

AI-10554

6.A.

**Status Report on the 2009 Annual Budget Process
CC REGULAR**

Date: 08/12/2008

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Raul Silguero

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

2009 Annual Budget Process:

1. Status report on the 2009 Annual Budget Process

BACKGROUND

Attachment is being prepared.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Veronica Lopez	08/08/2008 10:59 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/08/2008 11:26 AM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 01:38 PM	APRV
4	Purchasing Department	Marty Salazar	08/08/2008 03:56 PM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Dina Trevino

Started On: 08/08/2008 10:10 AM

Final Approval Date: 08/08/2008

AI-10557

6.B.

Appointment of Presiding and Alternate Election Judges for the August 1, 2008 to July 31, 2009 term

CC REGULAR

Date: 08/12/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections Department:

Appointment of Presiding and Alternate Election Judges for the August 1, 2008 to July 31, 2009 term

BACKGROUND

Fiscal Impact

Attachments

Link: [democratic](#)

Link: [Republican](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 01:01 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/08/2008 01:43 PM	APRV
3	Auditor's Office		08/08/2008 05:09 PM	PEND
Form Started By: Monica Badillo			Started On: 08/08/2008 12:06 PM	
Final Approval Date: 08/08/2008				

DEMOCRATIC PRESIDING & ALTERNATE ELECTION JUDGES
FOR APPOINTMENT TERM AUGUST 1, 2008 TO JULY 31, 2009

<u>PRECINCT</u>	<u>TITLE</u>	<u>NAME</u>
01	PRESIDING	DAHILA FRANCO
02	PRESIDING	ELIZABETH RAMOS
03	PRESIDING	TERESA CASTILLO
04	PRESIDING	ROSARIO GARZA
05	PRESIDING	ADELA OLVERA
06	ALTERNATE	MAURICE J. OWEN
07	PRESIDING	MINERVA MERCADO
08	ALTERNATE	HENIRIETTA GUZMAN
09	PRESIDING	RUFINA D. FLORES
10	PRESIDING	PATRICIA NAVARO
11	PRESIDING	ALFONSO CHAPA
12	PRESIDING	GLORIA GARZA
13	ALTERNATE	AMALIA JASSO
14	RESIDING	MINERVA DE LA ROSA
15	PRESIDING	AMPARO BAZAN
16	PRESIDING	MARY LOU MENDEZ
17	PRESIDING	SANDRA BERNAL
18	PRESIDING	FRANCISCO LOPEZ
19	PRESIDING	JAIME GARZA
20	PRESIDING	GUADALUPE PEREZ
21	PRESIDING	SYLVIA ESPINOZA
22	PRESIDING	EMMA R. SAMUDIO
23	PRESIDING	JESSICA M. CASTILLO
24	ALTERNATE	NORA LINDA GARCIA
25	ALTERNATE	SAN JUANITA CRUM
26	PRESIDING	ANA RAMIREZ
27	PRESIDING	ROSALINDA MENDEZ
28	PRESIDING	CONNIE GARZA
29	ALTERNATE	LYLE J. RIDENOUR
30	PRESIDING	LUPE LOZANO
31	PRESIDING	TEODORA ECHARETA
32	PRESIDING	MARIVEL TERAN
33	PRESIDING	MARIA L. TAMEZ
34	PRESIDING	ROSALINDA GOMEZ
35	PRESIDING	ORALIA RODRIGUEZ
36	PRESIGING	CHRISTINA GUNTER
37	ALTERNATE	MARIBEL REYES

38	ALTERNATE	ELEAZAR ESCOBEDO
39	PRESIDING	ALONSO LUNA
40	PRESIDING	HONI VELA
41	PRESIDING	SERGIO GARCIA
42	PRESIDING	MAGDA ESPINOZA
43	PRESIDING	CYNTHIA VALDEZ
44	PRESIDING	REFUGIA SANDOVAL
45	PRESIDING	SOFIA CARDENAS
46	PRESIDING	ROMULO SANCHEZ
47	PRESIDING	ALVARO GUZMAN
48	PRSEIDING	MARLEN SARMIENTO
49	PRESIDING	AURORA HERNANDEZ
50	PRESIDING	JUANITA OCHOA
51	PRESIDING	ARTURO SALINAS JR.
52	PRESIDING	GLORIA LOPEZ
53	PRESIDING	JOE BORREGO
54	ALTERNATE	JOANNA REYES
55	PRESIDING	FRANCIS ALANIZ
56	PRESIDING	MARIO CANO
57	PRESIDING	C. HOWDY SMITH
58	PRESIDING	SYLVIA ESPINOSA
59	PRESIDING	ROBERT CORTEZ
60	PRESIDING	MARY O GONZALEZ
61	PRESIDING	ROLANDO GARIA
62	ALTERNATE	IRENE MAYORGA
63	ALTERNATE	JUANITA CHAPA
64	PRESIDING	SALLY SPLAIN
65	PRESIDING	GLORIA GONZALEZ
66	PRESIDING	YOLI DEL BOSQUE
67	ALTERNATE	ELIZA R. ALANIZ
68	PRESIDING	IMELDA CANALES
69	PRESIDING	ANITA MONTERO
70	PRESIDING	MICAELA DELGADO
71	ALTERNATE	HERMINIA SERNA
72	ALTERNATE	OFELIA ESTEVIS
73	ALTERNATE	CARMEN JACKSON
74	ALTERNATE	NORMA DE LEON
75	PRESIDING	LETICIA MENDEZ
76	ALTERNATE	MARCOLFA GARCIA
77	PRESIDING	DIANA GUTIERREZ
78	PRESIDING	MARIA M. GARZA
79	PRESIDING	MELODY SALDANA
80	RETIRED	
81	ALTERNATE	MITCH COLEN
82	RETIRED	
83	ALTERNATE	ZULEMA FLORES

84	ALTERNATE	MARGARITA RAMIREZ
85	PRESIDING	ALBERT CANO
86	RETIRE	
87	PRESIDING	FELIX MARINEZ
88	PRESIDING	BARBARA A. BATES
89	PRESIDING	LAVIA E. GARZA
90	PRESIDING	DIANA VALDEZ
91	PRESIDING	NELDA FRIAS
92	PRESIDING	JOSE J. YBARRA
93	RETIRE	
94	PRESIDING	NORMA M. RANGEL
95	PRESIDING	MARIVEL IBANEZ
96	ALTERNATE	PERLA CNTU
97	PRESIDING	CAROL SANCHEZ
98	PRESIDING	AURORA LUNA
99	PRESIDING	ELENA GARZA
100	PRESIDING	ELISA Y. OLIVAREZ
101	ALTERNATE	SOCORRO VENEGAS
102	ALTERNATE	JUANITA CASAS
103	ALTERNATE	MERICELDA GARCIA
104	PRESIDING	JUAN VALDEZ
105	ALTERNATE	ESMERALDA LOZANO
106	ALTERNATE	ROLANDO CANALES
107	PRESIDING	YOLANDA SALDIVAR
108	PRESIDING	ESTHER A CANALES
109	PRESIDING	MARI SHAWN
110	PRESIDING	CARMEN ROBLEDO
111	PRESIDING	MARYLOU HINOJOSA
112	PRESIDING	ESTELA CASARES
113	PRESIDING	CRISTINA LEAL
114	ALTERNATE	MINA SERNA
115	PRESIDING	GERARDO GARCIA
116	PRESIDING	CRESENCIO LOZANO
117	PRESIDING	ISRAEL SALINAS
118	ALTERNATE	ISRAEL GONALEZ
119	PRESIDING	ANTONIO REYES JR.
120	PRESIDING	IRENE LIMON
121	ALTERNATE	EVA CORTEZ
122	PRESIDING	LINDA MONTEMAYOR
123	PRESIDING	RAQUEL VARGAS
124	ALTERNATE	ALICIA LOZANO
125	PRESIDING	IRENE G. SALAZAR
126	ALTERNATE	FRANK SANDOVAL
127	PRESIDING	REFUGIA SANDOVAL
128	PRESIDING	RAQUEL E. GARCIA
129	PRESIDING	EDDIE GARCIA

130		ALTERNATE	RAMON MACIAS
131	NO VOTES		
132	NO VOTES		
133		PRESIDING	ELENA GARZA
134		ALTERNATE	JESUS IBANEZ
135		ALTERNATE	MARTHA MOLINA
136		ALTERNATE	ROSIE GARZA
137		PRESIDING	JESUS OLVERA JR.
138		PRESIDING	ESTELA SALINAS
139		PRESIDING	RACHEL NOYOLA
140	NO VOTES		
141	NO VOTES		
142	NO VOTES		
143	NO VOTES		
144	NO VOTES		

