/26/08	1615 SUMMERFIELD EDINBURG, TEXAS 78539 956-383-4324 720-6799 683-1510
77. JESSIE LONGORIA	MAILED	VANGIE Y. GARCIA	06/26/08	5402 N. GWIN EDINBURG, TEXAS 78541 956-383-6833

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL TABULATION SHEET

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER	
PROPOSAL OPENING DATE: JULY 9, 2008	**PROPOSAL OPENING TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"	
PROPOSAL NO: 2008-267-07-09-VYG	**BUYER II: VANGIE Y. GARCIA**

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF PROPOSAL
#1	HECTOR X. PALACIOS	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION FOR: LICENSED PROFESSIONAL COUNSELOR(S)"

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish an "Expansion For: Pool/Roster of "Licensed Professional Counselor(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. LICENSED PROFESSIONAL COUNSELOR(S):
   The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. UNDERSTANDING THE SERVICES/METHODOLOGY:
   The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. COST:
   Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":
   The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other "Juvenile Probation Counseling Services".

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"EXPANSION FOR: LICENSE PROFESSIONAL COUNSELOR(S)"
RFP NO: 2008-267-07-09-VYG

RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. LICENSE PROFESSIONAL COUNSELOR(S): The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	30 Points	_____
Comments/Rationale For Points:_____		
2. UNDERSTANDING THE SERVICES/METHODOLOGY: The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.	20 Points	_____
Comments/Rationale For Points:_____		
3. COST: Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.	20 Points	_____
Comments/Rationale For Points:_____		
4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other "Juvenile Probation Counseling Services".	30 Points	_____
Comments/Rationale For Points:_____		
	Total Score	_____

Provider: _____

Evaluator: _____ Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

Service Contract
C-

THIS AGREEMENT is made effective the _____day of ____, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and _____, LPC (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

W I T N E S S E T H:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

(c) Conducting “Psychological Examinations” of the Clients as required by the Department;

(d) Conducting “Consultation Services” as requested and required on an “As Needed Basis”;

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor’s experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs “Licensed Professional Counselors” licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $____ Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $____ Maximum/Per Hour

f) Consultation Fee Per Hour – $____ Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor 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.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, 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 Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor 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.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department 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 County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. 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.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department 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.

16. 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 representation 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 Department and Contractor, and not otherwise.

17. 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.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against 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 Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	_____ _____ _____

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 addresses or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto convenant 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.

20. 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.

21. 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 appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:_____ DATE:_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ DATE:_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ DATE:_____

AI-10167 **20.M.2.**

Drug Testing Services
CC REGULAR

Date: 07/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Recommending award of bid and approval of contract document (as reviewed and approved as to form by legal counsel) to bidder meeting all specifications and/or requirements as attached hereto for RFB NO: 2008-139-04-23-VYG-JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER-DRUG TESTING SERVICES.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-32-330-001-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$28,904.00 available balance as of 07/23/08.

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: BID TABULATION GRID

Link: PARTICIPANTS BID SUBMISSION

Link: C-08-139-07-22 CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2008 02:35 PM	APRV
2	Budget & Management	Veronica Lopez	07/16/2008 03:14 PM	APRV
3	Rey Salazar	Rey Salazar	07/17/2008 08:48 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 07/15/2008 01:18 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: APRIL 30, 2008 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT- DRUG TESTING COLLECTION SERVICES"

BID NO.: 2008-139-04-30-VYG

NAME OF VENDOR: COMPANY/FIRM /ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE NO. & FAX NO.
1. NTC Drug Testing Services, Inc. Susan Sanchez email: ntcdrugtestingstaff@yahoo.com	Emailed BLM	Vangie Y. Garcia	04/07/08 04/07/08	5717 North 10th , Suite D McAllen, Texas 78502 (P) 956-682-7090 (F)956-682-4252
2. Southwest Labs, Inc. Cynthia T. Rubalcava email: southwestlabs@email.com	Emailed BLM	Vangiey Y. Garcia	04/07/08 04/07/08	918 West Nolana Pharr, Texas 78577 (P) 956-283-9604 (F)956-283-9617
3. Occupational and Industrial Health Center 1106 West Sam Houston Street Pharr, Tx 78577 Attn: Maria	Emailed BLM	Vangie Y. Garcia	04/07/08 04/07/08	Ph. (956) 787-1975 Fax: (956) 787-1996 email: jflmd53@hotmail.com
4. The Center of Industrial Rehabilitation Services 4201 S. Shary Rd. Suite 102B Mission, TX 78572 Attn: Irene	Emailed BLM	Vangie Y. Garcia	04/07/08 04/07/08	Ph (956) 519-5222 Fax (956) 5252 irene@industrialrehabservices.com
5. Physical Medicine Clinic, Dr. Fernald 1800 S. Main, Suite 450 McAllen, TX 78503 Irene Rodriguez	Emailed BLM	Vangie Y. Garcia	04/07/08 04/07/08	Ph (956) 631-0142 email: doctorsidneyfernald@yahoo.com
6. Lydia Otiz 2504 Keralum Street Mission, TX 78574	Emailed BLM	Vangie Y. Garcia	04/07/08 04/07/08	Ph (956) 581-4280 email: mla@rgv.rr.com
7. McAllen Primary Care Clinic, Dr. Jorge Trevino 110 E. Savanna Bld. A, Suite 101 McAllen, TX 78503 Attn: Lina Gomez	Emailed BLM	Vangie Y. Garcia	04/07/08 04/07/08	Ph (956) 686-4040 Cell (956) 638-7923 Fax (956) 630-6088 email: jstewart@mcallenprimarycare.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: APRIL 30, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT- DRUG TESTING COLLECTION SERVICES"

BID NO.: 2008-139-04-30-VYG

NAME OF VENDOR: COMPANY/FIRM /ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE NO. & FAX NO.
8. Norchem Drug Testing Services Joni Harris	FED EXPRESS	VANGIE Y. GARCIA		1760 East Rout 66, Ste. 1 Flagstaff, Arizona 86004 (P) 800-348-4422
9. United Care Management And Rehabilitation Services - Tina Casares Email: ucmrs@aol.com	EMAIL BLM	VANGIE Y. GARCIA		520 Linberg McAllen, Texas 78501 (P) 956-618-0252 (F) 956-618-4552

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY JUVENILE PROBATION**	
BID ACCEPTANCE DATE: **APRIL 23, 2008**	**BID ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF BID: DRUG TESTING COLLECTION SERVICES	
BID NO: 2008-139-04-23-VYG	

BID#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFB
#01	THE CENTER OF INDUSTRIAL REHABILITATION SERVICES	√
#02	N.T.C. DRUG TESTING SERVICES	√
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
BID OPENING DATE: APRIL 23, 2008 **BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "DRUG TESTING COLLECTION SERVICES" **BID NO: 2008-139-04-23-VYG**

	NTC Drug & Alcohol Testing Services, Inc.			The Center Of Industrial Rehab. Services		
HOURS (LABOR)	**REGULAR** FROM / TO	**PREMIUM** FROM / TO	**FEES** REGULAR/ PREMIUM	**REGULAR** FROM / TO	**PREMIUM** FROM / TO	**FEES** REGULAR/ PREMIUM
	8:00 AM / 5:00 PM	24 hr On-Call Service	No Charge	8:00 AM / 5:00 PM	5:01 PM / 7:59 AM	No Charge / $25.00 Trip Charge

SPECIFIC TEST		PRICE / LEVEL ASSESSED (CONFIRMATION THRESHOLD) / ZERO LEVEL (SCREENING THRESHOLD)	TURN AROUND TIME NEGATIVE	TURN AROUND TIME NON-NEGATIVE	PRICE / LEVEL ASSESSED (CONFIRMATION THRESHOLD) / ZERO LEVEL (SCREENING THRESHOLD)	TURN AROUND TIME NEGATIVE	TURN AROUND TIME NON-NEGATIVE
PANEL 10 (individual)							
CANNABIS	Urine	36.00	24 hr	48-72 hr	25.00	24-48 hrs	24-48 hrs
	Hair	250.00	48-72 hr	72-96 hr	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
COCAINE	Urine	36.00	24 hr	48-72 hr	25.00	24-48 hrs	24-48 hrs
	Hair	250.00	48-72 hr	72-96 hr	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
AMPHETAMINES	Urine	36.00	24 hr	48-72 hr	25.00	24-48 hrs	24-48 hrs
	Hair	250.00	48-72 hr	72-96 hr	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
MORPHINE	Urine	36.00	24 hr	48-72 hr	25.00	24-48 hrs	24-48 hrs
	Hair	250.00	48-72 hr	72-96 hr	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
METHAMPHETAMINES	Urine	36.00	24 hr	48-72 hr	25.00	24-48 hrs	24-48 hrs
	Hair	250.00	48-72 hr	72-96 hr	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
PHENCYCLIDINE	Urine	36.00	24 hr	48-72 hr	50.00	24-48 hrs	24-48 hrs
	Hair	250.00	48-72 hr	72-96 hr	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	50.00	24-48 hrs	24-48 hrs
BENZODIAZEPINES	Urine	36.00	24 hr	48-72 hr	130.00	24-48 hrs	24-48 hrs
	Hair	N/A	N/A	N/A	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
BARBITURATES	Urine	36.00	24 hr	48-72 hr	130.00	24-48 hrs	24-48 hrs
	Hair	N/A	N/A	N/A	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
METHADONE	Urine	36.00	24 hr	48-72 hr	50.00	24-48 hrs	24-48 hrs
	Hair	N/A	N/A	N/A	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	130.00	24-48 hrs	24-48 hrs
TRYCYCLIC ANTIDEPRESSANTS	Urine	36.00	24 hr	48-72 hr	75.00	24-48 hrs	24-48 hrs
	Hair	N/A	N/A	N/A	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	N/A	24-48 hrs	24-48 hrs
ROHYPNOL	Urine	150.00	48-72 hr	72-96 hr	75.00	24-48 hrs	24-48 hrs
	Hair	N/A	N/A	N/A	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	N/A	24-48 hrs	24-48 hrs
ALCOHOL	Urine	N/A	N/A	N/A	26.00	24-48 hrs	24-48 hrs
	Hair	N/A	N/A	N/A	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	28.00	24-48 hrs	24-48 hrs
ECSTASY	Urine	175.00	48-72 hr	72-96 hr	75.00	24-48 hrs	24-48 hrs
	Hair	N/A	N/A	N/A	75.00	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A	75.00	24-48 hrs	24-48 hrs
COMPLETE TEST	Urine	36.00	24-48 hr	48-72 hr	25.00	24-48 hrs	24-48 hrs
	Hair	250.00	48-72 hr	72-96 hr		5-7 Bus. days	5-7 Bus. days
	Blood	N/A	N/A	N/A			
TRAINING FEES		DRUG FREE WORKPLACE ACT: **$90.00/HR.** OTHER DRUG TESTING RELATED: N/A			DRUG FREE WORKPLACE ACT: **$185.00** OTHER DRUG TESTING RELATED: **$125.00**		

EXHIBIT "B"
HIDALGO COUNTY JUVENILE PROBATION
DRUG TESTING COLLECTION SERVICES
BID NO: 2008-139-04-23-VYG

MODIFIED BID PAGE

ADDITIONAL INFORMATION:
Each section must be filled and completed as described and instructed under "Scope Of Services-line item number 19". Incomplete sections may be considered probable cause for disqualification.

SECTION 1. PER HOUR FEES (LABOR)**:**

BUSINESS HOURS	FROM	TO	FEES
REGULAR	8:00 a.m.	5:00 p.m.	No charge
PREMIUM	5:01 p.m.	7:59 a.m.	$25.00 trip charge

SECTION 2. TEST CHARGES: ***Enter price for each test section.***

Specific Test		**Level Assessed – Confirmation Threshold Zero Level – Screening Threshold**	**Turnaround time for results**	
Panel 10 Fee: $		**PRICE**	**NEGATIVE**	**NON-NEGATIVE**
Cannabis	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Cocaine	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.0	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Amphetamines	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Morphine	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Methamphetamines	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Phencyclidine	Urine	50.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	50.00	24-48 Hours	24-48 Hours
Benzodiazepines	Urine	130.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Barbiturates	Urine	130.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours

Specific Test		Level Assessed – Confirmation Threshold Zero Level – Screening Threshold	Turnaround time for results	
Panel 10 Fee: **$**		**PRICE**	**NEGATIVE**	**NON-NEGATIVE**
Methadone	Urine	50.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Tricyclic Antidepressants	Urine	75.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	24-48 Hours	24-48 Hours
Rohypnol	Urine	75.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	24-48 Hours	24-48 Hours
Alcohol	Urine	26.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	28.00	24-48 Hours	24-48 Hours
Ecstasy	Urine	75.00	24-48 Hours	24-48 Hours
	Hair	75.00	5-7 Bus. days	5-7 Bus. days
	Blood	75.00	24-48 Hours	24-48 Hours
			24-48 Hours	24-48 Hours
COMPLETE TEST COST (Includes all of the above)	Urine	25.00	24-48 Hours	24-48 Hours
	Hair		5-7 Bus. days	5-7 Bus. days
	Blood			

SECTION 3. TRAINING FEES:

Training Charges per Session:

i. Drug Free Workplace Act(Employee/Supervising Training):$ 185.00

ii. Other Drug Testing Related $ 125.00

COMPANY NAME: The Center of Industrial Rehabilitation Services

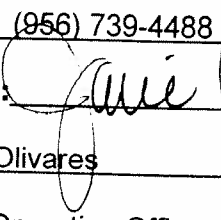
ADDRESS: 709 S. Broadway

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE NUMBER: (956) 618-2400

FAX NUMBER: (956) 971-9905

CELLULAR NUMBER: (956) 739-4488

AUTHORIZED SIGNATURE: 

PRINTED NAME: Janie Olivares

TITLE: Chief Operating Officer

DATE: 04/23/08

YAHOO! MAIL Classic Print - Close Window Powered by OUTSIDE IN

EXHIBIT "B"

HIDALGO COUNTY JUVENILE PROBATION

DRUG TESTING COLLECTION SERVICES

BID NO: 2008-139-04-23-VYG

MODIFIED BID PAGE

ADDITIONAL INFORMATION:

Each section must be filled and completed as described and instructed under "Scope Of Services-line item number 19". Incomplete sections may be considered probable cause for disqualification.