**REPUBLICAN JUDGES/ALTERNATES FOR
AUGUST 1, 2008 TO JULY 1, 2009**

<u>PRECINCT</u>	<u>TITLE</u>	<u>NAME</u>
01	ALT. JUDGE	JACOB LYLE
02	ALT. JUDGE	MARY A. THOMPSON
03	ALT. JUDGE	PETRA REYES
04	ALT. JUDGE	CAROL CROSBY
05	ALT. JUDGE	JOSE SAN MIGUEL
06	JUDGE	MARILYN SUE JUNGE
07	ALT. JUDGE	KENNETH WILSON
08	JUDGE	MARJORIE FERRELL
09	ALT. JUDGE	EDWARD BAIL EY
10	ALT. JUDGE	ELIZABETH OLIVER
11	ALT. JUDGE	RALPH SPLAIN
12	ALT. JUDGE	PHIL H. CRUM
13	JUDGE	DR. JOHN ROBERTS
14	ALT. JUDGE	KATHERINE MCINCIN
15	ALT. JUDGE	MARGO JOHNSON
16	ALT. JUDGE	DENISE BRADLEY
17	ALT. JUDGE	IVIDIO VASQUEZ
18	ALT. JUDGE	ED THOMPSON
19	ALT. JUDGE	SHIRLEY BAUMBACH
20	ALT. JUDGE	AMELIA GARCIA
21	ALT. JUDGE	LUPITA HERNANDEZ
22	ALT. JUDGE	RACHEL L. KERR
23	ALT. JUDGE	REBECCA PERAL
24	JUDGE	DENNIS ROMERO
25	JUDGE	ANDREW CODY
26	ALT. JUDGE	FRANCIS LAES
27	ALT. JUDGE	LYNN JEAN LAES
28	ALT. JUDGE	HELENE BLEIBREY
29	JUDGE	COLLEEN HARTWELL
30	ALT. JUDGE	DENNIS HUGHES
31	ALT. JUDGE	ANAMARIA Bammel
32	ALT. JUDGE	VICKIE LYLE
33	ALT. JUDGE	PENNY BRADLEY

34	ALT. JUDGE	FOREST A. PERRY
35	ALT. JUDGE	NELSON PERDOMO
36	ALT. JUDGE	JUANITA CODY
37	JUDGE	ETHER GARCIA
38	JUDGE	DOLORES N. GARCIA
39	ALT. JUDGE	JO ANA ALVARADO
40	ALT. JUDGE	TIM MCALISTER
41	ALT. JUDGE	MANUEL RODRIGUEZ
42	ALT. JUDGE	ARNULFO ESPINO
43	ALT. JUDGE	DAVID PEREZ
44	ALT. JUDGE	BARBARA ERTL
45	ALT. JUDGE	JUAN ALVARADO
46	ALT. JUDGE	MARIA GUTIERREZ
47	ALT. JUDGE	TONI RUIZ
48	ALT. JUDGE	ALLEN HOHMANN
49	ALT. JUDGE	NICKLAS NOVAK
50	ALT. JUDGE	LARRY K. WOODARD
51	ALT. JUDGE	PAT UNSINN
52	ALT. JUDGE	DEBORAH FISHER
53	ALT. JUDGE	KEITH B. ANDERSON
54	JUDGE	MARTA CARPENTER
55	ALT. JUDGE	FELIX GOMEZ
56	ALT. JUDGE	GARY A. GOLTER
57	ALT. JUDGE	JOSE M. MARTINEZ
58	ALT. JUDGE	ERIKA MENDEZ
59	ALT. JUDGE	JUDY NETZ
60	JUDGE	BEVERLY ELLIOTT
61	ALT. JUDGE	TILDA BRADFORD
62	JUDGE	MARIUM MAGGIORA
63	JUDGE	LUANN CAUDLE
64	ALT. JUDGE	ALAN WRIGHT
65	ALT. JUDGE	COREL ROBINSON
66	ALT. JUDGE	MAGGIE MCAFEE
67	JUDGE	MARY HICKMAN
68	ALT. JUDGE	MEL MEDHUS
69	ALT. JUDGE	VITALIO ZUNIGA
70	ALT. JUDGE	CRISTIA ZEQUERIAS
71	JUDGE	LARRAINE OWENS
72	JUDGE	JOSE CASARES
73	JUDGE	DONNA HELMS

114	JUDGE	DIANNE SILVA
115	ALT. JUDGE	ROBERT HERNANDEZ
116	ALT. JUDGE	GLORIA VOCTORINO
117	ALT. JUDGE	DARREL R. NORD
118	JUDGE	CURTIS HENHAM
119	ALT. JUDGE	NORMA PRADO
120	ALT. JUDGE	BENHEM W. LEE
121	JUDGE	ELLA MEA LONGPRE
122	ALT. JUDGE	JAQUELIN GARZA
123	ALT. JUDGE	MARY LOU STWART
124	JUDGE	ANNA IBANEZ
125	ALT. JUDGE	EVELYN JOHSON
126	JUDGE	GEORGE GUMBECK
127	ALT. JUDGE	FRED GORENA
128	ALT. JUDGE	VERONIC ANZALDUA
129	ALT. JUDGE	GEORGE CARPENTER
130	JUDGE	HELEN C. BASS
131	NO VOTES	
132	NO VOTES	
133	ALT. JUDGE	ROBERT SMITH
134	JUDGE	MICHELLE S. MERWIN
135	JUDGE	MONIKA M. HAWKINS
136	JUDGE	HUGE HAWKINS
137	ALT. JUDGE	CARL GUNTER
138	ALT. JUDGE	JOSE ANGEL GARCIA
139	ALT. JUDGE	LYNN MIELCAREK
140	NO VOTES	
141	NO VOTES	
142	NO VOTES	
143	NO VOTES	
144	NO VOTES	

AI-10531

6.C.

**Courthouse Grounds Forum Policy
CC REGULAR**

Date: 08/12/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on Revised Courthouse Grounds Open Forum Policy.

BACKGROUND

previously approved on 5/1/99 (attached)

Fiscal Impact

Attachments

Link: DRAFT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/07/2008 03:01 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 03:13 PM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 09:08 AM	APRV
4	Purchasing Department	Marty Salazar	08/08/2008 10:52 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/08/2008 11:35 AM	APRV

Form Started By: Monica Badillo
Started On: 08/07/2008 02:56 PM
Final Approval Date: 08/08/2008

DRAFT
REVISED POLICY
COURTHOUSE GROUNDS OPEN FORUM

PURPOSE:

The purpose of this policy is to designate the use of a site within the Hidalgo County Courthouse grounds as a place of public speech, political discussion, press conferences, and as a place where an individual or an organization can express their views on various topics.

APPLICABILITY:

This policy applies to individuals, to groups, and to organizations, public or private. This policy shall be administered in compliance with the authority granted to the Hidalgo County Commissioners' Court under the Texas Constitution and applicable state and federal laws.

SITE:

The designated site is limited to the Hidalgo County Courthouse grounds, specifically on the east side of the Courthouse in front of the Veterans Memorial. Use of the Veterans Memorial is restricted to ten (10) feet from the memorial. Deviation from the designated area is prohibited for the purpose of this policy.

UTILIZATION:

All requests for the use of the Open Forum site shall be in writing and submitted to the Office of the Commissioners' Court Executive Officer. The request should describe the nature, the intent, and the estimated duration of the event. All requests shall be submitted two weeks prior to the scheduled event, and must be approved by the Executive Officer. In the event of multiple requests, approval for the use of the Open Forum site will be determined by order of receipt.

All requests shall be in strict compliance with applicable laws as well as all safety procedures and insurance requirements deemed necessary by Hidalgo County policies and the Executive Officer. Safety and security shall be paramount. In addition, all applicable permits, if any, as may be required by the City of Edinburg Texas and/or the Texas Department of Transportation shall also be submitted to the Executive Officer. Use of the Open Forum site shall in no way be disruptive to the day to day operations of Hidalgo County or to the services provided to the residents of Hidalgo County.

This policy shall in no way supersede any regulations and other requirements as imposed by the City of Edinburg Texas or the Texas Department of Transportation.

This policy is subject to modification by order of the Hidalgo County Commissioners' Court.

Submitted by Commissioners' Court Executive Officer
Commissioners' Court Agenda – August 12, 2008

Approved by Commissioners' Court on _____.

AI-10530

6.D.

457 Plan Hardship request

CC REGULAR

Date: 08/12/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on 457 Plan hardship withdrawal request for employee #043346.

BACKGROUND

Fiscal Impact

Attachments

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/07/2008 02:32 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 02:53 PM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 09:08 AM	APRV
4	Purchasing Department	Marty Salazar	08/08/2008 10:46 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/08/2008 11:35 AM	APRV

Form Started By: Monica Badillo

Started On: 08/07/2008 02:21 PM

Final Approval Date: 08/08/2008

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type.

Plan Name 457

Participant Name [Redacted]

Address 380

Emp # 043346

Long

huss TX 78542

Social Security No. [Redacted]

Daytime Phone No. (956) 219-5073

SECTION I - Hardship

I understand that this withdrawal is due to financial hardship only to the extent that the amount of the withdrawal is necessary for my, my spouse, or my dependents' heavy financial need. I represent that I have obtained all distributions, other than this withdrawal, 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.

- ☒ (A) 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 \$ 2

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 Maria Elena Garcia Date 8/6/08

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-10496

6.E.

Reports/Status by Consultants and/or Contractors in connection with Hurricane Dolly

CC REGULAR

Date: 08/12/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Valde Guerra-Executive Officer

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

1. Presentations by Beck Disaster Recovery, consultant, and/or AshBritt, disaster related services contractor for discussion, consideration and applicable/necessary action in connection with Hurricane Dolly.

2. Presentation for discussion, consideration and approval to include the following additional services with Beck Disaster Recovery, as permitted under current contract (page 11): Funding Support .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-072-0-XXX

FUNDS AVAILABLE Y/N?: pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds will be transferred to appropriate object code from account before each purchase. See AI-10348, CC 08-05-08

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/06/2008 04:16 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:21 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/07/2008 11:01 AM	APRV
4	Auditor's Office	Becky Morales	08/07/2008 11:28 AM	APRV
5	Veronica Lopez	Veronica Lopez	08/07/2008 02:04 PM	APRV
6	Court Administrator	Angela Garcia	08/07/2008 03:21 PM	APRV

Form Started By: Marty Salazar

Started On: 08/06/2008 03:31 PM

Final Approval Date: 08/07/2008

AI-10559

6.F.

**Designation/Appointment of Primary/Secondary Agent-Public Assistance-FEMA
CC REGULAR**

Date: 08/12/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Valde Guerra-Executive/Budget Officer

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

Presentation for discussion, consideration and approval to designate/appoint Primary/Secondary Agent and Chief Financial Officer/Certifying Officer in connection with Public Assistance - FEMA related documentation (i.e. applications, reports, correspondence, etc.) related to Dolly and its aftermath.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Designation/Appointment only.

Attachments

Link: [559](#)

Link: [55901](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/08/2008 04:28 PM	APRV
2	Budget & Management		08/08/2008 05:09 PM	NEW
Form Started By: Marty Salazar			Started On: 08/08/2008 03:59 PM	
Final Approval Date: 08/08/2008				

Public Assistance Pilot Program Information Acknowledgement

Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Pilot Program will be available for State and local governments' participation from June 1, 2007 through December 31, 2008. The PA Pilot Program may be implemented in any major disaster declared on or after June 1, 2007.

I understand that:

- The PA Pilot Program is voluntary, and an applicant may choose to participate in one or more procedures of the PA Pilot Program for one or more projects.
- The PA Pilot Program consists of the following procedures: a) Grants on the Basis of Estimates; b) Increased Federal Share Incentive; c) Debris Recycling; and d) Force Account Labor.
- The Grants on the Basis of Estimates Procedure is available for large projects with a total project estimated cost of \$500,000 or less. Projects that are subject to this Procedure will be known as Pilot Estimated Projects (PEPs). If an applicant chooses to participate in the Grants on the Basis of Estimates Procedure, the applicant will not be able to apply for additional funding beyond the total project estimated cost for any PEP. An applicant will also not have the right to appeal any determinations made by FEMA related to assistance for the PEPs. These restrictions only apply to PEPs.

The PA Pilot Program and procedures have been explained to me, and

☒ I wish to participate in the PA Pilot Program.

☐ I do not wish to participate in the PA Pilot Program.

Applicant's Authorized Representative

Date

FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST FOR PUBLIC ASSISTANCE

O.M.B. No. 3067-0151
Expires April 30, 2001

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 minutes. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the forms. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of the forms. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0151). NOTE: Do not send your completed form to this address.

APPLICANT (Political subdivision or eligible applicant.)

DATE SUBMITTED

COUNTY (Location of Damages. If located in multiple counties, please indicate.)

APPLICANT PHYSICAL LOCATION

STREET ADDRESS

CITY

COUNTY

STATE

ZIP CODE

MAILING ADDRESS (If different from Physical Location)

STREET ADDRESS

POST OFFICE BOX

CITY

STATE

ZIP CODE

Primary Contact/Applicant's Authorized Agent

Alternate Contact

NAME

NAME

TITLE

TITLE

BUSINESS PHONE

BUSINESS PHONE

FAX NUMBER

FAX NUMBER

HOME PHONE (Optional)

HOME PHONE (Optional)

CELL PHONE

CELL PHONE

E-MAIL ADDRESS

E-MAIL ADDRESS

PAGER & PIN NUMBER

PAGER & PIN NUMBER

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)?

☐ Yes ☐ No

Private Non-Profit Organization? ☐ Yes ☐ No

If yes, which of the facilities below best describe your organization?

Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility" means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public.

Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.

Official Use Only: FEMA- _____ -DR- _____ FIPS # _____ Date Received: _____

DESIGNATION OF APPLICANT'S AGENT - FEMA 1780 DR TX**PUBLIC ASSISTANCE**

Governor's Division of Emergency Management

Organization Name (hereafter named Organization)

Primary Agent		Secondary Agent	
Agent's Name		Agent's Name	
Organization		Organization	
Official Position		Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Work Phone	Fax Number	Work Phone	Fax Number
E-Mail Address		E-Mail Address	
Cellular Phone	Pager	Cellular Phone	Pager

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. This agent is authorized to represent and act for the Organization in all dealings with the State of Texas for all matters pertaining to such disaster assistance required by the agreements and assurances printed on the reverse side hereof.

Chief Financial Officer		Certifying Official	
Name		Official's Name	
Organization		Organization	
Official Position		Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Work Phone	Fax Number	Work Phone	Fax Number
E-Mail Address		E-Mail Address	
Cellular Phone	Pager	Cellular Phone	Pager

Applicant's State Cognizant Agency for Single Audit purposes (If a Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start

Month

Day:

Applicant's Federal Employer's Identification Number

Applicant's State Payee Identification Number

Certifying Official's Signature / Date

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) that provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	☐ New setup (Sections 2, 3 & 4)	☐ Change financial institution (Sections 2, 3 & 4)
	☐ Cancellation (Sections 2 & 3)	☐ Change account number (Sections 2, 3 & 4)
	☐ Interagency transfer (Sections 2, 3 & 4)	☐ Change account type (Sections 2, 3 & 4)

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI)		2. Mail code (If not known, will be completed by Paying State Agency)	
	3. Name		4. Business phone number	
	5. Mailing address	6. City	7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. I authorize the Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I further understand that the Comptroller of Public Accounts will reverse any payments made to my account in error.		
	I also agree to comply with the National Automated Clearing House Association's rules and the Texas Comptroller of Public Accounts' rules for electronic payments at all times.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Completion by financial institution is recommended.)

SECTION 4	13. Financial institution name		14. City		15. State	
	16. Routing transit number		17. Customer account number (Dashes required ☐ YES)		18. Type of account ☐ Checking ☐ Savings	
	19. Representative name (Please print)		20. Title			
	21. Representative signature (Optional)		22. Phone number		23. Date	

CANCELLATION BY AGENCY

SEC. 5	24. Reason	25. Date

PAYING STATE AGENCY

SECTION 6	26. Signature		27. Printed name	
	28. Agency name		29. Agency number	
	30. Comments		31. Phone number	
		32. Date		

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by:
 Email: claims.pin@cpa.state.tx.us
 Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

INSTRUCTIONS FOR VENDOR DIRECT DEPOSIT AUTHORIZATION

SECTION 1: Check the appropriate box(es)

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
 - a. Complete Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
 - a. Payee completes Sections 2 & 3.
- **INTERAGENCY TRANSFER** - For a vendor who wishes to change custodial agencies.
 - a. Vendor completes Section 2, 3 & 4
 - b. Vendor should submit form to new custodial agency
- **CHANGE FINANCIAL INSTITUTION**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.

SECTION 2: PAYEE IDENTIFICATION

- Item 1** Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.
- Item 2** If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.

SECTION 3: AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

- Items 10, 11 & 12** The individual authorizing must sign, print their name and date the form.

NOTE: No alterations in this section will be allowed.

SECTION 4: FINANCIAL INSTITUTION

Section 4 is recommended to be completed by a financial institution.

NOTE: Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

SECTION 5: CANCELLATION BY AGENCY *(State agency use only)*

Sections 5 & 6 to be completed by the paying state agency.

SECTION 6: PAYING STATE AGENCY

Section 6 to be completed by the paying agency if the state agency is submitting the form to the Comptroller's office for processing.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, contact this agency.

AI-10493

7.B.

**Quest Care360 Physician Portal User Agreement
CC REGULAR**

Date: 08/12/2008

Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Eduardo Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to accept the Quest Care360 Physician Portal User Agreement for Laboratory Services.

BACKGROUND

Approved by Legal 8/6/08

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact for Base Services. Additional services will be available on a fee for service basis.

Attachments

Link: [Quest](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 03:37 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/07/2008 05:35 PM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 08:44 AM	APRV
4	Purchasing Department	Marty Salazar	08/08/2008 10:44 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Josie Escalante

Started On: 08/06/2008 03:21 PM

Final Approval Date: 08/08/2008

CARE360 PHYSICIAN PORTAL USER AGREEMENT

This is an agreement ("Agreement") between Quest Diagnostics company ("We", "Us" or "Our"), and the individual or group medical practice/entity executing this Agreement ("You" or "Your"). This Agreement sets forth the rights and obligations of both parties with respect to Your use of the Care360 Physician Portal (the "Portal") and the services offered through such Portal ("Services").

1. Access to Services; Changes in Services Offered; Portal Policies.

(a) You and other Authorized Users shall be entitled to access and use the Services provided through the Portal. You shall not permit any person who is not an Authorized User to access or use the Services. "Authorized Users" means You and any of your personnel authorized by You. You may authorize personnel by notifying Us or by utilizing the "Delegated Administration Authority" functionality available through the Portal. Please see Section 5 for a further discussion of Your obligations with respect to Authorized Users.

(b) THE SERVICES AVAILABLE THROUGH THE PORTAL (BASE SERVICES) ARE BEING PROVIDED TO YOU AT NO CHARGE. Additional services are also available through the Portal on a fee for service basis. If you wish to learn more about these additional services, please contact Your sales representative. You are not obligated to utilize any particular Service(s) but by doing so You agree to be bound by the terms and conditions in this Agreement or the Portal Policies (defined in the next paragraph). We reserve the right to add, remove or alter the Services available through the Portal, any such change being effective upon notice to You in accordance with the terms of this Agreement. Certain fee-based services may require You and Authorized Users to execute additional documents with Us or third parties providing these Service(s). To the extent any special terms or conditions of a Service set forth in an additional document conflict with the terms and conditions of the main body of this Agreement, the terms of the additional document shall control.

(c) You agree to abide by all Portal policies and procedures (including, but not limited to the Terms and Conditions of Use of Care360 Lab Orders and Results, attached hereto as Exhibit "A") that may exist from time to time (the "Portal Policies"). Portal Policies may be attached to this Agreement or displayed on the Portal itself. Any future Portal Policies shall be effective as of the date of notice to You.