SECTION 1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR	8:00 AM	5:00 PM	NO CHARGE
PREMIUM	24 HOUR ON-CALL SERVICE		NO CHARGE

SECTION 2. TEST CHARGES: *Enter price for each test section.*

Specific Test		Level Assessed – Confirmation Threshold Zero Level – Screening Threshold	Turnaround time for results	
Panel 10 Fee: $ 36.00		PRICE	NEGATIVE	NON-NEGATIVE
Cannabis	Urine	36.00	24 HR	48-72 HR
	Hair	250.00	48-72 HR	72-96 HR
	Blood	N/A	N/A	N/A
Cocaine	Urine	36.00	24 HR	48-72 HR
	Hair	250.00	48-72 HR	72-96 HR
	Blood	N/A	N/A	N/A
Amphetamines	Urine	36.00	24 HR	48-72 HR
	Hair	250.00	48-72 HR	72-96 HR
	Blood	N/A	N/A	N/A
Morphine	Urine	36.00	24 HR	48-72 HR
	Hair	250.00	48-72 HR	72-96 HR
	Blood	N/A	N/A	N/A
Methamphetamines	Urine	36.00	24 HR	48-72 HR
	Hair	250.00	48-72 HR	72-96 HR
	Blood	N/A	N/A	N/A
Phencyclidine	Urine	36.00	24 HR	48-72 HR

	Hair	250.00	48-72 HR	72-96 HR
	Blood	N/A	N/A	N/A
Benzodiazepines	Urine	36.00	24 HR	48-72 HR
	Hair	N/A	N/A	N/A
	Blood	N/A	N/A	N/A
Barbiturates	Urine	36.00	24 HR	48-72 HR
	Hair	N/A	N/A	N/A
	Blood	N/A	N/A	N/A
Methadone	Urine	36.00	24 HR	48-72 HR
	Hair	N/A	N/A	N/A
	Blood	N/A	N/A	N/A
Tricyclic Antidepressants	Urine	36.00	24 HR	48-72 HR
	Hair	N/A	N/A	N/A
	Blood	N/A	N/A	N/A
Rohypnol	Urine	150.00	48-72 HR	72-96 HR
	Hair	N/A	N/A	N/A
	Blood	N/A	N/A	N/A
Alcohol	Urine	N/A	N/A	N/A
	Hair	N/A	N/A	N/A
	Blood	N/A	N/A	N/A
Ecstasy	Urine	175.00	48-72 HR	72-96 HR
	Hair	N/A	N/A	N/A
	Blood	N/A	N/A	N/A
COMPLETE TEST COST (Includes all of the above)	Urine	36.00	24-48 HR	48-72 HR
	Hair	250.00	48-72 HR	72-96 HR
	Blood	N/A	N/A	N/A

SECTION 3. TRAINING FEES:

Training Charges per Session:

i. Drug Free Workplace Act(Employee/Supervising Training):$ 90.00 PER HOUR

ii. Other Drug Testing Related $ N/A

COMPANY NAME: N.T.C. Drug Testing Services, Inc.

ADDRESS: P.O. Box 2883, Valleywide Locations

CITY/STATE/ZIP CODE: McAllen, Texas 78502

PHONE NUMBER: (956) 682-7090 Backline: 682-4219

FAX NUMBER: (956) 682-4252

CELLULAR NUMBER: (956) 655-2067

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-139-07-22

THIS CONTRACT is made and entered into this 22nd of July, 2008 by **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department"), and **SPEIGHTS, STINSON, CORTINAS, AND MCDONALD d/b/a THE CENTER OF INDUSTRAIL REHABILITATION SERVICES, MCALLEN, TEXAS** ("Company").

WHEREAS, Company responded to advertised notices for bids for "Drug Testing 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. Judge Mario E. Ramirez Jr. Juvenile Justice Center and Company hereby agree that this Contract is entered into in order to provide the Services to Judge Mario E. Ramirez, Jr. Juvenile Justice Center for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning July 22, 2008, and ending on July 22, 2009, with option to renew/extend for an additional two (2)-one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and may be extended at the sole discretion of County for an additional sixty (60) days at the end of the contract term for unforeseen delays on subsequent bidding and contract award, 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 Judge Mario E. Ramirz, Jr. Juvenile Justice Center 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 Judge Mario E. Ramirez, Jr. Juvenile Justice Center 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, Judge Mario E. Ramirez, Jr. Juvenile Justice Center, 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, Judge Mario E. Ramirez, Jr. Juvenile Justice Center 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, Judge Mario E. Ramirez, Jr. Juvenile Justice Center 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 Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel “Buddy” Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Company: Speights, Stinson, Cortinas, and McDonald d/b/a
The Center Of Industrial Rehabilitation Services
709 S. Broadway
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 _____, 2008.

DEPARTMENT:

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ DATE:_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIEZ, JR. JUVENILE JUSTICE CENTER

BY:_____ DATE:_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ DATE:_____

AI-10093 **21.A.**

Cost Allocation of Allowances for the Courthouse Security (Fund 1241) emplyees

CC REGULAR

Date: 07/22/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Courthouse Security Fund/Sheriff's Office:
1. Approval to delete the following allowance slots in Sheriff's Office (280-001-), effective next full pay period (08/04/2008):

Sheriff's (280-001)		
Slot No.	**Longevity Pay**	**Supplemental Pay**
A316	$41.76	$1,200.00
A318	$25.20	$1,200.00
A319	$480.00	$600.00
A321	$7.20	$1,200.00
A322	$6.17	$600.00
A326	$5.50	$1,800.00

2. Approval to cost allocate the following allowances to Fund 1241- Courthouse Security (115-044) as follows, effective next full pay period (08/04/2008):

Courthouse Security (115-044)		
Slot No.	**Longevity Pay**	**Supplemental Pay**
0002	$480.00	$600.00
0004	$420.00	$600.00
0005	$1,440.00	$1,200.00
0007	$120.00	$1,800.00
0009	$240.00	$1,200.00
0010	$840.00	$1,200.00

3. Approval of 2008 interfund transfer from Sheriff's Department (1100) to Courthouse Security (1241) in the amount of $3,588.64.
4. Approval of revised salary schedules.

BACKGROUND

*Allowances were previously distributed (split) between Sheriff's budget (280-001) and Courthouse Security (115-044).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Availble funds as of 07/18/2008. Interfund transfer from Sheriff's Office (1100) to Courthouse Security (Fund 1241) rc

Attachments

Link: Revised Salary Schedule

Link: Fiscal Note

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/11/2008 10:16 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/16/2008 01:57 PM	APRV
3	Rosalinda Cantu		07/18/2008 05:29 PM	PEND

Form Started By: Veronica Lopez Started On: 07/08/2008 03:03 PM

Final Approval Date: 07/18/2008

Hidalgo County
Department of Budget and Management

2008 Salary Schedule
Commissioners Court

Courthouse Security Fund
1241-421-23-115-044-0-

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTED BUDGET	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0001	113	DEPUTY SHERIFF STEP II	32,698.00	1,362.00	34,060.00	0.0000	0.00	1,192.00	35,252.00	35,252.00	60.00	0.00	600.00	0.00	0.00	35,912.00
											480.00*		**600.00***			
0002	113	SERGEANT STEP III	42,655.00	0.00	42,655.00	0.0350	1,493.00	0.00	44,148.00	44,148.00	~~0.00~~	0.00	~~0.00~~	0.00	0.00	44,148.00
0003	113	SR. DEPUTY SHERIFF STEP III	38,777.00	0.00	38,777.00	0.0350	1,357.00	0.00	40,134.00	40,134.00	420.00	0.00	0.00	0.00	0.00	40,554.00
											420.00*		**600.00***			
0004	113	SR. DEPUTY SHERIFF STEP III	38,777.00	0.00	38,777.00	0.0350	1,357.00	0.00	40,134.00	40,134.00	~~420.00~~	0.00	~~0.00~~	0.00	0.00	40,548.00
											1440.00*		**1200.00***			
0005	113	SR. DEPUTY SHERIFF STEP III	38,777.00	0.00	38,777.00	0.0350	1,357.00	0.00	40,134.00	40,134.00	~~1,440.00~~	0.00	~~0.00~~	0.00	0.00	41,532.00
0006	113	SR. DEPUTY SHERIFF STEP III	38,777.00	0.00	38,777.00	0.0350	1,357.00	0.00	40,134.00	40,134.00	540.00	0.00	0.00	0.00	0.00	40,674.00
											120.00*		**1800.00***			
0007	113	SR. DEPUTY SHERIFF STEP I	35,252.00	0.00	35,252.00	0.0628	2,214.00	0.00	37,466.00	37,466.00	~~114.50~~	0.00	~~0.00~~	0.00	0.00	37,580.50
0008	113	SR. DEPUTY SHERIFF STEP II	37,466.00	0.00	37,466.00	0.0350	1,311.00	0.00	38,777.00	38,777.00	300.00	0.00	0.00	0.00	0.00	39,077.00
											240.00*		**1200.00***			
0009	113	SR. DEPUTY SHERIFF STEP II	37,466.00	0.00	37,466.00	0.0350	1,311.00	0.00	38,777.00	38,777.00	~~232.80~~	0.00	~~0.00~~	0.00	0.00	39,009.80
											840.00*		**1200.00***			
0010	113	SR. DEPUTY SHERIFF STEP II	37,466.00	0.00	37,466.00	0.0350	1,311.00	0.00	38,777.00	38,777.00	~~814.80~~	0.00	~~0.00~~	0.00	0.00	39,591.80
0011	113	SR. DEPUTY SHERIFF STEP II	37,466.00	0.00	37,466.00	0.0350	1,311.00	0.00	38,777.00	38,777.00	300.00	0.00	0.00	0.00	0.00	39,077.00
0012	113	SR. DEPUTY SHERIFF STEP II	32,698.00	0.00	32,698.00	0.0417	1,362.00	4,717.00	38,777.00	38,777.00	240.00	0.00	1,200.00	0.00	0.00	40,217.00
0013	113	SECURITY SPEC	28,980.00	0.00	28,980.00	0.0400	1,159.00	0.00	30,139.00	30,139.00	360.00	0.00	0.00	0.00	0.00	30,499.00
0014	113	SECURITY SPEC	28,980.00	0.00	28,980.00	0.0400	1,159.00	0.00	30,139.00	30,139.00	360.00	0.00	0.00	0.00	0.00	30,499.00
0015	113	SECURITY SPEC	28,980.00	0.00	28,980.00	0.0400	1,159.00	0.00	30,139.00	30,139.00	660.00	0.00	0.00	0.00	0.00	30,799.00
		Total	$535,215.00	$1,362.00	$536,577.00		$19,218.00	$5,909.00	$561,704.00	$561,704.00	$6,262.10	$0.00	$1,800.00	$0.00	$0.00	$569,718.10

Approval to cost allocate allowances in object code 115 and 117 to the Courthouse Security (Fund 1241). Allowances were previously distributed (split) between Sheriff's budget (280-001) and Courthouse Security (115-044).
*** Changes to be reflected pending CC approval and submittal of Employee Change of Statuse forms for the employees in their corresponding slots.**
Note: for Calendar year 2009 funding for salaries, fringes and all allowances to be charged 100% from Courthouse Security through transfers out acct.

Hidalgo County
Department of Budget & Management

2008 Salary Schedule**
COMMISSIONERS COURT

SHERIFF
1100-421-00-280-001-0-

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTED BUDGET	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
0327	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0.0000	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0328	113	SR. DEPUTY SHERIFF STEP II	0.00	38,777.00	38,777.00	0.0000	0.00	0.00	38,777.00	38,777.00	240.00	0.00	600.00	0.00	0.00	39,617.00
0329	113	SR. DEPUTY SHERIFF STEP II	0.00	38,777.00	38,777.00	0.0000	0.00	0.00	38,777.00	38,777.00	180.00	0.00	600.00	0.00	0.00	39,557.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	0.00	33,306.00	33,306.00	0.0000	0.00	0.00	33,306.00	33,306.00	0.00	0.00	0.00	0.00	0.00	33,306.00
		DELETE DELETE DELETE														
~~A316~~	~~113~~	~~SR. DEPUTY SHERIFF STEP III~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.0350~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**41.76**~~	~~0.00~~	~~**1,200.00**~~	~~0.00~~	~~0.00~~	~~1,242.00~~
		DELETE DELETE DELETE														
~~A318~~	~~113~~	~~SR. DEPUTY SHERIFF STEP II~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.0350~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**25.20**~~	~~0.00~~	~~**1,200.00**~~	~~0.00~~	~~0.00~~	~~1,225.20~~
		DELETE DELETE DELETE														
~~A319~~	~~113~~	~~SERGEANT STEP III~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.0350~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**480.00**~~	~~0.00~~	~~**600.00**~~	~~0.00~~	~~0.00~~	~~1,080.00~~
A320	113	SR. DEPUTY SHERIFF STEP II	0.00	0.00	0.00	0.0350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETE DELETE DELETE														
~~A321~~	~~113~~	~~SR. DEPUTY SHERIFF STEP II~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.0350~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**7.20**~~	~~0.00~~	~~**1,200.00**~~	~~0.00~~	~~0.00~~	~~1,207.20~~
		DELETE DELETE DELETE														
~~A322~~	~~113~~	~~SR. DEPUTY SHERIFF STEP III~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.0350~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**6.17**~~	~~0.00~~	~~**600.00**~~	~~0.00~~	~~0.00~~	~~606.00~~
A323	113	SR. DEPUTY SHERIFF STEP III	0.00	0.00	0.00	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETE DELETE DELETE														
~~A326~~	~~113~~	~~SR. DEPUTY SHERIFF STEP I~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.0628~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**5.50**~~	~~0.00~~	~~**1,800.00**~~	~~0.00~~	~~0.00~~	~~1,805.50~~
G298	113	DEPUTY SHERIFF STEP II	4,035.00	(390.00)	3,645.00	0.0000	0.00	4,078.00	7,723.00	7,723.00	60.00	0.00	0.00	0.00	0.00	7,783.00
G299	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	10,193.00	300.00	0.00	1,500.00	0.00	0.00	11,993.00
G300	113	DEPUTY SHERIFF STEP I	1,091.00	47.00	1,138.00	0.0000	0.00	5,255.00	6,393.00	6,393.00	0.00	0.00	0.00	0.00	0.00	6,393.00
G301	113	DEPUTY SHERIFF STEP I	1,091.00	47.00	1,138.00	0.0000	0.00	5,255.00	6,393.00	6,393.00	0.00	0.00	0.00	0.00	0.00	6,393.00
G302	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	10,193.00	300.00	0.00	0.00	0.00	0.00	10,493.00
G303	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	10,193.00	240.00	0.00	0.00	0.00	0.00	10,433.00
G304	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G305	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	10,193.00	300.00	0.00	0.00	0.00	0.00	10,493.00
G306	113	DEPUTY SHERIFF STEP I	4,035.00	0.00	4,035.00	0.0350	141.00	2,217.00	6,393.00	6,393.00	0.00	0.00	0.00	0.00	0.00	6,393.00
G307	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	10,193.00	180.00	0.00	0.00	0.00	0.00	10,373.00
G308	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	10,193.00	180.00	0.00	0.00	0.00	0.00	10,373.00
G309	113	SR. DEPUTY SHERIFF STEP I	5,227.00	2,496.00	7,723.00	0.0000	0.00	2,470.00	10,193.00	10,193.00	120.00	0.00	0.00	0.00	0.00	10,313.00
G310	113	DEPUTY SHERIFF STEP II	4,035.00	0.00	4,035.00	0.0350	141.00	3,547.00	7,723.00	7,723.00	60.00	0.00	0.00	0.00	0.00	7,783.00
G311	113	DEPUTY SHERIFF STEP II	4,035.00	0.00	4,035.00	0.0350	141.00	3,547.00	7,723.00	7,723.00	60.00	0.00	0.00	0.00	0.00	7,783.00
G312	113	DEPUTY SHERIFF STEP I	5,227.00	(4,089.00)	1,138.00	0.0000	0.00	5,255.00	6,393.00	6,393.00	0.00	0.00	1,500.00	0.00	0.00	7,893.00
G313	113	CRI VIC LIASON	7,390.00	0.00	7,390.00	0.1889	1,396.00	0.00	8,786.00	8,786.00	480.00	0.00	0.00	0.00	0.00	9,266.00
		Total	$10,829.00	$416,380.00	$11,245,512.00		$294,689.24	$62,515.00	$11,602,721.00	$11,396,367.26	$118,837.90	$0.00	$335,100.00	$0.00	$49,500.00	$11,897,993.90