2. Charges. THE SERVICES PROVIDED THROUGH THE PORTAL ("BASE SERVICES") ARE PROVIDED TO YOU AT NO CHARGE. You are responsible, however, for the cost of all Internet connection charges and all necessary equipment. If You desire to use any of the fee-based Services, We will provide You with descriptions, terms of use and rates for these services in a separate document or exhibit.

3. Term; Termination. This Agreement shall commence upon its execution by You and remain in effect until terminated. Either You or We may terminate this Agreement and Your access to the Portal at any time, with or without cause. If this Agreement terminates for any reason, We will make arrangements for You to receive Your laboratory test results from Quest Diagnostics directly. Upon any termination of this Agreement, when requested, We shall return to You a copy of all patient information You have stored in the repository as part of the Base Services. We will extend the protections of this Agreement to the PHI that We maintain and limit any further uses and disclosures of the PHI to only authorized individuals or entities, as required by HIPAA.

4. Patient Demographic Information. The Portal system uses a matching algorithm ("matching tool") to link patient data and charts for Your patients. You are responsible for the accuracy and consistency of

all patient demographic information (e.g., patient name, social security number, date of birth, gender, address, etc.), whether entered by You or provided through another system. The accuracy and consistency of this information will directly impact how the Portal system will match patient data and charts You create for patients served by Your practice and, if applicable, patient data and charts created by other physicians or providers to whom You or the patient gives access for treatment purposes. If, because of inadequate, inaccurate, or inconsistent data collection and/or data entry, the Portal matching tool produces multiple charts for an individual patient, it is Your responsibility to make the clinical decision whether to merge individual charts by utilizing the end user merge tool function available within the Portal.

5. Your Responsibility For Authorized Users and Security of Your Equipment and Network; Use Restrictions.

(a) All of Your obligations pursuant to this Agreement shall also apply to all Authorized Users. You are responsible for adding or terminating Authorized Users either by notifying us in writing or using the "Delegated Administration Authority" functionality. You have important obligations related to adding and terminating Authorized Users pursuant to Applicable Laws (defined below). Without limiting the foregoing, You should monitor on a regular basis the need to add or terminate Authorized Users or modify access as appropriate for the individual's job function. You will promptly inform Us, in writing, of the need to deactivate an ID or password for an Authorized User due to security concerns or for any other reason (or complete such deactivation on Your own if You are utilizing the Delegated Administration Authority available through the Portal).

(b) You are responsible for the security of Your information system(s), including its network and related equipment and peripherals ("Information System(s)"). Without limiting the preceding sentence, while certain Services may be formatted by Us to function with wireless networks or handheld devices, You agree that it is Your responsibility to comply with all Applicable Laws and ensure adequate security of Your Information System(s). You are responsible for notifying Us, immediately, of any threatened, suspected or actual violation of data security of which You become aware.

(c) You are responsible for obtaining and maintaining all necessary consents, permissions or authorizations, required or advisable in connection with the transmission, storage, retrieval, viewing and/or disclosure of Your patient's PHI through the Portal.

6. HIPAA Provisions. You are a "Covered Entity" as defined by and in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). You and Authorized Users will have the ability to transmit, store, and retrieve certain Protected Health Information through the Portal. In addition, You will have the ability to grant access to information in the repository through the Portal arrangement. You agree to use Patient Data consistent with permitted and required uses under HIPAA and in accordance with other Applicable Laws. You may disclose to Us and We will use, disclose and/or create Protected Health Information (hereinafter called "PHI") on behalf of You for Treatment, Payment, or Your Health Care Operations purposes, as required or as permitted by the Privacy and Security Regulations, and as permitted under the Privacy and Security Regulations. We are acting as Your Business Associate for purposes of compliance with HIPAA and will provide Our services in compliance

with the Privacy and Security requirements of HIPAA. The provisions of this Paragraph will survive any termination of this Agreement.

7. Ownership Rights in or to the Portal. As between You and Us, We own all rights, title, and interest in and to all copyright, trademark, service mark, patent, trade secret, or other intellectual property and proprietary rights worldwide in and to the Portal.

8. Advertisements and Links. The Portal contains advertisements and links to third party services/applications and web sites. Neither the advertisers, nor any third party Service providers or web sites, are under Our control and We are not responsible for any such parties' products or services, or the content of any third party web site, or any link contained in a third party web site. Any of Your dealings with any advertiser, third party web site or any other third party is solely between You and such advertiser, third party web site or other third party.

9. Disclaimer. We do not and will not provide medical information, advice or services to You or Your patients. The content available through the Portal (other than laboratory test results from Us or third parties) is solely for informational and educational purposes and is not a substitute for professional judgment of healthcare providers in diagnosing and treating patients. *The Portal and Services provided through the Portal are provided "as is" without warranty of any kind, except as otherwise expressly provided herein. We disclaim all warranties and conditions with regard to the Portal and the Services, including all implied warranties and conditions of merchantability and fitness for a particular purpose. This also applies to demographic information services We provide (referred to as "bridging").* We cannot guarantee that Your access to the Portal or Services will be uninterrupted or error-free.

10. Consequential Damages and Limitation of Liability. *In no event shall We be liable for any indirect, punitive, incidental, special, or consequential damages including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Portal or the Services.* Should We have any liability to You or any third party for any direct loss, harm or damage, You agree that such liability shall under no circumstances exceed the greater of the aggregate amount of the fees You have paid to Us for Services during the twelve months immediately preceding the day the act or omission occurred that gave rise to the claim or Five Thousand (\$5,000.00) Dollars. You understand and acknowledge that absent your agreement to this limitation of liability, We would not

provide You access to the Portal or the Services. **This limitation of liability shall not apply to claims for laboratory testing errors resulting solely from the negligence of Quest Diagnostics.**

11. Miscellaneous. All communications from either party shall be in writing and shall be sent by either email or registered or certified mail, return receipt requested. We may also give notices or other communications by posting, displaying, or providing links to notices or other communications on the Portal. The effective date of any permitted change to the terms of this Agreement, including Portal Policies, shall be the date the applicable email was sent or notice posted on the Portal or, in the case of registered or certified mail, the date of Your receipt of the mail.

You may not assign or otherwise transfer this Agreement to any other person or entity without our written consent.

This Agreement is entered into solely for the benefit of the parties to this Agreement and their affiliates. Nothing in this Agreement shall be construed to create any duty, liability, or benefit to any person or entity not a party to this Agreement.

12. Entire Agreement. Both parties agree that they have read this agreement, and agree to be bound by its terms. Both parties further agree that they have the authority to bind the entire group, practice or entity covered by this Agreement. The parties further agree that this Agreement is the complete and exclusive agreement related to the Portal and Services offered through the Portal, and supersedes any proposal(s), or prior agreement(s), whether written or oral, relating to the subject matter of this Agreement.

13. Compliance with Laws. Each of the parties agrees that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and HIPAA regulations, including the standard transactions regulations.

This Agreement shall become effective on the date of Your signature below provided You have not made any revisions to the form. Any revisions shall require Our written consent before it is effective. The person signing below on Your behalf attests that he/she is duly authorized to sign and bind You as a party to this Agreement.

(Your Full Legal Entity Name)

By _____

Print Name _____

Title _____

Date: _____

Quest Diagnostics Account Number

AI-10449

7.C.

**Health Division - FY09 TB Control Grant Contract
CC REGULAR**

Date: 08/12/2008

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 TB Control Grant Contract #2009-028470, Attachment #001, in the amount of \$75,317.00 for the period 9/1/2008 to 8/31/2009.

2. Requesting authorization and approval of the attached TB Control Grant Budget and Salary Schedules for the period 9/1/2008 to 8/31/2009 (Account #8-1293-441-00-340-008-9).

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1293-441-00-340-008-9-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$75,317.00 for the T.B. Control Grant for FY 2009. Grant period is from 9-1-08 to 8-31-09.

Revenue account# 8-1293-334-10-340-008-9-000 T.B. Control Revenues

Attachments

Link: [FY09 TB Contract](#)

Link: [FY09 TB Control Budget](#)

Link: [FY09 TB Control Sal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/05/2008 08:33 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/06/2008 10:24 AM	APRV
3	Auditor's Office	Linda Fong	08/07/2008 10:07 AM	APRV
4	Mike Escaname	Mike Escaname	08/07/2008 05:19 PM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 10:41 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Dan Beltran

Started On: 08/04/2008 09:31 AM

Final Approval Date: 08/08/2008

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-028470 (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 (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 \$75,317.00, 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 09/01/2008 and ends on 08/31/2009. 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:

2009-028470-001 Tuberculosis Prevention and Control - State
 - c. General Provisions (Vendor)
 - 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: HIDALGO COUNTY TREASURER C/O N COURTHOUSE ANNEX
BUILDING
EDINBURG, TX 78539
Vendor Identification Number: 17460007176037

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

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

CONTRACT NO. 2009-028470
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000341123

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Tuberculosis Prevention and Control - State

TERM: 09/01/2008 THRU: 08/31/2009

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Hidalgo, Contractor shall develop and provide basic services and associated activities for tuberculosis (TB) prevention and control; and expanded outreach services to individuals of identified special populations who have TB or who are at high risk of developing TB.

Contractor shall provide basic and expanded outreach services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at <http://www.dshs.state.tx.us/sdi/docs/section8.pdf>;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at www.cdc.gov/nchstp/tb/pubs/mmwrhtum1/maj_guide.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) at <http://www.cdc.gov/tb/pubs/PDF/1376.pdf>;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at <http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf> ;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at <http://www.cdc.gov/mmwr/PDF/wk/mm5231.pdf>; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at <http://www.cdc.gov/mmwr/PDF/rr/rr5412.pdf>

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

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B
<http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000013.00.pdf>;
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81
<http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000081.00.pdf>;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89
<http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000089.00.pdf>;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=A&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=A&rl=Y); and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=H&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=H&rl=Y).

Contractor shall perform all activities under this Contract in accordance with Contractor's objectives, work plans (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved workplan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Contract, required reporting under this Contract will show results for work performed under previous versions of this Contract.

Contractor shall provide an annual narrative report, in the format provided by DSHS, on their performance goals, objectives, and screening activities. That report shall include a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through December shall also be submitted in a format provided by DSHS. The narrative program report shall be sent to the Texas Department of State Health Services, Infectious Disease Intervention and Control Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347 via regular mail, fax, or e-mail. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Records Retention Article and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records. Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January – December 2008	March 1, 2009

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS' Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent to DSHS at 1100 West 49th Street, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Contract. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will begin collecting information no later than January 1, 2009 to determine the number of persons who received from the Contractor at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

1. 90% of cases and suspects under treatment in 2008 are on DOT;
2. 92% of eligible* TB cases reported in 2007, completed a course of curative TB treatment within twelve (12) months of initiation of treatment;
3. 95% of TB patients reported in 2007 with initial positive cultures are tested for and have drug susceptibility results documented in their medical record;
4. 93% of smear positive TB cases reported in 2008 have at least one (1) contact identified;
5. 74% of identified contacts to smear positive TB cases reported in 2007 shall be evaluated for TB infection or disease;
6. 65% of infected contacts (to smear positive cases reported in 2007) who are started on treatment for LTBI shall complete therapy;
7. 74% of adults (age>14) with TB disease reported in 2008 are tested for HIV;
8. 84% of adults (age 25-44) with TB disease reported in 2008 are tested for HIV; and
9. Number of TB cases in US-born non-Hispanic African-Americans.

* Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to rifampin, 4) who have meningeal disease, and 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report due March 1, 2009, a written explanation including a plan to meet those measures.

The Infectious Disease Intervention and Control Branch Tuberculosis Prevention and Control Program shall calculate performance measures based on the information maintained in databases kept at the Tuberculosis Prevention and Control Program, through limited scope audits or inspections, and scheduled program reviews of successful applicants.

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term, at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

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

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.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
PO BOX 149347
Austin, Texas 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: *STATE*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Funding** Article, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program.

If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

Payment Methods and Restrictions Article, Billing Submission Section, is hereby revised to add:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Texas Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Texas Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
September, October, November	December 31, 2008
December, January, February	March 31, 2009
March, April, May	June 30, 2009
June, July, August	September 30, 2009

Categorical Budget:

PERSONNEL	\$57,042.00
FRINGE BENEFITS	\$18,275.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$75,317.00
INDIRECT CHARGES	\$0.00
TOTAL	\$75,317.00
DSHS SHARE	\$75,317.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$75,317.00

Financial status reports are due: 12/30/2008, 03/30/2009, 06/30/2009, 10/30/2009

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

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

APPROVED COMMISSIONER'S COURT _____ DATE _____ ATTEST CO. CLERK _____

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
TB CONTROL GRANT EMPLOYEE SALARY SCHEDULE
8-1293-441-00-340-008-9

Term: 9/1/2008 - 8/31/2009

Slot #	Employee Name	Employee Title	Salary 9/1/2008	Salary 1/1/2009	Salary for 12 month
			12/31/2008	8/31/2009	Grant Period
008-G002		TB Outreach Worker	\$ 7,189.00	\$ 15,097.00	\$ 22,286.00
008-G001		LVN	\$ 11,211.67	\$ 23,544.33	\$ 34,756.00
	TB Control Salary		\$ 18,400.67	\$ 38,641.33	\$ 57,042.00
	FICA	7.65%	\$ 1,407.65	\$ 2,956.06	\$ 4,364.00
	Retirement	8.92%	\$ 1,641.34	\$ 3,446.81	\$ 5,088.00
	Unemployment	0.50%	\$ 92.00	\$ 193.21	\$ 285.00
	Worker's Comp.	3.27%	\$ 601.70	\$ 1,263.57	\$ 1,865.00
	Health Insurance	\$4,164/Yr.			\$ 6,620.00
	Life Insurance	\$33/Yr.			\$ 53.00
	TB Control F.B. Total		\$ 3,742.70	\$ 7,859.65	\$ 18,275.00
TB Control Sal/FB Total			\$ 22,143.37	\$ 46,500.98	\$ 75,317.00

AI-10470

8.A.

Interlocal Agreements between HIDTA & La Joya PD; HIDTA & La Villa PD

CC REGULAR

Date: 08/12/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Nelda Olivarez, HIDTA

Department: BUDGET & MANAGEMENT

Agenda Area: HIDTA - Task Force

Information

CAPTION

1. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the City of La Joya Police Department as set forth under Texas Code of Criminal Procedure Chapter 59.
2. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the City of La Villa Police Department as set forth under Texas Code of Criminal Procedure Chapter 59.

BACKGROUND

As set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06(b) *Disposition of Forfeited Property* "If a local agreement exists between the attorney representing the state and law enforcement agencies, the attorney representing the state may transfer the property to law enforcement agencies to maintain, repair, use, and operate the property for official purposes if the property is free of any interest of an interest holder."

Interlocal Agreements have been reviewed and approved by Legal Counsel.

Fiscal Impact

FISCAL YEAR: N/A

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact to County. The Law Enforcement agency receiving forfeiture assets under CCP 59 is responsible for maintaining such assets and is responsible for all costs associated with the assets received.

Attachments

Link: La Joya PD Interlocal Agreement

Link: La Villa PD Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/06/2008 08:52 AM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 09:29 AM	APRV
3	Dale Kennan	Dale Kennan	08/06/2008 09:53 AM	APRV
4	Auditor's Office	Linda Fong	08/07/2008 10:11 AM	APRV
5	Purchasing Department	Marty Salazar	08/07/2008 11:51 AM	APRV
6	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Ivan Cantu

Started On: 08/06/2008 08:21 AM

Final Approval Date: 08/07/2008

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE CITY OF LA JOYA POLICE DEPARTMENT**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE**; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **CITY OF LA JOYA POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized by **CITY OF LA JOYA POLICE DEPARTMENT** and in relationship to the **CITY OF LA JOYA POLICE DEPARTMENT** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE**.

NOW, THEREFORE, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **CITY OF LA JOYA POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

ONE (1) EXECUTIVE DESK(no county tag number)
ONE (1) CREDENZA WITH BOOKCASE HUTCH (no county tag number)
TWO (2) LEATHER SIDE CHAIRS (county tag number 20470)
ONE (1) EXECUTIVE CHAIR (BLUE) (county tag number 20466)

TWO (2) SIDE CHAIRS (BLUE) (county tag number 20473 & 20474)
 TWO (2) SIDE CHARIS (BLUE MATERIAL) (no county tag number)
 ONE (1) TASK ROLLING CHAIR (BLUE) (no county tag number)
 ONE (1) TASK ROLLING CHAIR (GRAY) (no county tag number)
 TWO (2) LEATHER SIDE CHAIRS (no county tag number)
 ONE (1) TASK ROLLING CHAIR (GRAY) (no county tag number)
 TWO (2) MATERIAL CHAIRS (GRAY) (no county tag number)
 ONE (1) DESK (no county tag number)
 ONE (1) DESK (county tag number 30193)
 ONE (1) DESK (no county tag number)
 ONE (1) DESK (county tag number 28573)
 ONE (1) FILE CABINET (county tag number 17489)
 ONE (1) FILE CABINET (no county tag number)
 ONE (1) FILE CABINET 2-DRAWER (no county tag number)
 ONE (1) TASK ROLLING CHAIR (GRAY) (no county tag number)
 ONE (1) DESK (no county tag number)
 ONE (1) DESK (county tag number 20459)
 ONE (1) TASK ROLLING CHAIR (no county tag number)
 ONE (1) TASK ROLLING CHAIR (no county tag number)
 ONE (1) EXECUTIVE DESK (county tag number 38138)
 ONE (1) CREDENZA (county tag number 38139)
 ONE (1) HUTCH (county tag number 38140)
 ONE (1) DESK (county tag number 28572)
 ONE (1) BOOKSHELF (no county tag number)
 ONE (1) SIDE TABLE (county tag number 13536)
 ONE (1) 2-DRAWER TABLE (no county tag number)
 ONE (1) EXECUTIVE CHAIR (county tag number 38561)
 TWO (2) WOODEN SIDE CHARIS (no county tag number)
 TWO (2) METAL FRAME (GRAY) SIDE CHAIRS (no county tag number)
 ONE (1) BOOKSHELF (no county tag number)

Such surplus equipment is being permanently transferred in “as-is” condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be pick-up by the **CITY OF LA JOYA POLICE DEPARTMENT** and shall be solely used for law enforcement purposes of the **CITY OF LA JOYA POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**
3. The **CITY OF LA JOYA POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.**

COUNTY OF HIDALGO

BY: _____
JUAN D. SALINAS, COUNTY JUDGE

DATE

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
DORA L. MUNOZ, COMMANDER

DATE

CITY OF LA JOYA

BY: _____
MIKE ALANIZ, CITY MANAGER

DATE

CITY OF LA JOYA POLICE DEPARTMENT

BY: _____
JOSE DEL ANGEL, ACTING CHIEF OF POLICE

DATE

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

By: _____
Date: _____

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK
FORCE
AND THE CITY OF LA VILLA POLICE DEPARTMENT**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA VILLA POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA VILLA POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE**; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **CITY OF LA VILLA POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **CITY OF LA VILLA POLICE DEPARTMENT** and in relationship to the **CITY OF LA VILLA POLICE DEPARTMENT** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE**.