Approval to cost allocate allowances in object code 115 and 117 to the Courthouse Security (Fund 1241). Allowances were previously distributed (split) between Sheriff's budget (280-001) and Courthouse Security (115-044).

*** Changes to be reflected pending CC approval and submittal of Employee Change of Statuse forms for the employees in their corresponding slots.**

Note: for Calendar year 2009 funding for salaries, fringes and all allowances to be charged 100% from Courthouse Security through transfers out acct.

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 22, 2008

Agenda Item: 10093

Summary of request/proposal:
Requesting approval to cost allocate allowances in object code 115 and 117 to the Courthouse Security (Fund 1241). Allowances were previously distributed (split) between Sheriff's budget (280-001) and Courthouse Security (115-044). Also requesting approval to delete various allowance slots under Sheriff's budget (280-001). Effective date of change is 08/04/2008.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1241	Sr. Deputy Sheriff Step III	0005	115	1,398.24	41.76	1,440.00
1241	Sr. Deputy Sheriff Step II	0010	115	814.80	25.20	840.00
1241	Sergeant Step III	0002	115	0.00	480.00	480.00
1241	Sr. Deputy Sheriff Step I	0009	115	232.80	7.20	240.00
1241	Sr. Deputy Sheriff Step III	0004	115	413.83	6.17	420.00
1241	Sr. Deputy Sheriff Step I	0007	115	114.50	5.50	120.00
		Subtotal		2,974.17	565.83	3,540.00
1241	Sr. Deputy Sheriff Step III	0005	117	0.00	1,200.00	1,200.00
1241	Sr. Deputy Sheriff Step II	0010	117	0.00	1,200.00	1,200.00
1241	Sergeant Step III	0002	117	0.00	600.00	600.00
1241	Sr. Deputy Sheriff Step I	0009	117	0.00	1,200.00	1,200.00
1241	Sr. Deputy Sheriff Step III	0004	117	0.00	600.00	600.00
1241	Sr. Deputy Sheriff Step I	0007	117	0.00	1,800.00	1,800.00
		Subtotal		0.00	6,600.00	6,600.00
		Total		2,974.17	7,165.83	10,140.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1241-421-23-115-044-0-	115	Courthouse Security-	Longevity Pay	$233.24
8-1241-421-23-115-044-0-	117	Courthouse Security-	Supplemental Pay	$2,720.61
8-1241-421-23-115-044-0-	220	Courthouse Security-	FICA	$225.97
8-1241-421-23-115-044-0-	230	Courthouse Security-	Retirement	$259.35
8-1241-421-23-115-044-0-	250	Courthouse Security-	Unemployment Comp	$14.77
8-1241-421-23-115-044-0-	260	Courthouse Security-	Worker's Comp	$134.70
			2008 Budgetary Impact	$3,588.64

2009 Budgetary Impact: **$8,705.77**

Possible Funding Sources: **To be funded by Interfund transfer from Sheriff's Dept to Courthouse Security (Fund 1241), pending CC approval.**

Budget Office Recommendation:

DATE: **July 21, 2008**

AI-10093

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **Department of Budget and Management for Courthouse Security Fund**

ACCOUNT NUMBER: **8-1XXX-421-XX-XXX-0XX-0-XXX**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-421-00-280-001-0- 115	Sheriff- Longevity Pay	(233.24)
8-1100-421-00-280-001-0- 117	Sheriff- Supplemental Pay	(2,720.61)
8-1100-421-00-280-001-0- 220	Sheriff- FICA	(225.97)
8-1100-421-00-280-001-0- 230	Sheriff- Retirement	(259.35)
8-1100-421-00-280-001-0- 250	Sheriff- Unemployment Comp	(14.77)
8-1100-421-00-280-001-0- 260	Sheriff- Worker's Comp	(134.70)
8-1100-491-01-000-241-0- 891	Transfer Out	3,588.64
8-1241-391-01-000-100-0- 000	Transfer In	3,588.64
8-1241-421-23-115-044-0- 115	Courthouse Security- Longevity Pay	233.24
8-1241-421-23-115-044-0- 117	Courthouse Security- Supplemental Pay	2,720.61
8-1241-421-23-115-044-0- 220	Courthouse Security- FICA	225.97
8-1241-421-23-115-044-0- 230	Courthouse Security- Retirement	259.35
8-1241-421-23-115-044-0- 250	Courthouse Security- Unemployment Comp	14.77
8-1241-421-23-115-044-0- 260	Courthouse Security- Worker's Comp	134.70
	TOTAL BUDGET INCREASE (DECREASE)	3,588.64

REASON: **Interfund transfer from Sheriff's Department (1100) to Courthouse Security Fund (1241) in the amt. of $3,588.64 to fund 100% cost allocation of longevity pay and supplemental pay (allowances), effective next full pay period, 08/04/2008.**

SIGNATURE

COMMISIONERS' CRT. APPROVED

DATE / /

ATTEST COUNTY CLERK

AI-10096 **21.B.**

2008 Inter for Self-Funded Health Insurance (2201)

CC REGULAR

Date: 07/22/2008
Submitted By: Rey Salazar, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Health Benefits-HC-Claims not Covered to Health Benefits-UC-Claims not Covered and DBM-Health Ins Adm-Mgmt Consulting Service in the total amount of $809.00. (Fund 2201)

BACKGROUND

PO#602212 is currently under funded by $9.00. See attached vendor invoice.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-2201-415-00-115-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 003-0-820 to 007-0-820 & 009-0-311 in the amounts of $800.00 and $9.00 (respectively). Funding available for transfer as of 07/10/08.

Attachments

Link: 2008-Inter for Self-funded Health Insurance (2201)
Link: Vendor Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/09/2008 08:21 AM	APRV
2	Dale Kennan	Dale Kennan	07/10/2008 09:39 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Rey Salazar			Started On: 07/08/2008 03:58 PM	
Final Approval Date: 07/18/2008				

DATE: July 10, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Self-Funded Health Insurance (2201)

ACCOUNT NUMBER: 8-1100-415-00-115-00X-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-2201-415-00-115-003-0-820	HEALTH BENEFITS-HC-CLAIMS NOT COVERED	(809.00)
8-2201-415-00-115-007-0-820	HEALTH BENEFITS-UC-CLAIMS NOT COVERED	$800.00
8-2201-415-00-115-009-0-311	DBM-HEALTH INS ADM-MGMT CONSULTING SRV	$9.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from HEALTH BENEFITS-HC-CLAIMS NOT COVERED to HEALTH BENEFITS-UC-CLAIMS NOT COVERED and DBM-HEALTH INS ADM-MGMT CONSULTING SRV to fund negative balance and remainder of year; also to fund PO #602212 which requires a PO increase to pay pending invoice# 082-COH03:061 for Milliman for services rendered.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Milliman

10000 N. Central Expressway
Suite 1500
Dallas, TX 75231-4177
USA

Tel +1 214-863-5500
Fax +1 214-863-5501

milliman.com

June 13, 2008

Mr. Valde Guerra
Commissioners' Court Executive Officer
County of Hidalgo
100 East Cano Street, 2nd Floor
Edinburg, Texas 78539

INVOICE

Professional Services performed through May 2008 in connection with the County of Hidalgo:

• Completion of project to estimate unpaid claims liability for Hidalgo County's health plans, report submitted April 24, 2008	$7,750.00
• Expenses for May 19, 2009 meeting to discuss GASB 45 valuation and report	259.00

2008 JUL 8 AM 11 04
HIDALGO COUNTY
BUDGET OFFICE

TOTAL AMOUNT DUE **$8,009.00**

JET

Invoice No. 082-COH03:061

Z:\MRDB\BILLING\COH0306-2008-1.DOC

Milliman USA EIN: 91-0675641

An ERISA employee benefit plan is permitted to pay certain reasonable expenses to administer the plan if its terms authorize the payment of such expenses. The plan administrator is the fiduciary with the responsibility to decide which expenses may be paid by the plan and should rely on legal counsel for advice with respect to this issue. The allocation of fees above, if categorized as payable or not payable from the plan, are based on our understanding of Department of Labor guidelines and should not be construed as our acting in a fiduciary or legal capacity.

AI-10121 **21.C.**

Approval of revised salary schedules
CC REGULAR

Date: 07/22/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Various Departments
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Requesting approval of revised salary schedules for the following departments:

Department	Agenda Item #	CC Date
Auditor's Office	AI-10023	Approved 7/8/2008 see Regular Agenda 12.A.
Precinct 2 Paved/Unpaved Roads	AI-10036	Approved 7/8/2008 see Regular Agenda 15.B.
449th District Court	AI-10074	Approved 7/11/2008 see Regular Agenda 6.A.

BACKGROUND

No additional fiscal impact

Fiscal Impact

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

BUDGETARY IMPACT:

Presented for agenda records; no fiscal impact.

Attachments

Link: Auditor Revised Salary Schedule
Link: Pct 2 P/U Rds Revised Salary Schedule
Link: 449th Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/10/2008 02:37 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/10/2008 02:46 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Dale Kennan — Started On: 07/10/2008 11:08 AM

Final Approval Date: 07/18/2008

Hidalgo County
Department of Budget & Management

2008 Salary Schedule

Co. Auditor's Office
1100-415-21-170-001-0- **AI-10023**

Slot #	Obj. Code	Position Title	2007 Budget	2008 Adusted	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
1	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
2	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							
3	113	DIRECTOR OF AUDIT DIVISION	60,693.00	4,307.00	65,000.00	0.00	0.00	~~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							
4	113	DIRECTOR OF ACCOUNTING DIVISION	60,693.00	4,307.00	65,000.00	0.00	0.00	~~0.00~~	~~65,000.00~~	65,000.00	480.00	0.00	0.00	0.00	0.00	65,480.00
5	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
6	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
7	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
8	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					
9	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	0.00	52,000.00
10	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
11	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
12	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
13	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
14	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
15	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
16	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
17	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
18	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
19	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
20	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
21	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
22	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
23	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
24	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
25	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
26	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
27	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
28	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
29	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
30	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
31	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
32	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
33	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
34	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
35	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
36	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
37	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
38	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
39	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
40	113	ACCOUNTS PAYABLE SPECIALIS/RECEPTIONIST	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
41	113	ACCOUNTANT II	0.00	44,700.00	44,700.00	0.00	0.00	0.00	44,700.00	38,740.00	0.00	0.00	0.00	0.00	0.00	38,740.00
42	113	ACCOUNTANT II	0.00	44,700.00	44,700.00	0.00	0.00	0.00	44,700.00	41,000.00	0.00	0.00	0.00	0.00	0.00	41,000.00
43	113	ACCOUNTS PAYABLE SPECIALIST I	0.00	31,200.00	31,200.00	0.00	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 $1,862,993.00		Will Reflect $7,000.00				

ON July 19, 2008, the board of Judges approved to set the salary of the Director of Accounting Division and the Director of Audit Divisior 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
COMMISSIONER COURT
2008 SALARY SCHEDULE