NOW, THEREFORE, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA VILLA POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **CITY OF LA VILLA POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

▪ **ONE (1) 2000 FORD LOBO PICKUP TRUCK VIN 1FTRX07L0YKB24644**

Such surplus equipment is being permanently transferred in “as-is” condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **CITY OF LA VILLA POLICE DEPARTMENT** and shall be solely used for “law enforcement purposes” by the **CITY OF LA VILLA POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59**.
3. The **CITY OF LA VILLA POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59**.

COUNTY OF HIDALGO

BY: _____
Juan D. Salinas, County Judge

Date

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
Dora L. Munoz, Commander

Date

CITY OF LA VILLA

BY: _____
Hector Elizondo, City Mayor

Date

CITY OF LA VILLA

BY: _____
Wilfredo Mata, City Manager

Date

CITY OF LA VILLA POLICE DEPARTMENT

BY: _____
Polo Contreras, Chief of Police

Date

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

By: _____
Date: _____

AI-10519

9.A.

**J.E. Saenz Agreement
CC REGULAR**

Date: 08/12/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program, is requesting approval to amend and decrease the professional services agreement with J.E. Saenz & Associates, Inc. The amendment will change the scope of services to delete four items from the existing contract. There will be a decrease to amend the contract from the existing amount of \$20,746.00 to the revised contract in the amount of \$14,238.40.

BACKGROUND

Hidalgo County Urban County Program executed a contract with J.E. Saenz & Associates, Inc. in the amount of

\$20,746.00 for the 2003 Water/Sewer Improvements project and it was approved by Hidalgo County Commissioner's Court on September 7, 2004. The City of Elsa has requested that the contract be amended to delete four items in order to satisfy budget constraints. The four items that will be deleted are 1) Upgrade 400,000 gal elevated tank 2) Upgrade 700,000 gallon ground storage tank 3) Upgrade one clear well pump and motor & 4) upgrade two automatic valves and times. These items will remain on the Work plan and will be considered as funds become available. (see attached revised Exhibit "A" (Scope of Services for Engineering Services submitted by the office of J.E. Saenz.)

Fiscal Impact

Attachments

Link: [plant improvement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/07/2008 07:56 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 03:41 PM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 08:59 AM	APRV
4	Veronica Lopez	Veronica Lopez	08/08/2008 09:53 AM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 10:46 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Angela Garcia

Started On: 08/07/2008 07:45 AM

Final Approval Date: 08/08/2008

Amended Exhibit "A"

J.E. Saenz & Associates, Inc.

7/29/2008

City of El Paso Year 10

PRELIMINARY STATEMENT OF PROBABLE COST

Water/Sewer Plant Improvements

Page 1 of 1

CONTRACT AMOUNT

Water Plant Improvements

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
Water Plant Improvements					
1	Upgrade 400,000 Gal Elevated Tank (spot treat rust, new ladder, catwalk, support struts, new aerial safety light, install safety climb on bowl ladder, replace tank vent, clean & repair bowl exterior, paint new logo, new security light)	1	L.S.	\$63,300.00	\$63,300.00
2	Upgrade 700,000 Gal Ground Storage Tank (Spot treat rust, light brush sandblasting on rest of tank, re-paint, install safety device for ladder, replace vent baffle)	1	L.S.	\$40,800.00	\$40,800.00
3	Upgrade one Clear well Pump and motor	1	L.S.	\$22,500.00	\$22,500.00
4	Upgrade two automatic valves and timers	2	E.A.	\$3,500.00	\$7,000.00
Wastewater Plant					
5	Demolish old imhoff tank	1	L.S.	\$5,000.00	\$5,000.00
6	Upgrade new Lab where old imhoff tank used to be.	1	L.S.	\$50,000.00	\$50,000.00
SUBTOTAL PLANT IMPROVEMENTS:					\$188,600.00

TOTAL: \$188,600.00

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	\$188,600.00
2) 10 % CONTINGENCY	\$18,860.00
3) ENGINEERING, DESIGN, & SURVEYING	\$20,746.00
a.) PHASE I (15%) SURVEYING	\$3,111.90
b.) PHASE II (60%) ENGINEERING	\$12,447.60
c.) PHASE III (25%) CONSTRUCTION	\$5,186.50
4) RPR SERVICES	\$10,373.00

TOTAL: \$238,579.00

REVISED CONTRACT AMOUNT

Water Plant Improvements

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
	Wastewater Plant				
1	Demolish old imhoff tank	1	L.S.	\$15,000.00	\$15,000.00
2	Upgrade new Lab where old imhoff tank used to be.	1	L.S.	\$104,000.00	\$104,000.00
SUBTOTAL PLANT IMPROVEMENTS:					\$119,000.00

TOTAL: \$119,000.00

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	\$119,000.00
2) 10% CONTINGENCY	\$11,900.00
3) ENGINEERING, DESIGN, CONSTRUCTION	\$13,090.00
a.) PHASE I (15%) SURVEYING	\$1,963.50
b.) PHASE II (60%) ENGINEERING	\$7,854.00
c.) PHASE III (25%) CONSTRUCTION	\$3,272.50

TOTAL: \$143,990.00

NEW CONTRACT AMOUNT WITH WORK COMPLETED FROM ORIGINAL CONTRACT

PROJECT STATUS	PROJECT PHASE	ORIGINAL CONTRACT	REVISED CONTRACT	NEW CONTRACT AMOUNT PER PHASE
100% COMPLETED FOR ITEMS 1-6 OF ORIGINAL CONTRACT IN THE AMOUNT OF \$3,111.90	PHASE I	\$3,111.90	\$1,963.50	\$3,111.90
	PHASE II	\$12,447.60	\$7,854.00	\$7,854.00
	PHASE III	\$5,186.50	\$3,272.50	\$3,272.50
NEW TOTAL CONTRACT AMOUNT:				\$14,238.40

AI-10520

9.B.

**City of Elsa, Utility Improvements
CC REGULAR**

Date: 08/12/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program, is requesting approval to amend the professional services agreement with J.E. Saenz & Associates, Inc. The amendment will change the scope of services to delete three items from the existing contract. There will be no changes to the contract amount.

BACKGROUND

Hidalgo County Urban County Program executed a contract with J.E. Saenz & Associates, Inc. in the amount of \$56,113.00 for the 2002 Water/Sewer Improvements project and it was approved by Hidalgo County Commissioner's Court on April 4, 2006. The city of Elsa has requested that the contract be amended to delete three items in order to satisfy budget constraints. The three items that will be deleted are 1) New 24"gravity raw water line from North into the new pump station, 2) New pump station 3) Additional cabinet and storage space and new equipment for the lab. These items will remain on the Work plan and will be considered as funds become available. (see attached revised Exhibit "A" (Scope of Services for Engineering Services submitted by the office of J.E. Saenz).

Fiscal Impact

Attachments

Link: [Utility improvement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/07/2008 07:57 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 03:41 PM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 09:05 AM	APRV
4	Purchasing Department	Marty Salazar	08/08/2008 10:46 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Angela Garcia
Started On: 08/07/2008 07:49 AM
Final Approval Date: 08/08/2008

J.E. Saenz & Associates, Inc.

7/28/2008

City of Elsa Utility Improvements

PRELIMINARY STATEMENT OF PROBABLE COST

Water Plant Improvements

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	UPGRADE 1,000,000 GAL RAW WATER RESERVOIR (REHAB SEDIMENTATION BASIN): CLEAN SILT, REHAB CONCRETE LINER, REHAB DRAIN LINES, RE-INSTALL AERATION UNIT)	1 L.S.	\$92,000.00	\$92,000.00
2	UPGRADE RAW WATER LINE TO 10/12-INCH LINE (560 LF)	560 L.F.	\$15.00	\$8,400.00
3	UPGRADE RAW WATER PUMP STATION	1 L.S.	\$20,000.00	\$20,000.00
4	NEW 24" GRAVITY RAW WATER LINE FROM NORTH INTO NEW PUMP STATION (630 L.F., GATE VALVE)	1 L.S.	\$16,500.00	\$16,500.00
5	NEW PUMP STATION	1 L.S.	\$35,000.00	\$35,000.00
6	REPLACE FILTER MEDIA, VALVES AND CONTROLS, INSTALL ACCESS LADDERS	1 L.S.	\$175,000.00	\$175,000.00
7	ADD CABINET & STORAGE SPACE, & EQUIP. FOR THE LAB	1	\$10,200.00	\$10,200.00
8	INSTALL NTUL TURBIDITY METERS FOR EACH FILTER	1 L.S.	\$16,000.00	\$16,000.00
9	INSTALL BACK-UP GENERATOR	1 L.S.	\$35,000.00	\$35,000.00
SUBTOTAL WATER PLANT IMPROVEMENTS:				\$408,100.00

I. TOTAL ESTIMATED COST

TOTAL: \$408,100.00

1) CONSTRUCTION	\$408,100.00
2) 10 % CONTINGENCY	\$40,810.00
3) ENGINEERING, DESIGN, & SURVEYING	\$44,891.00
a.) PHASE I (15%) SURVEYING	\$6,733.65
b.) PHASE II (60%) ENGINEERING	\$26,934.60
c.) PHASE III (25%) CONSTRUCTION	\$11,222.75
4) CHANGE ORDER #1 - ADDITIONAL ENGINEERING SERVICES	\$11,222.00
TOTAL:	\$505,023.00