1202-431-00-122-006-0
PCT.2 P/U RD

AI- 10036

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSA
											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	$65,000.00
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	$64,440.00
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	$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	$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	$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	$41,156.00
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	$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	$49,400.00
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	$38,235.00
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	$34,455.00
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	$24,960.00
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	$34,039.00
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	$31,904.00
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	$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	$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	$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	$28,795.00
		s/b ADMINISTRATIVE ASSISTANT II						**s/b $9,823.00**		**s/b $38,000.00**						
0018	**113**	~~**A/P 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**	**$29,077.00**
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	$27,798.00
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	$26,894.00
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	$0.00
0022	113	TRCK DRVER 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	$27,473.00
0023	113	TRCK DRVER 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	$0.00
0024	113	TRCK DRVER 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	$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	$24,340.00
0026	113	TRCK DRIVER I	$24,572.00	$0.00	$24,572.00	0.04	$1,000.00	$0.00	$25,572.00	$23,646.92	$960.00	$0.00	$0.00	$0.00	$0.00	$24,606.92
0027	113	TRCK DRIVER II	$24,136.00	$0.00	$24,136.00	0.04	$1,000.00	$0.00	$25,136.00	$25,136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,136.00
0028	113	TRCK DRIVER II	$24,016.00	$0.00	$24,016.00	0.04	$1,000.00	$0.00	$25,016.00	$25,016.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,916.00
0029	113	TRCK DRIVER II	$24,016.00	$0.00	$24,016.00	0.04	$1,000.00	$0.00	$25,016.00	$23,748.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,168.00
0030	113	TRF SA/SPC III	$23,991.00	$0.00	$23,991.00	0.04	$1,000.00	$0.00	$24,991.00	$23,646.92	$360.00	$0.00	$0.00	$0.00	$0.00	$24,007.00
0031	113	HEAVY EQUIPMENT OPERATOR II	$23,828.00	$0.00	$23,828.00	0.04	$1,000.00	$0.00	$24,828.00	$0.00	$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	0.04	$1,000.00	$0.00	$24,790.00	$24,790.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$25,930.00
0033	113	MAINTENANCE I	$23,265.00	$0.00	$23,265.00	0.04	$1,000.00	$0.00	$24,265.00	$24,265.00	$960.00	$0.00	$0.00	$0.00	$0.00	$25,225.00
0034	113	TRUCK DRIVER II	$23,059.00	$0.00	$23,059.00	0.04	$1,000.00	$0.00	$24,059.00	$19,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,900.00
0035	113	MAINTENANCE II	$22,204.00	$0.00	$22,204.00	0.05	$1,000.00	$0.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	MAINTENANCE II	$21,840.00	$0.00	$21,840.00	0.05	$1,000.00	$0.00	$22,840.00	$0.00	$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	0.05	$1,000.00	$0.00	$22,355.00	$20,905.60	$0.00	$0.00	$0.00	$0.00	$0.00	$20,905.60
0038	113	MAINTENANCE I	$20,753.00	$0.00	$20,753.00	0.05	$1,000.00	$0.00	$21,753.00	$21,753.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,233.00
0039	113	MAINTENANCE I	$20,753.00	$0.00	$20,753.00	0.05	$1,000.00	$0.00	$21,753.00	$20,345.00	$420.00	$0.00	$0.00	$0.00	$0.00	$20,765.00
0040	113	MAINTENANCE I	$20,338.00	$0.00	$20,338.00	0.05	$1,000.00	$0.00	$21,338.00	$20,637.46	$0.00	$0.00	$0.00	$0.00	$0.00	$20,637.00
0041	113	MAINTENANCE I	$19,984.00	$0.00	$19,984.00	0.05	$1,000.00	$0.00	$20,984.00	$20,215.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,215.00
0042	113	MAINTENANCE I	$19,984.00	$0.00	$19,984.00	0.05	$1,000.00	$0.00	$20,984.00	$20,345.00	$300.00	$0.00	$0.00	$0.00	$0.00	$20,645.00
0043	113	MAINTENANCE I	$19,703.00	$0.00	$19,703.00	0.05	$1,000.00	$0.00	$20,703.00	$17,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,680.00
0044	113	TRAF SA/SP I	$19,345.00	$0.00	$19,345.00	0.05	$1,000.00	$0.00	$20,345.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,689.00
0045	113	TRAF SA/SP I	$19,345.00	$0.00	$19,345.00	0.05	$1,000.00	$0.00	$20,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T046	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.06	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T047	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.06	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T048	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.06	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T051	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.06	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T052	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.06	$1,000.00	$0.00	$18,689.00	$0.00	$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	$0.00
0056	113	TIRE REPAIR/MAINTENANCE	$0.00	$21,840.00	$21,840.00	0.00	$0.00	$0.00	$21,840.00	$0.00	$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	$904,624.52

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 effective next full pay period (07/21/2008), pending CC approval.

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

Accoount Number	Department Name	Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUST	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
1100412000110010	449TH DC	0001	111	DISTRICT JUDGE	13,418.00	0.00	13,418.00	0.1179	1,582.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	8,000.00	0.00	23,000.00
								Will Reflect $4,380.00			**Will Refelect $70,000.00**							
1100412000110010	449TH DC	0002	113	COURT REPORTER	63,104.00	0.00	63,104.00	0.04	2,524.00	~~0.00~~	~~65,628.00~~	65,628.00	0.00	0.00	0.00	0.00	0.00	65,628.00
1100412000110010	449TH DC	0003	113	COURT COORDINATOR	43,600.00	0.00	43,600.00	0.04	1,744.00	17,156.00	62,500.00	62,500.00	0.00	0.00	0.00	0.00	0.00	62,500.00
1100412000110010	449TH DC	0004	113	BAILIFF/INTERP	37,973.00	0.00	37,973.00	0.04	1,519.00	0.00	39,492.00	39,492.00	900.00	6,000.00	0.00	0.00	0.00	46,392.00
1100412000110010	449TH DC	0005	113	ASST CRT COOR	34,888.00	0.00	34,888.00	0.04	1,396.00	5,716.00	42,000.00	42,000.00	1,200.00	0.00	0.00	0.00	0.00	43,200.00

On June 19, 2008 the order to set the salary for the Court Reporter for the 449th District Court was approved at $70,000.00.

Pay pending CC approval.

AI-10176 **21.D.**

District Clerk-CTC Distributing Records Management fund 1235 interfund transfer

CC REGULAR

Date: 07/22/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

District Clerk:
Approval of interfund transfer from Countywide Administration - Contingency (1100) to District Clerk Records Management & Preservation - Contractual Services (1235) in the amount of $138,521.54 to fund records storage & retrieval services.

BACKGROUND

To fund monthly services for CTC Distributing July-December 2008 @ 23,267.00/month.

Fiscal Impact

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1235-412-00-090-008-0-350 $138,521.54; funds available as of 7-15-08.

Attachments

Link: DC fund 1235 transfer
Link: CTC Contract & Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/15/2008 03:34 PM	APRV
2	Budget & Management	Veronica Lopez	07/15/2008 03:54 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/15/2008 04:14 PM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Ivan Cantu Started On: 07/15/2008 03:15 PM

Final Approval Date: 07/18/2008

DATE: July 15, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for District Clerk

2008
Transfer

ACCOUNT NUMBER: **8-1XXX-XXX-00-XXX-0XX-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	**Co. Wide Admin.-Contingency**	**(138,521.54)**
8-1100-491-01-000-235-0- 000	**Transfer Out**	**138,521.54**
TO		
8-1235-391-01-000-100-0- 000	**Transfer In**	**138,521.54**
8-1235-412-00-090-008-0- 350	**DC Rec Mgmt/Preserv-Contractual Services**	**138,521.54**
	TOTAL BUDGET INCREASE (DECREASE)	**138,521.54**

REASON: **To fund records storage & retrieval services for CTC Distributing for the months of July-December 2008 for the District Clerk's office.**

DEPARTMENT HEAD SIGNATURE

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

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2008-45-02-06-otm

CTC Distribute

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identifie the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviati in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the dat award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFI**

MONTHLY $ 23,267.00 ANNUAL$ 279,204.00

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **PURCHASING DEPARTM**

MONTHLY $ 863.00 ANNUAL$ 10,356.00

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $ 302.00 ANNUAL$ 3624.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $ 2.00 SIZE: 10 x 12 x 15

BID PRICE $ 2.00 SIZE: 10 x 12 x 15

CTC Distributing Ltd.
615 Blaze Blvd.
Edinburg, TX 78539

Voice: 956/686-4351
Fax: 956/787-9804

Invoice

Invoice Number: 70819

Invoice Date: Jun 1, 2008

Page: 1

Sold To:
Hidalgo County
Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

Ship to:

Customer ID	Customer PO	Payment Terms	
Hidalgo	601695	Net 10 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
			6/11/08

Quantity	Item	Description	Unit Price	Extension
		Storage of District Clerk Files June 3, 2008 to July 2, 2008 C-08-045-02-26		23,267.00

July to Dec. 2008 - Pending 23,267.00
X 6 months
139,602.00

July 3 to Aug 2 - 2008

8-1238-412-00-090-003-0-350 #1,080.46
8-1235-412-00-090-006-0-350 22,186.54
#23,267.00

Subtotal	23,267.00
Sales Tax	
Total Invoice Amount	23,267.00
Payment Received	
TOTAL	23,267.00

Check No:

AI-10184 **21.E.**

Interdepartmental Transfer from Contingency to Human Services
CC REGULAR

Date: 07/22/2008
Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT
Submitted For: Dairen Sarmiento
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Health and Human Services (1100) in the amount of $ 86,500.00.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-444-00-240-002-0-345 $ 75,000.00
8-1100-415-00-115-002-0-899 --> 8-1100-444-00-240-001-0-531 $ 11,500.00.

Funds available as of 07-16-08

Attachments

Link: Transfer to Human Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 09:37 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/16/2008 10:18 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Veronica Ortiz — Started On: 07/16/2008 09:21 AM

Final Approval Date: 07/18/2008

DATE: **July 22, 2008**

DEPARTMENT HEAD: Dairen Sarmiento

DEPARTMENT NAME: Health and Human Services

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

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0-899	**Co. Wide Adm - Contingency**	**(86,500.00)**
TO		
8-1100-444-00-240-002-0-345	**Pauper Burial-Pauper Burial Services**	**75,000.00**
8-1100-444-00-240-001-0-531	**Human Services -Telephone**	**11,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

To fund various operating object codes as stated above.

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-10241 **21.F.**

2008 BA for Workers' Compensation Fund (2202)
CC REGULAR

Date: 07/22/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Workers' Compensation Fund (2202)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Workers' Compensation:
Approval of 2008 appropriation of funds for the Drainage District #1 Workers' Compensation (2202) in the amount of $4,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-2202-419-50-115-061-0-333
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

To appropriate funding for DD 1 W/C-LEGAL & EXPERT WITNESS SERVICES to cover the negative balance and to fund future expenses in 2008. Funding available in fund balance as of 7/17/08.

Attachments

Link: 2008 BA for 2202

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 01:14 PM	APRV
2	Rey Salazar	Rey Salazar	07/18/2008 08:47 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Dale Kennan			Started On: 07/17/2008 11:43 AM	
Final Approval Date: 07/18/2008				

DATE: July 17, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Self-funded Workers' Comp. Fund (2202)

ACCOUNT NUMBER: 8-2202-419-50-115-061-0-333

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-2202-419-50-115-061-0-333	DD 1 W/C-LEGAL & EXPERT WITNESS SERVICES	4,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 4,000.00

REASON: To appropriate funding for DD 1 W/C-LEGAL & EXPERT WITNESS SERVICES to cover the negative balance and to fund future expenses in 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-10231 **21.G.**

Request for new positions- one (1) Internal Auditor and three (3) Temp Asst. Deputy Clerks

CC REGULAR

Date: 07/22/2008
Submitted By: Stephanie Palacios, DISTRICT CLERK
Submitted For: Laura Hinojosa
Department: DISTRICT CLERK
Agenda Area: Budget and Management

Information

CAPTION

District Clerk:
1. Approval to create one (1) new permanent full-time Internal Auditor position, slot no. 090-001-0067 budgeted at $48,147.00 per year.
2. Approval to create three (3) new temporary full-time Assistant Deputy Clerk positions, slot no.'s 090-001-T068, T069, & T070 budgeted at $22,290.00 per year each, not to exceed six (6) months and or 12/31/2008.
3. Approval of revised salary schedule.

BACKGROUND

*The current temporary full-time positions have expired.

Fiscal Impact

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

BUDGETARY IMPACT:

Possible funding source(s) is General Fund/Countywide Admin.-Contingency (Acct No. 8-1100-415-00-115-002-0-899), pending CC approval.

Attachments

Link: PAR- DC Internal Auditor
Link: Job Descript.- DC Internal Auditor
Link: PAR- DC Asst Deputy Clerk
Link: Job Descrpt.- DC Asst Deputy Clerk
Link: Fiscal Note-DC
Link: Revised Salary Schedule- DC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 09:55 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/18/2008 11:17 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/18/2008 12:59 PM	APRV
4	Human Resources		07/18/2008 05:29 PM	NEW

Form Started By: Stephanie Palacios

Started On: 07/16/2008 06:09 PM

Final Approval Date: 07/18/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
District Clerk - 090

DATE: Enter Date
7/16/08

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current
090-001-0067
re

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~0~~ (N.C.) Current Budgeted Salary $ 48,147.00 re Proposed Budgeted Salary $ 48,147.00 (N.C.) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:

Exempt ☑ Non-Exempt ☐

FLSA:

Exempt ☐ Non-Exempt ☑

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

The district clerk's office is in need of an internal auditor who can be responsible for overseeing the audit of financial records, accounting controls and operations in accordance with the law.

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

See attached job description

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

See attached job description

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7/16/08 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
DISTRICT CLERK'S OFFICE

Job Title: Internal Auditor **FLSA Status: Non-Exempt**

Dept. Code: 090-001 **Civil Service Status: Exempt**

SECTION I – JOB DESCRIPTION

SUMMARY: The overall purpose and general responsibilities of the job.

Directly responsible for overseeing the audit of financial records, accounting controls and operations in accordance with the law or other applicable sections of the Local Government Code that may be deemed necessary for the speedy and proper collecting, checking and accounting of revenues and other funds and fees. This includes the balancing and reconciliation of all district clerk funds as required; maintaining accurate records of all cash bonds, trust accounts and accurate schedule of statutory fees; preparing financial statements and reports for the department, local, state and federal agencies. Exercises judgment regarding accounting procedures and performs other general auditing related functions as required.

ESSENTIAL FUNCTIONS: The fundamental duties and tasks which define the job.

- Assists accountant in overseeing the deputy and assistant clerks who perform daily bookkeeping, cashier and costing functions for the district clerk's office.
- Answers inquiries and resolves matters pertaining to department activities; handles difficult or unusual questions relating to departmental accounting procedures.
- Verifies all fee, trust and child support reports for accuracy.
- Relates to the accounting system and communicates departmental policies and procedures to coworkers, subordinates and others, insuring that they are carried out in an efficient manner.
- Maintains current knowledge of statutes and Commissioner's Court policies affecting the department. Oversees the manual and computerized filing system for financial records for the department.
- Assists in the reconciliation of bank statements with account records for multiple accounts, prepares regular and special reports relating to departmental accounting functions.
- Assists accountant in preparing and typing correspondence, receipts and financial statistical reports and budget transfers. Assists with trust investments, makes deposits and disbursements, posts interest, secures signatures and issues checks on special accounts; secures important documents, checks and pertinent information as required.
- Ability to work well with others.
- Regular attendance is a must.
- Performs such other duties as may be assigned.

SECTION II – JOB REQUIREMENTS

EDUCATION AND EXPERIENCE: Minimum requirements for formal education and job related experience.

Graduation from an accredited college or university with a Bachelor's Degree in Accounting or Business Administration or closely related field and five years experience in an office setting; or an equivalent combination of education and experience.

KNOWLEDGE, SKILLS AND ABILITIES: Utilized in the performance of the Essential Functions of the job.

- Ability to calculate figures and amounts such as discounts, interest, proportions and percentages.
- Ability to settle billing disputes, answer court costs questions.
- Ability to collect non-sufficient fund checks.
- 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 speak effectively before groups of employees of department. Must be able to interpret reports, bank statements, and prepare monthly reports to various governmental agencies.
- Ability to analyze and interpret state statutes and the law when assessing accounting policies and procedures.
- Employee may be assigned other duties in addition to those listed; duties may change according t the changing needs of the office.

PHYSICAL DEMANDS: The physical requirements associated with performance of the Essential Functions.

Physical requirements include lifting/carrying 5-10 lbs. frequently and 10-40 lbs. occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate computer keyboard and basic office equipment. Subject to sitting, standing, walking, reaching, handling and twisting to perform the essential functions.

SPECIAL REQUIREMENTS: Special licenses and other requirements necessary to obtain or retain the position.

Must be bondable; must secure and maintain a favorable background investigation by the District Clerk. Must have a valid driver's license. May be required to work more than 40 hours during the workweek.

SECTION III – JOB DIMENSIONS

RESPONSIBILITY: Supervision given, accountability, safety, and confidentiality.

Shared supervisory responsibility for discipline, counseling, work assignments and training for the department. Job has major impact on departmental operations. Job responsibilities include contact handling of confidential information/documents such as office accounts information.

DIFFICULTY: Judgment, initiative and decision-making

Independent judgment is required to conduct accounting controls and operations, accurately document outcome results and present facts. Moderate judgment is required to develop and communicate information designed to staff, administration and others as required. Uses broad

discretion to achieve work goals. Initiative is constantly required to achieve work goals. Decisions are made regarding policy development and interpretation, project planning, group work scheduling, and individual work priorities.

GUIDANCE: Supervision received and level of independence.

Employee receives general direction when performing the essential functions. Employee selects appropriate procedures required to complete work assignments.

WORKING CONDITIONS: Working environment and other conditions of employment.

Working conditions are primarily in an office environment.

WORK LOCATION: Hidalgo County Courthouse – District Clerk's Office
WORK HOURS: 40 hours per week (as scheduled)

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
District Clerk - 090

DATE: Enter Date
7/18/08

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current
T068, T069, T070 Re

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Assistant Deputy clerk (3)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~[illegible]~~ (Current Budgeted Salary) $ 22,290.00 x3 (Proposed Budgeted Salary) $ 66,870.00 Re (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 ☐ $10.716347 Re

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.)
	12/31/08	M-F	40	6 mo.

CIVIL SERVICE:

Exempt ☐ Non-Exempt ☐

FLSA:

Exempt ☐ Non-Exempt ☐

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

the district clerk's office is currently undertaking a scanning project which will require the assistance of additional deputy clerks; more manpower is needed to address workload

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

see 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.	DEPARTMENT HEAD	DATE 7/18/08	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
DISTRICT CLERK'S OFFICE

Job Title: Assistant Deputy Clerk **FLSA Status: Non-Exempt**

Dept. Code: 090-001 **Civil Service Status: Exempt**

SECTION I – JOB DESCRIPTION

SUMMARY: The overall purpose and general responsibilities of the job.

Under direct supervision, is responsible for assembly, preparation and optical image scanning of original legal documents; logs scanning information; batches documents; and performs related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILTIES:

1. Examines documents to be scanned for legibility and sufficient recording and indexing information;
2. Enters type of record, instrument number and recording date;
3. Adjusts scanning equipment to correct optical settings for exposure, density and resolution;
4. Scans document and monitors screen image to ensure proper recording;
5. Maintains a daily log of documents scanned;
6. Assembles instruments in batches for forwarding to the appropriate section;
7. May deliver certified mail to United States Post Office;
8. Performs related duties as required.

SECTION II – JOB REQUIREMENTS

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

EDUCATION AND EXPERIENCE:

- Graduation from High School or General Education Development (GED) certificate.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of general office procedures;
- Ability to operate image terminal and basic office equipment;
- Ability to perform repetitive work with a minimal amount of supervision;
- Ability to identify missing or incorrect information;
- Ability to establish and maintain effective working relationships with co-workers, other County employees and the general public.

SPECIAL REQUIREMENTS:

Acts in the name of the District Clerk and shall perform all official acts as may be lawfully done and performed by such Clerk in person, pursuant to Section 82.005(c) of the Texas Local Government Code.

PHYSICAL DEMANDS:

Physical requirements include lifting/carrying 5-10 lbs. frequently; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate computer keyboard, optical scanner and basic office equipment. Subject to handling, reaching, walking and long periods of sitting to perform the essential functions.

DEPARTMENT JOB REQUIREMENTS: Variations in Job Requirements by department.

SECTION III – JOB DIMENSIONS

RESPONSIBILITY: Supervision given, accountability, safety, and confidentiality.

Job has impact on work unit operations and the public image. Primary responsibility for the proper operation of basic and specialized office equipment.

DIFFICULTY: Judgment, initiative and decision-making.

Decisions are made regarding individual work priorities.

GUIDANCE: Supervision received and level of independence.

Employee receives direct supervision when performing the essential functions. Well defined procedures are used when completing work assignments.

WORKING CONDITIONS: Working environment and other conditions of employment.

Working conditions are in an office environment.

WORK LOCATION: Hidalgo County Courthouse – District Clerk's Office

WORK HOURS: Monday – Friday, 40 hours per week

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 22, 2008

Agenda Item: 10231

Summary of request/proposal:
The District Clerk's office is requesting approval to create one new permanent full-time Internal Auditor position, slot no. 090-001-0067, budgeted at $48,147.00, effective upon Commissioners Court approval (7-22-08). In addition, approval to create three (3) new temporary full-time Assistant Deputy Clerk positions, slot no.'s 090-001-T068, T069, T070 budgeted at $22,290.00 per year not to exceed six months effective upon CC approval (7-22-08).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Internal Auditor	0067	113	0.00	48,147.00	48,147.00
1100	Assistant Deputy Clerk	T068	121	0.00	22,290.00	22,290.00
1100	Assistant Deputy Clerk	T069	121	0.00	22,290.00	22,290.00
1100	Assistant Deputy Clerk	T070	121	0.00	22,290.00	22,290.00
				0.00	115,017.00	115,017.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-412-00-090-001-0-	113	DISTRICT CLERK	PERM. FULL TIME EMP.	$21,500.76
8-1100-412-00-090-001-0-	121	DISTRICT CLERK	TEMP. FULL TIME EMP.	$29,861.79
8-1100-412-00-090-001-0-	211	DISTRICT CLERK	HEALTH INSURANCE	$1,859.50
8-1100-412-00-090-001-0-	212	DISTRICT CLERK	LIFE INSURANCE	$14.74
8-1100-412-00-090-001-0-	220	DISTRICT CLERK	FICA	$3,929.24
8-1100-412-00-090-001-0-	230	DISTRICT CLERK	RETIREMENT	$1,887.77
8-1100-412-00-090-001-0-	250	DISTRICT CLERK	UNEMPLOYMENT COMP	$256.81
8-1100-412-00-090-001-0-	260	DISTRICT CLERK	WORKER'S COMP	$215.72
			2008 Budgetary Impact	$59,526.33

2009 Budgetary Impact: **$60,697.52**

Possible Funding Sources: General Fund/Co. Wide Contingency

Budget Office Recommendation:

1100-412-00-090-001-0-
District Clerk

HIDALGO COUNTY
Department of Budget Management
2008 Salary Schedule

Slot #	Obj #	Position Title	2007 Budgeted Base Salary	2008 Adjusted Amount	2008 Adjusted Base Salary	COLA %	COLA Amount	Other Increase	2008 Approved Budgeted Salary	Actual Salary	Allowances: Longevity 115	Interpreter 116	Supplemental 117	Auto 118	Clothing 119	Actual Compensation
0001	111	DISTRICT CLERK	$74,012.00	$0.00	$74,012.00	0.04	$2,960.00	$0.00	$76,972.00	$76,972.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$84,972.00
0002	113	CHIEF DEPUTY	$59,663.00	$0.00	$59,663.00	0.04	$2,386.52	$0.00	$62,050.00	$62,050.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62,050.00
0003	113	APPEALS CLERK/ADMIN ASSISTANT	$50,000.00	$0.00	$50,000.00	0.04	$2,000.00	$0.00	$52,000.00	$52,000.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$53,440.00
0004	113	ASST CHIEF DEPUTY/AUDITOR	$50,000.00	$0.00	$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
0005	113	ADMIN ASSISTANT	$46,000.00	$0.00	$46,000.00	0.04	$1,840.00	$0.00	$47,840.00	$47,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$48,140.00
0006	113	DEPUTY CLERK/ACCOUNTANT	$42,000.00	$0.00	$42,000.00	0.04	$1,680.00	$0.00	$43,680.00	$43,680.00	$660.00	$0.00	$0.00	$0.00	$0.00	$44,340.00
0007	113	DEPUTY CLERK/ ACCOUNTANT	$34,033.00	$0.00	$34,033.00	0.04	$1,361.00	$8,335.00	$43,729.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0008	113	DEPUTY CLERK	$32,335.00	$0.00	$32,335.00	0.04	$1,293.00	($5,835.00)	$27,793.00	$27,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,560.00
0009	113	DEPUTY CLERK	$30,482.00	$0.00	$30,482.00	0.04	$1,219.00	$0.00	$31,701.00	$31,701.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,701.00
0010	113	DEPUTY CLERK	$30,482.00	$0.00	$30,482.00	0.04	$1,219.00	$0.00	$31,701.00	$31,701.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$32,841.00
0011	113	DEPUTY CLERK	$30,206.00	$0.00	$30,206.00	0.04	$1,208.24	$0.00	$31,414.00	$31,414.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,714.00
0012	113	DEPUTY CLERK	$30,206.00	$0.00	$30,206.00	0.04	$1,208.24	$0.00	$31,414.00	$31,414.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,894.00
0013	113	DEPUTY CLERK	$29,931.00	$0.00	$29,931.00	0.04	$1,197.24	$0.00	$31,128.00	$31,128.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,128.00
0014	113	DEPUTY CLERK	$29,653.00	$0.00	$29,653.00	0.04	$1,186.12	$0.00	$30,839.00	$30,839.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,199.00
0015	113	DEPUTY CLERK	$23,984.00	$0.00	$23,984.00	0.0416945	$1,000.00	$0.00	$24,984.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0016	113	DEPUTY CLERK	$28,746.00	$0.00	$28,746.00	0.04	$1,149.84	$0.00	$29,896.00	$29,896.00	$600.00	$0.00	$0.00	$0.00	$0.00	$30,496.00
0017	113	DEPUTY CLERK	$28,746.00	$0.00	$28,746.00	0.04	$1,149.84	$0.00	$29,896.00	$29,896.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$31,336.00
0018	113	DEPUTY CLERK	$28,746.00	$0.00	$28,746.00	0.04	$1,149.84	$0.00	$29,896.00	$29,896.00	$900.00	$0.00	$0.00	$0.00	$0.00	$30,796.00
0019	113	DEPUTY CLERK	$28,746.00	$0.00	$28,746.00	0.04	$1,150.00	$0.00	$29,896.00	$25,096.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,516.00
0020	113	DEPUTY CLERK	$25,500.00	$0.00	$25,500.00	0.04	$1,020.00	$0.00	$26,520.00	$26,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,520.00
0021	113	DEPUTY CLERK	$28,004.00	$0.00	$28,004.00	0.04	$1,120.16	$0.00	$29,124.00	$29,124.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,604.00
0022	113	DEPUTY CLERK	$28,003.00	$0.00	$28,003.00	0.04	$1,120.12	$0.00	$29,123.00	$29,123.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,663.00
0023	113	DEPUTY CLERK	$27,378.00	$0.00	$27,378.00	0.04	$1,095.12	$0.00	$28,473.00	$28,473.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,773.00
0024	113	DEPUTY CLERK	$27,378.00	$0.00	$27,378.00	0.04	$1,095.00	$0.00	$28,473.00	$28,473.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,473.00
0025	113	DEPUTY CLERK	$27,366.00	$0.00	$27,366.00	0.04	$1,094.64	$0.00	$28,461.00	$28,461.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,301.00
0026	113	CHIEF OF ADMINISTRATION & PUBLIC	$50,000.00	$0.00	$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
0027	113	DEPUTY CLERK	$26,928.00	$0.00	$26,928.00	0.04	$1,077.12	$0.00	$28,005.00	$28,005.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,005.00
0028	113	DEPUTY CLERK	$26,764.00	$0.00	$26,764.00	0.04	$1,071.00	$0.00	$27,835.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0029	113	ASST DEPUTY CLERK	$26,662.00	$0.00	$26,662.00	0.04	$1,066.48	$0.00	$27,728.00	$27,728.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,148.00
0030	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0031	113	ASST DEPUTY CLERK	$26,353.00	$0.00	$26,353.00	0.04	$1,054.00	$0.00	$27,407.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0032	113	ASST DEPUTY CLERK	$25,301.00	$0.00	$25,301.00	0.04	$1,012.04	$0.00	$26,313.00	$26,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,313.00