REVISED CONTRACT AMOUNT \$56,113.00

Water Plant Improvements

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	UPGRADE 1,000,000 GAL RAW WATER RESERVOIR (REHAB SEDIMENTATION BASIN, CLEAN SILT, REHAB CONCRETE LINER, REHAB DRAIN LINES, RE-INSTALL AERATION UNIT)	1 L.S.	\$120,000.00	\$120,000.00
2	UPGRADE RAW WATER LINE TO 10/12-INCH LINE (560 LF)	560 L.F.	\$30.00	\$16,800.00
3	UPGRADE RAW WATER PUMP STATION	1 L.S.	\$37,300.00	\$37,300.00
4	INSTALL BACK-UP GENERATOR	1 L.S.	\$43,000.00	\$43,000.00
5	REPLACE FILTER MEDIA, VALVES AND CONTROLS, INSTALL ACCESS LADDERS (COMPLETED)	1 L.S.	\$175,000.00	\$175,000.00
6	INSTALL NTUL TURBIDITY METERS FOR EACH FILTER (COMPLETED)	1 L.S.	\$16,000.00	\$16,000.00
SUBTOTAL WATER PLANT IMPROVEMENTS:				\$408,100.00

I. TOTAL ESTIMATED COST

TOTAL: \$408,100.00

1) CONSTRUCTION	\$408,100.00	
2) 10 % CONTINGENCY	\$40,810.00	
3) ENGINEERING, DESIGN, & SURVEYING	\$44,891.00	PROJECT COMPLETION
a.) PHASE I (15%) SURVEYING	\$6,733.65	100% COMPLETED
b.) PHASE II (60%) ENGINEERING	\$26,934.60	25% COMPLETED
c.) PHASE III (25%) CONSTRUCTION	\$11,222.75	25% COMPLETED
4) CHANGE ORDER #1 - ADDITIONAL ENGINEERING SERVICES	\$11,222.00	

\$ 505,023.00

AI-10478

10.A.

**Advisory Board Member Appointment
CC REGULAR**

Date: 08/12/2008
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Raul Sesein
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

Appointment of member to the Hidalgo County Subdivision Advisory Board

BACKGROUND

Fiscal Impact

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
N/A

ACCT. #: NONE
MATCHING FUNDS Y/N?:

Attachments

Link: SH080608MEMOADVBRDMBR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 02:29 PM	APRV
2	Dale Kennan	Dale Kennan	08/06/2008 03:18 PM	APRV
3	Auditor's Office	Linda Fong	08/07/2008 10:04 AM	APRV
4	Purchasing Department	Marty Salazar	08/07/2008 11:52 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Irma Castillo
Started On: 08/06/2008 11:00 AM
Final Approval Date: 08/07/2008



PLANNING DEPARTMENT

County Of Hidalgo

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

MEMORANDUM

To: Veronica Lopez, Budget & Management

From: Raul E. Sese, P.E., C.F.M., Planning Administrator

Date: 08-06-08

Via: Facsimile

Re: Advisory Board Member Appointment

Xc: Honorable Commissioner Sylvia S. Handy Pct. 1

Please be aware that we have received Commissioner Handy's recommendation for Mr. Abel Lucio to fill a vacancy in the Hidalgo County Subdivision Advisory Board. We are requesting that this item be placed on the next Commissioners' Court Agenda.

Please contact T.J. Arredondo or myself at 318-2840 if there are any questions.

Thank You.

* * * END OF MEMORANDUM * * *

AI-10437

11.A.

**National Defender Investigator Association
CC REGULAR**

Date: 08/12/2008

Submitted By: Yvette Pacheco, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Agenda Area: Public Defender's Office

Information

CAPTION

Request and approval to pay the 2008 membership application fee to the National Defender Investigator Association (NDIA) in the amount of \$40.00 for Investigator L. Yvette Pacheco.

BACKGROUND

The NDIA 's purpose is to provide leadership, training and education for criminal defense investigators and other defender personnel throughout the US and it's territories.

- Membership dues allowed through the grant
- acct #: 8-1282-412-30-085-001-8-810

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1282-412-30-085-001-8-810

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 08-06-08 \$1,228.00

Attachments

Link: NDIA AFFIDAVIT

Link: NDIA MEMBERSHIP
APPLICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 09:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 08:00 AM	APRV
3	Auditor's Office	Linda Fong	08/07/2008 10:03 AM	APRV
4	Mike Escaname	Mike Escaname	08/07/2008 05:19 PM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 10:41 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Yvette Pacheco
Started On: 08/01/2008 11:28 AM

Final Approval Date: 08/08/2008

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES**

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Lurin Yvette Pacheco, do hereby state that my membership in the National Defender Investigator 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:

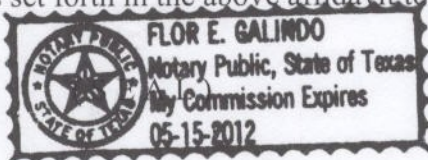
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association 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: 8/4/08

TITLE: _____

Before me Flor E. Galindo, a Notary Public, appeared Lurin Yvette Pacheco, 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.



Flor E. Galindo
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

NDIA OFFICERS

NDIA's officers consist of: President, Vice President, Secretary/Treasurer, and (4) Area directors (Northeast, Southeast, Midwest & West). Positions are held for two years. Elections are conducted by scaled ballot.

MEMBER BENEFITS

Membership in NDIA include subscription to the NDIA Newsletter, reduced fees to training conferences, opportunity to obtain NDIA's professional certification, continuing educational support, membership card Directory, access to Member of the NDIA web site, networking other Investigators throughout United States, both at our conferences and via the web site, and a actively participate in the progress the criminal justice system through NDIA committee activities.

VOLUNTEER!

I am interested in the following NDIA Committee(s):

- ☐ Certification
- ☐ Membership
- ☐ Conference/Training
- ☐ Newsletters
- ☐ Investigator/Paralegal of the year
- ☐ Web Site
- ☐ Investigative Manual
- ☐ Bylaws

THE NATIONAL DEFENDER INVESTIGATOR ASSOCIATION

460 Smith Street • Suite K
Middletown, CT 06457
Tel: (860) 635-5533
Fax: (866) 668-9858
Email: ndia@cox.net
www.ndia.net



UPCOMING TRAINING CONFERENCES

APRIL 9-11, 2008

National Conference 2008
Riviera Hotel & Casino
Las Vegas, Nevada

SEPTEMBER 4-5, 2008

Regional Conference
Sheraton Austin Hotel
Austin, Texas

APRIL 1-3, 2009

National Conference 2009
Hilton Daytona Beach
Oceanfront Resort
Daytona Beach, Florida

Visit our web site
www.ndia.net



APPLICATION FOR MEMBERSHIP

*NDIA is the only national
organization to represent
a constituency dedicated solely
to the investigative arm
of indigent defense.*

NDIA OFFICE

460 Smith Street • Suite K
Middletown, CT 06457
Tel: (860) 635-5533
Fax: (866) 668-9858
Email: ndia@cox.net
www.ndia.net

The National Defender Investigator Association is the only national organization to represent a constituency dedicated solely to the investigative arm of indigent defense.

The NDIA has maintained it's leadership role largely through a dedicated membership and through the volunteer efforts of a board of directors, regional representatives and committees. The NDIA's Board of Directors is comprised of seven elected individuals. Board members are geographically situated throughout the nation to give adequate representation to regional interests and concerns.

The NDIA's purpose is to provide leadership, training and education for criminal defense investigators and other defender personnel throughout the US and it's territories. Members can obtain training and education through the annual and regional conferences, informative newsletters, professional certification programs, technical assistance opportunities, and membership directory. The organization also provides a forum for members to network. Associate Membership is offered to paralegal's and others engaged on a full or part-time basis, in the representation of the criminally charged.

The NDIA supports a dialogue among academic institutions other organizations having similar goals, and encourages the emergence and development of new and innovative investigative techniques. Most importantly, each member possesses a wealth of knowledge and experience which facilitates the sharing of information and ideas. All aspects of the NDIA are operated by members in good standing who volunteer their services and time.

Visit our web site: www.ndia.net

Each member assumes the responsibilities and tasks associated with committee undertakings and operation. While the Association currently offers quality training and educational services, we recognize the desire to expand and diversify these avenues as needs dictate and resources allow.

NDIA Investigators undertake aspects of defense surrounding the pre-charge, pre-trial, plea agreements, trial, sentencing, appellate and post-conviction. Case issues pertain to the adult or juvenile implicated in a misdemeanor, felony or appellate case; a parent enmeshed in a child dependency matter; and an individual involved in civil commitment proceedings.

The NDIA strives to include all investigators regardless of race, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any sensory, mental or physical handicap.

Please provide names and addresses of any colleagues you would recommend for membership:

1. _____
2. _____
3. _____

MEMBERSHIP APPLICATION

Mail Application to:

NDIA Office
460 Smith Street, Suite K
Middletown, CT 06457

NAME Lucin Yvette Pacheco

AGENCY Madalyn County Public Defender

ADDRESS PO E CANO STE 206

CITY/STATE/ZIP EDINBURG, TX 78539

EMAIL yvetpublicdefender@yahoo.com

TEL 956-292-7040

FAX 956-292-7049

☒ **Regular** (Persons actively involved in the investigation for the defense of persons, is a full-time investigator in an office whose primary purpose is criminal defense work.)

☐ **Associate** (Persons actively engaged in criminal defense work, to include on a part-time basis.)

☒ **Membership Dues for One Calendar Year**
(January-December) \$40

☐ **Membership Dues for Two Calendar Years**
(January-December) \$65

☐ **Membership Dues for Three Calendar Years**
(January-December) \$90

Amount Enclosed \$ 40.00

CREDIT CARD: MC / VISA / AmEx / Discover (circle card)

CARD # _____

EXPIRATION DATE _____

NAME ON CARD _____

SIGNATURE _____

AI-10506

12.A.