1100-412-00-090-001-0-
District Clerk

HIDALGO COUNTY
Department of Budget Management
2008 Salary Schedule

Slot #	Obj #	Position Title	2007 Budgeted Base Salary	2008 Adjusted Amount	2008 Adjusted Base Salary	COLA %	COLA Amount	Other Increase	2008 Approved Budgeted Salary	Actual Salary	Allowances: Longevity 115	Interpreter 116	Supplemental 117	Auto 118	Clothing 119	Actual Compensation
0033	113	ASST DEPUTY CLERK	$25,301.00	$0.00	$25,301.00	0.04	$1,012.04	$0.00	$26,313.00	$26,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,313.00
0034	113	ASST DEPUTY CLERK	$25,301.00	$0.00	$25,301.00	0.04	$1,012.04	$0.00	$26,313.00	$26,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,313.00
0035	113	DEPUTY CLERK	$25,301.00	$0.00	$25,301.00	0.04	$1,012.00	$0.00	$26,313.00	$26,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,313.00
0036	113	ASST DEPUTY CLERK	$25,301.00	$0.00	$25,301.00	0.04	$1,012.04	$0.00	$26,313.00	$26,313.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,973.00
0037	113	ASST DEPUTY CLERK	$25,301.00	$0.00	$25,301.00	0.04	$1,012.04	$0.00	$26,313.00	$26,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,313.00
0038	113	ASST DEPUTY CLERK	$25,178.00	$0.00	$25,178.00	0.04	$1,007.12	$0.00	$26,185.00	$26,185.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,185.00
0039	113	DEPUTY CLERK	$26,570.00	$0.00	$26,570.00	0.04	$1,063.00	$0.00	$27,633.00	$27,633.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,633.00
0040	113	ASSISTANT DEPUTY CLERK	$25,000.00	$0.00	$25,000.00	0.04	$1,000.00	$0.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0041	113	ASST DEPUTY CLERK	$24,128.00	$0.00	$24,128.00	0.0414456	$1,000.00	$0.00	$25,128.00	$25,128.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,548.00
0042	113	ASST DEPUTY CLERK	$24,096.00	$0.00	$24,096.00	0.0415007	$1,000.00	$0.00	$25,096.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	ASST DEPUTY CLERK	$24,096.00	$0.00	$24,096.00	0.0415007	$1,000.00	$0.00	$25,096.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0044	113	ASST DEPUTY CLERK	$24,022.00	$0.00	$24,022.00	0.0416285	$1,000.00	$0.00	$25,022.00	$25,022.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,022.00
0045	113	DEPUTY CLERK	$25,000.00	$0.00	$25,000.00	0.04	$1,000.00	$0.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0046	113	COLLECTIONS SPECIALIST	$26,000.00	$0.00	$26,000.00	0.04	$1,040.00	($2,500.00)	$24,540.00	$24,440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,440.00
0047	113	ASST. DEPUTY CLERK	$26,438.00	$0.00	$26,438.00	0.04	$1,057.52	$0.00	$27,496.00	$27,496.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,496.00
0048	113	ASST DEPUTY CLERK	$23,131.00	$0.00	$23,131.00	0.043232	$1,000.00	$0.00	$24,131.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
T052	121	ASST DEPUTY CLERK	$22,290.00	$0.00	$22,290.00	0	$0.00	$0.00	$22,290.00	$22,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,290.00
0053	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0054	113	ASST DEPUTY CLERK	$23,029.00	$0.00	$23,029.00	0.0434235	$1,000.00	$0.00	$24,029.00	$24,029.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,029.00
0055	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0056	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0057	113	COLLECTIONS SPECIALIST	$26,000.00	$0.00	$26,000.00	0.04	$1,040.00	$0.00	$27,040.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0058	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0059	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0060	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0061	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0062	113	ASST DEPUTY CLERK	$22,500.00	$0.00	$22,500.00	0.0444444	$1,000.00	$0.00	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,500.00
0063	113	DEPUTY CLERK	$25,000.00	$0.00	$25,000.00	0.04	$1,000.00	$0.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0064	113	ASST DEPUTY CLERK	$0.00	$23,500.00	$23,500.00	0	$0.00	$0.00	$23,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
0065	113	ASST DEPUTY CLERK	$0.00	$23,500.00	$23,500.00	0	$0.00	$0.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	ASST DEPUTY CLERK	$0.00	$23,500.00	$23,500.00	0	$0.00	$0.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	INTERNAL AUDITOR	$0.00	$48,147.00	$48,147.00	0	$0.00	$0.00	$48,147.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T068	113	ASST DEPUTY CLERK	$0.00	$22,290.00	$22,290.00	0	$0.00	$0.00	$22,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T069	113	ASST DEPUTY CLERK	$0.00	$22,290.00	$22,290.00	0	$0.00	$0.00	$22,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T070	113	ASST DEPUTY CLERK	$0.00	$22,290.00	$22,290.00	0	$0.00	$0.00	$22,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$1,752,591.00	$185,517.00	$1,938,108.00	0	$70,451.36	$0.00	$1,765,537.00	$1,777,091.00	$11,700.00	$0.00	$0.00	$8,000.00	$0.00	$1,796,791.00

1. Approval to create one (1) new full-time Internal Auditor position, slot no. 090-001-0067 budgeted at $48,147.00 per year, pending CC approval.
2. Approval to create three (3) new temporary full-time Assistant Deputy Clerk positions, slot no.'s 090-001-T068, T069, & T070 budgeted at $22,290.00 each per year not to exceed six (6) months pending CC approval

AI-10110 **21.H.**

Chubb payment/water leak at Courthouse
CC REGULAR

Date: 07/22/2008
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:
1. Discussion and Action to accept initial payment offer of $536,055.97 from Chubb Group of Insurance Companies for damages associated with a water leak at the Courthouse on March 15, 2008.
2. Discussion and Action to accept the offer of $147,617.49 as the Reserve Amount payable upon completion of cleanup recovery and build back associated with Courthouse water leak on March 15, 2008.
3. Discussion and Action giving the Executive Officer, Valde Guerra, authority to sign insurance documents for Chubb Group of Insurance Companies for the Courthouse loss of March 15, 2008
4.Requesting approval to accept settlement check from Government Employees Insurance Company for the amount of $1,459.07 for an auto accident with County vehicle. (Sheriff Dept.)

BACKGROUND

Auto Accident with County Vehicle:
Date of Loss: 04/27/08 (Sheriff Dept.)
Acct #: 8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Link: forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/09/2008 03:50 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	07/17/2008 03:06 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/09/2008 02:49 PM

Final Approval Date: 07/18/2008

SWORN STATEMENT IN PROOF OF LOSS

.96,288,390.00
Amount of Policy at Time of Loss

TO

35834670DAL
Policy Number

eslaco, TX
Agency At

Chubb Group of Insurance Companies
INSURANCE COMPANY

Claim # 040508026974
Agency At

ontalvo
Agent

Agent

idalgo County

By the above indicated policy of insurance you insured

ainst loss by Water upon the property described according to the terms and conditions of id policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A Water loss occurred about 8:00 o'clock AM M., on the 15th day of March 2008 The cause and origin of said loss were: Chiller water line developed crack resulting from rust and age. Water leaked into bldg.

Property involved in Claim: Courthouse at 100 N. Closner, Edinburg, TX 78540

Occupancy: The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever: business purposes only

Title and Interest: At the time of the loss the interest of your insured in the property described therein was ownership

No other person or entity had any interest therein or incumbrance thereon, except: None

Changes: Since the above policy was issued there has been no change in title, use or possession of said property except: no exceptions

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to was at time of loss $ 196,288,390.00

Full Replacement Cost of said property at time of loss $

Full Cost of Repair or Replacement $ 708,673.46

Applicable Depreciation $ (147,617.49)

☒ Actual Cash Value Loss ☐ Replacement Cost Loss $ 561,055.97

Less deductibles and/or participation by the Insured $ (25,000.00)

☐ Actual Cash Value Loss ☐ Replacement Cost Loss $ 536,055.97

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed $ 147,617.49

This loss did not originate by any act, design or procurement of the insured, or this subscriber; nothing has been done by or with the privity or consent of the sured or this subscriber to violate the conditions of the policy; no articles are mentioned herein or in annexed schedules but such as were in the building damaged destroyed, belonging to and in possession of the insured at the time of loss; no property saved as been concealed and no attempt to deceive the company has en made. Any other information that may be required will be furnished and considered a part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of an adjuster, or any agent of the insurer in the making this proof, is not a waiver of any rights of said insurer or of any of the conditions of this policy.

ate of

Insured

unty of

By
(TITLE)

ubscribed and sworn to before me this day of 20

Notary Public

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY FILES A STATEMENT OF

STATEMENT AS TO FULL COST OF REPAIR OR REPLACEMENT UNDER THE REPLACEMENT COST COVERAGE SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY

To the Chubb Group of Insurance Companies Ins. Co.

Of Phoenix, Arizona Policy No. 35834670DAL

Agency at Weslaco, TX Agent Montalvo

Insured Hidalgo County

Location 100 N. Closner, Edinburg, TX 78540

Type of property involved in claim Commercial Building

Date of loss March 15th, 2008

1. **Full Amount of Insurance applicable** to the property for which claim is presented was	$ 196,288,390.00
2. **Full Replacement Cost** of the said property at the time of the loss was	$
3. **The Full Cost of Repair or Replacement** is	$ 708,673.46
4. Applicable Depreciation is	$ 147,617.49
5 Actual Cash Value loss is (Line 3 minus Line 4)	$ 561,055.97
6 Less deductibles and/or participation by the insured	$ 25,000.00
7. **Actual Cash Value Claim** is (Line 5 minus Line 6)	$ 536,055.97
8. **Supplemental Claim,** to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss as shown above will not exceed (This figure will be that portion of the amounts shown on Lines 4 and 6 which is recoverable)	$ 147,617.49

Insured

State of

County of

Subscribed and sworn to before me this *day of* 20

CJW-277-7-90

Notary Public

Building	RCV	DEP	ACV
A/C duct repair estimate	$ 12,647.28	$ 4,426.55	$ 8,220.73
A/C duct Asbestos abatement	$ 24,181.24	0	$ 24,181.24
ADA Compliance estimate	$ 51,706.95	0	$ 51,706.95
Water Extraction	$ 89,040.62 (final)	0	$ 89,040.62
Asbestos Remediation	$ 45,968.91 (final)	0	$ 45,968.91
Reconstruction of Building Damage	$248,237.86 (final)	$ 86,883.25	$161,354.61
Contents	$ 61,588.48 (final)	$ 13,593.57	$ 47,994.91
Sub Total	$533,371.34	$104,903.37	$428,467.97
Supplement	$175,302.12	$ 42,714.12	$132,588.00
Revised Total	$708,673.46	$147,617.49	$561,055.97
Less Deductible	$- 25,000.00		$-25,000.00
Final Revised Net	$683,673.46	$147,617.49	$536,055.97

AI-10242 **21.I.**

Interdept transfer from Countywide Admin. to Pct. 1 Funding Temp. F/T position

CC REGULAR

Date: 07/29/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 1 Sanitation:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Precinct No. 1 Sanitation (1100) in the amount of $14,705.62.

BACKGROUND

To fund the creation of one temp. full-time Truck Driver III position not to exceed six months budgeted at $24,960.00 and related fringes, slot #121-001-T022, approved by CC on 5-13-08 (refer to AI 9193/16.A.). Position was filled on 7-8-08.

Fiscal Impact

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-432-00-121-001-0-XXX $14,705.62, funds available as of 7-17-08.

Attachments

Link: Pct. 1 Sanitation Temp F/T position transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/17/2008 01:21 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 01:35 PM	APRV
3	Rey Salazar	Rey Salazar	07/18/2008 08:49 AM	APRV
4	Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Ivan Cantu — Started On: 07/17/2008 11:54 AM

Final Approval Date: 07/18/2008

DATE: July 17, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Precint No. 1 Sanitation

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

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

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(14,705.62)
TO			
8-1100-432-00-121-001-0- 121	Sanitation Pct. 1-	Temp. F/T Employees	12,384.73
8-1100-432-00-121-001-0- 211	Sanitation Pct. 1-	Health Insurance	-
8-1100-432-00-121-001-0- 212	Sanitation Pct. 1-	Life Insurance	-
8-1100-432-00-121-001-0- 220	Sanitation Pct. 1-	FICA	947.43
8-1100-432-00-121-001-0- 230	Sanitation Pct. 1-	Retirement	-
8-1100-432-00-121-001-0- 250	Sanitation Pct. 1-	Uemployment Comp.	61.92
8-1100-432-00-121-001-0- 260	Sanitation Pct. 1-	Worker's Comp	1,311.54
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund the creation of one temp. full-time truck driver III position not to exceed six months, slot #121-001-T022, budgeted @ $24,960.00/year approved by CC on 5-13-08 (refer to AI 9193/16.A.). Position was filled on 7-8-08.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-10102 **21.J.**

Inter-Departmental Transfers
CC REGULAR

Date: 07/22/2008
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A. A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Emergency Services Division - Fire Marshal:
Approval of 2008 interdepartmental transfer from Linn-San Manuel Fire Department to Hidalgo Fire Department in the amount of $1,000.00 (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-20-300-XXX-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From Program 011 to Program 008; Available balance as of 07/09/08 $ 22,835.00.

Attachments

Link: Inter-Dept Trans.72208

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/09/2008 11:47 AM	APRV
2	Erika Reyna	Erika Reyna	07/09/2008 03:49 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Yolanda Orozco			Started On: 07/09/2008 10:54 AM	
Final Approval Date: 07/18/2008				

DATE: July 22, 2008

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

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 8-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

SUBJECT: **Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
8-1100-422-20-300-011-0-841	Linn-San Manuel Fire Department	($1,000.00)
TO:		
8-1100-422-20-300-008-0-841	Hidalgo Fire Department	$1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$1,000.00

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10262 **21.K.**

For CERT OF OBLIG,2002 (1332) Courthouse Basement
CC REGULAR

Date: 07/22/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: CERT OF OBLIG,2002 (1332)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

1. Approval of interdepartmental transfer within Certificate of Obligation Series 2002 (1332) from 220-333 (B&G-ADM BLDG) to 120-004 (CRTHSE BASEMENT) in the amount of $31,687.00.
2. Approval of appropriation of funds for C.O.,2002-CRTHSE BASEMENT-BLDG ADD&RENOV (1332) in the amount of $65,438.29.

BACKGROUND

Fiscal Impact

Attachments

Link: Interdepartmental 1332
Link: 2008 BA for 1332

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	07/18/2008 04:49 PM	APRV
2	Rey Salazar		07/18/2008 05:29 PM	NEW
Form Started By: Dale Kennan			Started On: 07/18/2008 04:25 PM	
Final Approval Date: 07/18/2008				

DATE: July 18, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for C.O. Series 2002 (1332)

ACCOUNT NUMBER: 8-1332-4XX-X0-X20-0XX-0-452

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1332-419-40-220-033-0-452	C.O.,2002-B&G-ADM BLDG-BLDG ADD & RENOV	(31,687.00)
8-1332-421-00-120-004-0-452	C.O.,2002-CRTHSE BASEMENT-BLDG ADD&RENOV	$31,687.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from C.O.,2002-B&G-ADM BLDG-BLDG ADD & RENOV to C.O.,2002-CRTHSE BASEMENT-BLDG ADD&RENOV to fund repairs & renovations to the courthouse basement.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: July 18, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the C.O.,2002-CRTHSE BASEMENT

ACCOUNT NUMBER: 8-1332-421-00-120-004-0-452

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1332-421-00-120-004-0-452	C.O.,2002-CRTHSE BASEMENT-BLDG ADD&RENOV	65,438.29
	TOTAL BUDGET INCREASE (DECREASE)	$ 65,438.29

REASON: To appropriate funding for C.O.,2002-CRTHSE BASEMENT-BLDG ADD&RENOV to fund repairs & renovations to the courthouse basement.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-10144 **22.A.**

Security Services - Drainage Dist. (Co/District)
CC REGULAR

Date: 07/22/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on Interlocal Agreement between County of Hidalgo and Drainage District #1 as it relates to Security Services.

BACKGROUND

Legal to prepare Interlocal Agreement. Constable Pct. #3 to provide security services at Drainage District and Pct. #3 -Anzalduas Park area for protection of equipment and materials to be used for the border wall/levee project.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/14/2008 11:21 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/18/2008 09:01 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/14/2008 10:02 AM	
Final Approval Date: 07/18/2008				

AI-10170 **22.B.**

Appointment of Courthouse Committee
CC REGULAR

Date: 07/22/2008
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.

No action taken on 07/08/08 (See AI-9990)

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/15/2008 02:02 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/15/2008 02:31 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/15/2008 02:01 PM	
Final Approval Date: 07/18/2008				

AI-10194 **22.C.**

457 Plan hardship request
CC REGULAR

Date: 07/22/2008
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 #140988.

BACKGROUND

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/16/2008 02:08 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/16/2008 02:41 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/16/2008 02:00 PM	
Final Approval Date: 07/18/2008				

Employee #140988

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name Sergio Reyes

Address [redacted] TX.

Social Security [redacted]

SECTION I – H[redacted]

I understand that [redacted] the withdrawal is necessary to satisfy an immediate and [redacted]ial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical 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? NO 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 [signature] Date 7-15-08

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-10255 **22.D.**

Travel & meal food policy
CC REGULAR

Date: 07/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Discussion, consideration and possible action regarding proposed revisions to the Travel Policy Guidelines and procedures.
2. Discussion, consideration and possible action regarding proposed Meal/Food policy.

BACKGROUND

Fiscal Impact

Attachments

Link: travel policy
Link: food/meal policy
Link: Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/18/2008 01:25 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/18/2008 01:31 PM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Angela Garcia			Started On: 07/18/2008 01:11 PM	
Final Approval Date: 07/18/2008				

DRAFT FOR DISCUSSION PURPOSES ONLY

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

REFERENCE

County Auditor's Form T-1 "Application for Out-of-State Official Travel"
County Auditor's Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"
County Auditor's Form T-3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T-4 "Final Travel Expense Claim."
County Auditor's Form T-5 "Out of County – Travel Advance Request"

AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

BACKGROUND

Local Government Code § 152.011 authorizes the Commissioners' Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners' Court approved the original policies, guidelines and procedures on June 1, 1996. On _____ 2008, the Hidalgo County Commissioners' Court revised the travel policies, guidelines, and procedures that were previously amended on April 4, 2006. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book"). The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three tests, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees while on official business. The purpose of the trip must be for the County's benefit and/or be related to the department's primary business activities as follows:

    a. To obtain statutorily required continuing professional education;
    b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
    c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations;
    d. To participate in professional organizations related to the employee or official's job assignment;
    e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
    f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
    g. To participate in forums, coalitions, and discussions relating to the policy, legislative and regulatory interests of the County;
    h. To pursue the County's interests in litigation or criminal justice;
    i. To promote the economic development interests of the County; or
    j. To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

2. Sufficient funds must be available in the adopted budget before expenditure is made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will be at the expense of the traveler.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

DRAFT FOR DISCUSSION PURPOSES ONLY

5. AUTHORIZATION FOR OUT-OF-STATE TRAVEL

   a. Out-of-state travel shall be kept to a minimum.

   b. The Department of Budget and Management (DBM) must approve all out-of-state travel before any reservations and/or travel are made (except for mandatory travel such as transportation of detainees and investigations). **Form T-1 "Application for Out-Of-State Official Travel"** must be submitted to the DBM in order to justify the need to travel out-of-state.

   c. The County is not obligated to pay for travel if prior approval from the Department of Budget and Management is not obtained.

6. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - The County Auditor's Office may pay registration fees, hotel, and airline reservations directly to vendors. The request for payment must be received with sufficient time for the check to be processed by the County Auditor's Office - Accounts Payable Section (at least two weeks prior to the date the check will be needed).

   b. Department's Travel Card - If request for payment is not received within the time specified above, the Purchasing Department should be contacted in order to request that payment be made through the Department's travel card (see Travel Card procedures).

   c. Traveler's Personal Credit Cards and/or Cash - Travel expenses incurred by employees and officials while conducting County business may be paid through personal credit cards and/or cash. The employee or official will be reimbursed by the County for reasonable and allowable expenses in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

   d. Travel Advance - The employee or official may also receive a travel advance subject to certain restrictions (see Section 16).

7. COORDINATION OF TRAVEL

   a. "Coordination of travel" in this Section means County employees traveling together in a personally owned vehicle, County vehicle, or leased motor vehicle.

b. Coordination of travel is required when two, three, or four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business. If more than four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, reimbursement will only be made to the driver of the personally owned vehicle (mileage) or leased motor vehicle (fuel charges). Mileage incurred by a County employee to meet at a location or to pick up other County employees may be reimbursed. This mileage must be reasonable and documented in detail (see Section 9).

d. Coordination of travel, however, is not required if the County Official determines before travel that coordination of travel is not feasible. That determination may be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, the reimbursement will only be made to one of the travelers.

8. AIR TRAVEL

a. The most economical airfare should be obtained (only coach fare will be allowed). If travel more expensive than coach fare is obtained, the fare must be paid with the traveler's funds and the difference between the coach fare and the fare obtained will not be reimbursed to the traveler. Refundable fares should be considered if possibility of a trip cancellation exists. Commercial airlines are normally the most economical mode of transportation for out-of-state travel. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Airline tickets purchased with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures) and be related to travel expenses for County employees.

c. Package fares (Friends Fly Free, etc.) are encouraged when two or more County Officials or employees are traveling to and from the same location and overall cost can be reduced.

d. The County will only pay one half of the cost of the package fare in cases where officials or employees fly with family or friends (Friends Fly Free, etc.). Airfare for package fares must be paid using the traveler's own personal credit card or funds. The official or employee will be reimbursed one half of the price of the coach fare upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"** and evidence of the price of the coach fare**.**

e. The boarding pass and an original passenger receipt issued by the commercial airline company or an original itinerary issued by the travel agency must be submitted as supporting documentation for a reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight.

9. PERSONAL VEHICLE

a. If the official or employee elects to travel by personal vehicle, the County will reimburse official business travel at the County adopted rate per highway mile. County Officials or employees currently receiving an approved car allowance will not be reimbursed, unless travel is outside of Hidalgo County. If the traveler is uncertain of the adopted rate, this information may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for a traveler who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Traveler must supply documentation to support what the airfare would have been at that time.

c. When more than one traveler is going to the same destination, coordination of travel is required (see Section 7). The names of all persons traveling together on the same trip and in the same vehicle must be listed on **Form T-5 "Out-of-County – Travel Advance Request"** and **Form T-4 "Final Travel Expense Claim**".

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information) purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis with the completion and submittal of **Form T-3 "In-County Travel Automobile Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra lives in Mission. She has a meeting in Edinburg. She drives directly to Edinburg, attends the meeting, and returns home. She should check her odometer reading when she leaves her house and when she returns to her house. Her total round trip is 26 miles. Her normal commute is 10 miles round trip to the office each day. The 10 miles should be deducted from the total mileage and Debra would only be reimbursed for 16 miles.

Example 2: Mary lives on the southwest side of town, and has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a 10 o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled 40 miles today, and she will be reimbursed for 30 miles.

Example 3: Daniel lives on the east side of town and his daily round trip commute to the office and back home is 15 miles. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management,

returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles of which only 30 miles are reimbursable.

Example 4: Frank lives on the south side of town. He has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled today. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

h. The County does not provide insurance coverage for private vehicles; therefore, each County Official is responsible to ensure employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the traveler must appear on the automobile insurance card. Reimbursement will not be made if the name of the traveler does not appear on the insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County.

i. County Officials should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will not be made if a current driver's license and current insurance card is not received by the County Auditor's Office – Accounts Payable Section and the driver did not have an unexpired driver's license or current insurance coverage at the time travel was made.

10. COUNTY VEHICLE

a. The use of County vehicles is encouraged over private vehicles. Traveler is required to have a current driver's license. When more than one traveler is going to the same destination, "coordination of travel" (see Section 7) is required. Individuals not on County business cannot be transported in a County vehicle. Additionally, County vehicles cannot be used when combining conference and personal leave.

b. Reimbursement will be made for actual expenses incurred and for which an appropriate original receipt is provided.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

d. Accidents, if any, must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

11. CAR RENTALS

a. Car rentals will be reimbursed when it is the most economical means of transportation. Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). For further information contact the Purchasing Department at (956) 318-2626. Car rental reservations made with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures).

b. Car rental reservations should be made in advance to ensure availability of appropriate size and type of vehicle. When more than one traveler is going to the same destination, "coordination of travel" is required (see Section 7). In addition, a statement as to whether the department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental cars are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" and large "sport utility vehicles" such as a Chevy Suburban, Ford Expedition, or similar models are not allowed. However, rental of these types of models will be allowed if the car rental company honors the rate for the applicable size and type of vehicle allowed by policy.

c. Rental of cars is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. If a County Official or employee wishes to rent a vehicle other than the vehicle size and type allowed by the policy, the individual will be responsible for paying the entire invoice amount and may seek reimbursement for the amount allowed by Policy. The traveler will only be reimbursed the state contract price rate for the allowable vehicle size and type. In addition, the department's travel card cannot be utilized to

book car rentals for a vehicle size and type not allowed by this policy. If the traveler accepts insurance coverage for a car rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee that may drive the rental car must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

g. It is encouraged that car rentals be re-fueled prior to returning the vehicle to the car rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T-4 "Final Travel Expense Claim**".

h. The original car rental receipt/bill and car rental agreement must be submitted as supporting documentation for payment or reimbursement. The original car rental receipt/bill must indicate the starting and ending dates of rental, rental rates, specify the name of the car rental company, specify the name of the renter and additional drivers, if any, and itemize all other expenses incurred. The car rental company agreement must include the name and signature of the individual that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Accidents, if any, must be reported to the local police before leaving the scene and the rental car company. The County's Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

12. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Taxis, buses, or other ground transportation to and from airports are allowable expenses only when necessary. The use of a hotel shuttle service is the preferred method of travel at out-of-town locations, if available.

b. Limousine service is not allowed.

c. Original receipts must be submitted in order to obtain reimbursement.

13. LODGING

a. The use of a travel agency to reserve hotel accommodations is discouraged. The traveler is required, to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

b. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

c. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $100 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

d. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

e. Hotel reservations made with the department's travel card must be made through the Purchasing Department. The travel card cannot be utilized to book hotel reservations with rates higher than allowed by this policy. Hotel reservations at a rate above the allowable rate must be paid using the traveler's own personal credit card or funds (see Travel Card Procedures). If a spouse and/or dependent(s) accompany the official or employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

f. Arrival one night before the day the meeting or conference begins is acceptable whenever same day travel is not practical. However, arrival the same day the meeting or conference begins is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference begins at or after 10:00 AM. Arrival the day that the meeting or conference begins is encouraged whenever the meeting or conference begins at or

after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

g. Return on the day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, return the same day that the meeting or conference ends is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference ends at or before 3:00 PM. Return the same day that the conference or meeting ends is encouraged whenever the meeting or conference ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

h. Extra hotel nights for personal reasons will be at the officials or employees own expense and will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the department's travel card.

i. A traveler may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

j. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

14. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-county – In State Travel

A. Meals, including tips, will be reimbursed based on a per diem basis at $36 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($ 8-breakfast, $12-lunch and $16-dinner). Trips beginning before 8:00 a.m. will receive $36; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $28; trips begins after 1:00 p.m. will receive $16. Trips completed before 8:00 a.m. receive $8; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $20; and trips completed after 6:00 p.m. will receive $36. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when

utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis at $39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($9-breakfast, $12-lunch and $18-dinner). Trips beginning before 8:00 a.m. will receive $39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $30; trips beginning after 1:00 p.m. will receive $18. Trips completed before 8:00 a.m. receive $9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $21; and trips completed after 6:00 p.m. will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $50 per day. The $50 maximum amount will be prorated for partial days. Trips beginning before 8:00 a.m. may receive up to the maximum amount of $50; trips beginning after 8:00 a.m. but before 1:00 p.m. may receive up to a maximum amount of $40; trips beginning after 1:00 p.m. may receive up to a maximum of $25. Trips completed before 8:00 a.m. may receive up to a maximum of $10; trips completed after 8:00 a.m. but before 6:00 p.m. may receive up to a maximum of $25; and trips completed after 6:00 p.m. may receive up to a maximum of $50. The employee is required to keep original itemized receipts to document the cost of these meals. Failure to submit the required receipts for any one day will result in the cost of the meal reimbursement to be based on the per diem basis listed in section 14(a)(ii)(A).

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) are covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed unless the meal cost is part of a conference/ registration fee.

d. Advances for meals will only be provided when traveling out-of-county for two days or longer.

e. The meals for a spouse and/or dependent(s) will not be paid with County funds.

15. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of – state travel
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Extra day or days on the trip for personal reasons
f. Luxury & large sports utility vehicle rental cars (see exception in Section 11)
g. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
h. Fines, court costs, and related expenses
i. Meals for non-overnight travel
j. Interest, over the limit, or late charges incurred in a personal credit card
k. Expenses deemed unreasonable, excessive, unsupported or unexplained

16. TRAVEL ADVANCES:

a. Employees are encouraged to pay for travel expenses using their own personal funds and seek reimbursement from the County. Nonetheless, travel advances will be allowed if an employee's seminar/conference/

meeting is scheduled to last for 2 or more days by completing **Form T-5 "Out of County – Travel Advance Request"**.

b. Travel advances are to be given to the requesting employee and may not be given to or used by another employee. Likewise, the travel advance is issued for a specific trip and may not be used for a trip different than the one that was listed on the original request.

c. Travel advances are the sole responsibility of the traveler and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim**".

d. Travel advance requests must be received by the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If request is not received within the time specified, a travel advance check may not be processed and the traveler will have to use a personal credit card and/or cash.

e. Registration fees, hotel, and airline reservations will not be advanced to the traveler. County Officials and employees are expected to arrange for prepayment of these expenses wherever possible, by using the department's travel card, purchase order, or by requesting that the County issue payment to the vendor. Those expenses that cannot be prepaid by one of these methods should be paid from the employee's personal credit card and/or cash during the period of travel. The County Auditor will grant exceptions on the advancement of registration fees, hotel, and airline reservations to the traveler on a case-by-case basis.

f. If the official or employee elects to travel by personal vehicle within the State of Texas, the employee may be advanced mileage calculated on a point-to-point basis using the Texas Mileage Guide at the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking) may be advanced based on $20.00 per day. The County Auditor may grant exceptions on the amounts to be advanced on a case-by-case basis.

h. If attendance at the seminar/meeting/conference is cancelled, travel advances should be immediately returned to the County Treasurer's Office no later than 20 calendar days after the seminar/conference/

meeting date with a completed **Form T-4 "Final Travel Expense Claim**".

i. Individuals receiving a travel advance are required to account for the advance within 20 calendar days after the seminar/conference/meeting date by completing **Form T-4 "Final Travel Expense Claim**". Original itemized receipts (except meal receipts) must be submitted in order to obtain reimbursement for allowable expenses paid by the traveler. Subsequent travel advances requested by the department on behalf of a traveler with an outstanding travel advance will not be made.

j. If **Form T-4 "Final Travel Expense Claim"** is not settled within 60 days of trip return, the County Treasurer will deduct the advance from the traveler's next paycheck. Once the advance is taken from the traveler's paycheck, the traveler will not be able to seek reimbursement from the County. A request for reimbursement after these 60 days will not be allowed. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

17. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

i. The travel expense is incurred for a reason related to official County business;
ii. The employee is unable to conduct the business because of a natural disaster or other natural occurrence; and the expense would be payable or reimbursable had the official County business been conducted; or
iii. The employee returns, before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the County Department's determination that an illness or a personal

emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks. Any cancellation costs that did not result from the above-approved reasons will be disallowed and at the expense of the traveler.

d. Failure to cancel reservations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

18. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred and paid through personal credit cards and/or cash while conducting official County business will be reimbursed only if reasonable, necessary, and allowable in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

c. The County will not reimburse a County employee for a travel expense unless the employee has incurred the expense. A County employee who receives free transportation or lodging in exchange for mileage, points, or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. A County employee may not accept a reimbursement or advance for a travel expense from more than one source. A County employee who anticipates receiving or actually receives a travel expense reimbursement or advance from another person/entity/association other than the County may seek a reimbursement or advance for the expense from the County only to the extent the amount of the person's reimbursement or advance is less than the amount of the total expense. If reimbursement is received from the County and another source, the reimbursement should be returned to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

19. SANCTIONS

a. A County employee who violates this policy and misuses County property or funds will be subject to disciplinary action including termination and/or criminal charges.

DRAFT FOR DISCUSSION PURPOSES ONLY

PROCEDURES

A. County Department

1. Ensure traveler has read and understands the County's travel policies, guidelines, and procedures as they relate to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

3. If traveling out-of-state, obtain approval from the DBM by submitting **Form T-1 "Application for Out-Of-State Official Travel"** before any reservations or travel is made.

4. Submit requisition to the Purchasing Department for seminar registration, hotel accommodations, airfare, car rental, and meals and incidental expenses, if any (requisition for meals and incidentals should be made under the name of the traveler). Ensure travel expenses are in accordance with the travel policy and requisition includes the following:

   a. Seminar Registration: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); notation as to manner of travel (County vehicle, County provided rental, or use of personal vehicle).

   b. Hotel Accommodations: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); type of room rental, daily hotel rate, and number of hotel nights.

   c. Airfare: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); date(s) of travel.

   d. Car Rental: purpose of rental (i.e. attend seminar/conference/ meeting/elections); seminar/conference/meeting/elections name, date(s), location, including city and state; name of driver and additional driver, if any; name(s) of traveler(s); type and size of rental vehicle, daily rental rate, number of rental days, location where rental will be acquired and returned (address, city, and state). If department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of traveler; seminar/ conference/meeting name, dates(s), location, including city and state; meals and incidental expenses should be listed separately.

5. If utilizing the department's travel card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental.

6. If requesting direct payment for seminar registration, and hotel accommodations submit **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section.

7. If requesting a travel advance, submit **Form T-5 "Out-Of-County Travel Advance Request"** and submits requisition to the Purchasing Department for travel advance in the name of the traveler.

8. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T-4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T-4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received. Supporting documentation includes the following:

- Original itemized hotel receipt indicating a zero balance owed
- Airline boarding pass and original airline ticket receipt or travel agency itinerary
- Original car rental receipt and car rental agreement
- Seminar/conference/meeting agenda
- Original receipt and/or confirmation for seminar, conference, etc.
- Seminar certificate of completion, if available
- Original taxi receipt
- Original parking receipt
- Printouts of MapQuest (if requesting incidental mileage reimbursement)
- If coordination of travel is required, submit written justification for need to travel separately

Original receipts must be affixed to a sheet of paper in date order and attached to **Form T-4 "Final Travel Expense Claim"**.

9. Submit, if necessary, the approved **Form T-1 "Application for Out-Of-State Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

10. Submit, if necessary, **Form T-3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

11. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

    If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

    In addition, if a trip was cancelled, **Form T-4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A8 above, supporting documentation should include the following:

    - Description of the official County business
    - Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

    Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

B. Purchasing Department

1. Review requisition submitted by department for seminar registration, hotel accommodations, airfare, and car rental, if any. Ensure requisition includes the information listed in Section A4 above and that request is in compliance with travel policy.

2. If request is in compliance with travel policy, issue purchase order for seminar, hotel accommodations, airfare, and car rental, if any.

3. Book seminar, hotel accommodations, airfare, and car rental for departments requesting payment by the department's travel card ensuring reservations comply with the travel policy and guidelines.

4. Upon notice by the department of a trip cancellation, cancel reservations made using the department's travel card.

5. If airfare was reserved using the department's travel card, maintain an inventory schedule of refundable airfare credits received as a result of a trip cancellation. The inventory schedule should include the department name, employee name, cancellation date, and re-schedule/use date.

C. Department of Budget and Management

1. Review **Form T-1 "Application for Out-Of-State Official Travel"** and approve request for out-of-state travel if need for travel is properly justified (i.e. training is not available in-state).

D. County Auditor

1. Audit and process **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** ensuring compliance with the travel policy & guidelines.

2. Audit and process **Form T-5 "Out-Of-County Travel Advance Request"** ensuring compliance with the travel policy & guidelines.

3. Audit and process **Form T-4 "Final Travel Expense Claim"** ensuring compliance with the travel policy & guidelines.

4. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim**".

5. Send notices to departments when travel payments have been paid directly to the vendor or traveler and a **Form T-4 "Final Travel Expense Claim"** has not been submitted.

6. Notify the County Treasurer of any travelers for which the County has made travel payments on their behalf and have not submitted **Form T-4 "Final Travel Expense Claim"** within the specified time.

7. Audit and process **Form T-3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the travel policy & guidelines.

E. COUNTY TREASURER

1. Mail out travel checks unless the department has requested otherwise.

2. Notify the departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

3. Verify identification and obtain signature of individual picking up the check before releasing the check.

4. Verify that remaining travel funds being returned to the County by traveler are accompanied by a copy of properly filled out and documented **Form T-4 "Final Travel Expense Claim"**.

5. Forward receipt issued for remaining travel funds and **Form T-4 "Final Travel Expense Claim"** to the County Auditor's Office – Financial Accounting Section.

6. Make arrangements to deduct from the traveler's paycheck any advance travel payments made to the vendor or the traveler if **Form T-4 "Final Travel Expense Claim"** is not submitted within the specified time in accordance with applicable laws.

7. Contact and verify with the County Auditor's Office – Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSES

REFERENCE

County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*"

AUTHORITY

Local Government Code § 112.002, *"Accounting System in County With Auditor and Population of 190,000 or More"*

Government Code § 611.001, "*Lodging and Meal Expenses*"

draft

Generally, meals provided to employees are considered taxable wages that must be reported on Form W-2, subject to Federal income tax withholding, social security, and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC). *IRC § 61, § 3121, § 3401*

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically—either as advances or reimbursements—for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. *IRC § 62(c); Reg. § 1.62-2(c); Reg. § 1.274-5T*

PURPOSE

The Hidalgo County Commissioners Court on _____ approved the policy set forth below. The policy expands on the current authorization for expenditures of food for:

- Jurors (Code of Criminal Procedure Art. 104.001),
- Prisoners (Code of Criminal Procedure Art. 104.002),
- Adult Probation (Government Code § 509.011),
- Juvenile Probation (Human Resources Code § 141.082, § 141.084, § 152.0012, and § 152.1141), and
- AgriLife Extension (Agriculture Code § 43.033).

The policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of non-travel meals, refreshments, and related expenses.

SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees. Applicability of this policy is limited to non-travel meals and refreshments. This policy does not apply to payment or reimbursement of meals while the employee or individual is on travel status. Refer to the Travel Policy for situations in which the employee or individual is on travel status.

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DEFINITIONS

"County Sponsored Events" means meetings, seminars, conferences, training sessions, and similar functions to conduct official County business.

"Meals" means food and non-alcoholic beverages provided at breakfast, lunch, or dinner.

"Necessary Expense" means an expense that is appropriate for the conduct of County business.

"Ordinary Expense" means an expense that is common and accepted in County business.

"Refreshments" means non-alcoholic beverages and food items (i.e., fruit, pastries, chips, cookies, cake, candy, etc.) commonly served between meals, but not intended to substitute for meals.

"Related Expenses" means expenses for essential serving products such as paper plates, cups, and plastic utensils related to allowable non-travel meals and refreshments.

POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of non-travel meals, refreshments, and related costs incurred for the following purposes:

A. Permitted Expenditures

1. County sponsored events for the purpose of conducting substantial and bona fide official County business where attendees include at least one County employee and one or more non-County employees.

    a. Expenditures may be incurred only for those attendees whose presence is necessary for the purpose of the event.

    b. The duration of the events must be two or more consecutive hours.

    c. If the County sponsored event occurs during a recognized meal period (i.e., breakfast 7:00 am to 8:00 am; lunch 12 noon to 1 pm; dinner 6:00 pm to

7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

d. Examples include, but are not limited to:
   i. Commissioners Court meetings
   ii. Commission/board/committee meetings.
   iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.
   iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 *Food*) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

   a. Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.
   b. Original itemized invoice or receipt.
   c. Completed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" that documents the date, time, place, amount, and business purpose of the event.
   d. Written agenda.

Draft

e. Sign-in sheet. The sign-in sheet must include the attendees' first and last names, title, and affiliation with the County. If it is not possible to provide a sign-in sheet, the reason for not providing the sign-in sheet must be documented and an estimated number of attendees must be provided.

4. The County Auditor will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

C. Prohibited Expenditures

Expenditures of county funds for the following are specifically prohibited:

- Alcoholic beverages,
- Supplies for coffee breaks, office refreshments, etc.
- Regularly scheduled staff meetings
- Social events such as celebrating holidays or birthdays
- Employee recognition, volunteer recognition, or thank-you events
- The cost of meals or refreshments covered by a registration fee
- Charitable or political functions

Draft

PROCEDURES

A. County Department

1. Ensure that expenditures for non-travel meals, refreshments, and related costs comply with County policy and fund source restrictions.
2. Process a requisition in accordance with county purchasing policies and procedures. A requisition(s) should be issued for each event. The requisition should include the required information (Refer to Documentation Requirements for purchase orders under Guidelines for Permitted Expenditures).
3. Submit completed and signed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" to the County Auditor's Office - Accounts Payable Section, if required.
4. Ensure that the "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" is accompanied by the following documentation:
    a. Purchase order.
    b. An original itemized invoice or receipt.
    c. A written agenda.
    d. A sign-in sheet. The sign-in sheet must include the attendees' first and last names, affiliation with the County, and position. If it is not possible to provide a list of attendees, for instance in case of employee health fairs, the reason for not providing the list of attendees must be documented and an estimated number of attendees must be provided.

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.
    a. If requisition complies with County policy, issue purchase order.

b. If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office - Accounts Payable Section

1. Review original itemized invoice or receipt and supporting documentation to determine compliance with County policy.
   a. If documentation complies with County policy, process payment in accordance with internal procedures.
   b. If documentation does not comply with County policy, return the documentation to the requesting department with an explanation for the denial to process payment.

Draft

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department:

Department Contact Name:

Contact Phone Number:

EVENT INFORMATION

Date: Start Time: End Time:

Duration: 0:00 Location:

Purpose of Event:

Meeting Training Other:

(Please explain.)

Attendees: *(Please attach sign-in sheet)*

County Employees + Non-County Employees = Total 0

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*

Breakfast + Lunch + Dinner = Total 0

Refreshments: *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*

Related Expenses: *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ -	$ -
Refreshments Expense:	$ -	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ -	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: Account Number:

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Name of Approving County Official/Department Head
(Please Print)

Signature of Approving County Official/Department Head

Date

AI-10095 **22.E.**

appt. of deputy constable

CC REGULAR

Date: 07/22/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Constable Pct. #2:
Approval of appointment of Robert L. Vecchio as a Deputy Constable for Pct. #2, pursuant to Local Govt. Code Section 86.011

BACKGROUND

Fiscal Impact

Attachments

Link: LGC 86.011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 04:04 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/10/2008 08:28 AM	APRV
3	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 07/08/2008 03:55 PM	
Final Approval Date: 07/18/2008				

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-10132 **23.D.**

Claim of Kid's Korner
CC REGULAR

Date: 07/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Kid's Korner

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/14/2008 09:05 AM	APRV
2	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Norma Silva			Started On: 07/11/2008 04:15 PM	
Final Approval Date: 07/18/2008				

AI-10134 **23.E.**

Cause No.: C-1529-08-I

CC REGULAR

Date: 07/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No.: C-1529-08-I; Malcom G. Dyer vs Hidalgo County, Texas and Texas Department of Transportation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/14/2008 09:05 AM	APRV
2	Auditor's Office		07/18/2008 05:29 PM	NEW
Form Started By: Norma Silva			Started On: 07/11/2008 04:17 PM	
Final Approval Date: 07/18/2008				