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

Date: 08/12/2008
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

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

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1229-352-30-280-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
\$92,190.48 available balance as of 08/07/08.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/06/2008 04:41 PM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 07:53 AM	APRV
3	Rey Salazar	Rey Salazar	08/07/2008 04:28 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 09:56 AM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 10:46 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Rosie Hinojosa

Started On: 08/06/2008 04:27 PM

Final Approval Date: 08/08/2008

DATE: August 6, 2008
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department
ACCOUNT NUMBER: 8-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
8-1229-421-00-280-007-0-748	Other Equipment
8-1229-352-30-280-000-0-000	COURT ORDERED CONFISCATIONS

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received on a seizure award. (Rec. No. 121544).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

it of Justice

lance with Local Government

AMOUNT	
	92,190.48
	92,190.48
\$	92,190.48

ATTEST COUNTY CLERK

AI-10500

12.B.

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

Date: 08/12/2008
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

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

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
\$100,121.45 available balance as of 08/07/08.

ACCT. #: 8-1228-352-30-280-000-0-000
MATCHING FUNDS Y/N?:

Attachments

Link: [Budget Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/06/2008 04:41 PM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 07:51 AM	APRV
3	Rey Salazar	Rey Salazar	08/07/2008 03:43 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 09:57 AM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 10:46 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Rosie Hinojosa

Started On: 08/06/2008 03:55 PM

Final Approval Date: 08/08/2008

DATE: August 6, 2008
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing-U.S. Department of
ACCOUNT NUMBER: 8-1228-421-00-280-006-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordar
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	
8-1228-421-00-280-006-0-748	OTHER EQUIPMENT	
8-1228-352-30-280-000-0-000	COURT ORDERED CONFISCATIONS	

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received on a seizure award. (Rec. No. 121543)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

Treasury

nce with Local Government

AMOUNT	
	100,121.45
	100,121.45
\$	100,121.45

ATTEST COUNTY CLERK

AI-10521**12.C.****Transfer of Employees
CC REGULAR**

Date: 08/12/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information**CAPTION****Sheriff/ Operation Border Star**

1. Discussion, consideration and approval to transfer employees as follows:

		FROM		TO		Allowances			
Employee Number	Position Title	Dept.	Slot No.	Dept.	Slot No.	Budgeted Salary	Longev.	Suppl.	Cloth.
155306	Dep. Sheriff Step I	Sheriff	280-001-0061	OBS	280-043-G003	38,000.00			
149748	Dep. Sheriff Step II	Sheriff	280-001-0229	OBS	280-043-G001	39,330.00	60.00		
123137	Sr.Dep. Sheriff Step II	OBS	280-043-G001	Sheriffs	280-001-0229	43,263.00	240.00		
120731	Sr.Dep. Sheriff Step II	OBS	280-043-G003	Sheriffs	280-001-0061	43,263.00	300.00	2,700.00	500.00

2. Approval of revised salary schedules

BACKGROUND

OBS (OPERATION BORDER-STAR) GRANT.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 08/08/2008, pending CC approval. General Fund/ County Wide Adm.-Contingency

Attachments

Link: [Revised Salary
Schedule-Sheriff's Office](#)

Link: [Revised Salary
Schedule-OBS](#)

Link: [Fiscal Note](#)

Link: [backup](#)

Link: [LOT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/07/2008 12:00 PM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:08 PM	APRV
3	Rey Salazar	Rey Salazar	08/08/2008 10:24 AM	APRV
4	Rosalinda Cantu		08/08/2008 05:09 PM	PEND

Form Started By: Emilia Uriegas
Started On: 08/07/2008 08:04 AM

Final Approval Date: 08/08/2008

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1100-421-00-280-001-0
SHERIFF**

AI-10521

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc .	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0039	113	SERGEANT STEP III	\$42,655.00	\$4,934.00	\$47,589.00	0	\$0.00	\$1,666.00	\$49,255.00	\$49,255.00	\$540.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$51,495.00
0040	113	SERGEANT STEP III	\$42,655.00	\$6,600.00	\$49,255.00	0	\$0.00	\$0.00	\$49,255.00	\$49,255.00	\$780.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$51,235.00
0041	113	SERGEANT STEP II	\$41,213.00	\$4,767.00	\$45,980.00	0	\$0.00	\$1,609.00	\$47,589.00	\$47,589.00	\$300.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$49,089.00
0042	113	CRIME SCENE SPEC	\$40,415.00	\$0.00	\$40,415.00	0.04	\$1,616.60	\$0.00	\$42,032.00	\$42,032.00	\$420.00	\$0.00	\$0.00	\$0.00	\$500.00	\$42,952.00
0043	113	CRIME SCENE SPEC	\$40,415.00	\$0.00	\$40,415.00	0.04	\$1,616.60	\$0.00	\$42,032.00	\$42,032.00	\$420.00	\$0.00	\$0.00	\$0.00	\$500.00	\$42,952.00
0044	113	CRIME SCENE SPEC	\$40,415.00	\$0.00	\$40,415.00	0.04	\$1,616.60	\$0.00	\$42,032.00	\$42,032.00	\$360.00	\$0.00	\$0.00	\$0.00	\$500.00	\$42,892.00
0045	113	Mechanic/Supervisor	\$39,710.00	\$0.00	\$39,710.00	0.04	\$1,588.40	\$0.00	\$41,298.00	\$41,298.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,298.00
0046	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,500.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$50,677.00
0047	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,260.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$50,437.00
0048	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,440.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$50,617.00
0049	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,200.00	\$0.00	\$3,600.00	\$0.00	\$500.00	\$50,077.00
0050	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,320.00	\$0.00	\$3,900.00	\$0.00	\$0.00	\$49,997.00
0051	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$780.00	\$0.00	\$3,600.00	\$0.00	\$500.00	\$49,657.00
0052	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,260.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$50,437.00
0053	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$900.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$49,477.00
0054	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$840.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$49,417.00
0055	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,320.00	\$0.00	\$3,000.00	\$0.00	\$500.00	\$49,597.00
0056	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$720.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$49,297.00
0057	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$49,117.00
0058	113	DEPUTY SHERIFF STEP I	\$38,777.00	(\$777.00)	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
0059	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$49,117.00
0060	113	DEPUTY SHERIFF	\$38,777.00	(\$4,777.00)	\$34,000.00	0	\$0.00	\$0.00	\$34,000.00	\$34,000.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$35,500.00
0061	113	s/b SR. DEPUTY SHERIFF STEP II ~~DEPUTY SHERIFF STEP I~~	\$34,060.00	\$3,940.00	\$38,000.00	0	\$0.00	s/b \$5,263.00 ~~\$0.00~~	s/b \$43,263.00 ~~\$38,000.00~~	\$36,480.00	s/b \$300.00 ~~\$0.00~~	\$0.00	s/b \$2,700.00 ~~\$1,200.00~~	\$0.00	s/b \$500.00 ~~\$0.00~~	\$37,680.00
0062	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$480.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$48,557.00
0063	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,517.00
0064	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,517.00
0065	113	DEPUTY SHERIFF	\$38,777.00	(\$2,297.00)	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,720.00
0066	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,517.00
0067	113	DEPUTY SHERIFF STEP I	\$34,060.00	\$3,940.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$36,480.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$37,680.00
0068	113	DEPUTY SHERIFF	\$38,777.00	(\$2,297.00)	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,480.00
0069	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,517.00
0070	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$480.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,457.00
0071	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$480.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,457.00
0072	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$480.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,457.00
0073	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$480.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,457.00
0074	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,020.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$48,097.00
0075	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$420.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,397.00

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1100-421-00-280-001-0
SHERIFF**

AI-10521

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc .	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0076	113	SR. DEPUTY SHERIFF STEP III	\$38,777.00	\$6,000.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$48,517.00
0191	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$120.00	\$0.00	\$1,500.00	\$0.00	\$500.00	\$43,920.00
0192	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$41,190.00
0193	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$480.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$41,010.00
0194	113	DEPUTY SHERIFF	\$35,252.00	\$2,748.00	\$38,000.00	0	\$0.00	(\$1,520.00)	\$36,480.00	\$36,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,480.00
0195	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,890.00
0196	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,890.00
0197	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,890.00
0198	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$120.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,650.00
0199	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$3,782.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,840.00
0200	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,590.00
0201	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,590.00
0202	113	DEPUTY SHERIFF STEP I	\$34,060.00	\$2,420.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$60.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$37,740.00
0203	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,590.00
0204	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$540.00	\$0.00	\$600.00	\$0.00	\$0.00	\$40,470.00
0205	113	DEPUTY SHERIFF	\$35,252.00	\$1,228.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,600.00
0206	113	DEPUTY SHERIFF STEP I	\$35,252.00	\$2,748.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$36,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,480.00
0207	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,420.00
0208	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,920.00
0209	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,100.00
0210	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0211	113	DEPUTY SHERIFF	\$32,698.00	\$3,782.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,480.00
0212	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,100.00
0213	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,980.00
0214	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,980.00
0215	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,040.00
0216	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$6,548.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$240.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$43,840.00
0217	113	DEPUTY SHERIFF	\$35,252.00	\$1,228.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,480.00
0218	113	DEPUTY SHERIFF	\$34,060.00	\$2,420.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,720.00
0219	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,330.00
0220	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0221	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$3,782.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,780.00
0222	113	DEPUTY SHERIFF STEP II	\$35,252.00	\$4,078.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0223	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0224	113	DEPUTY SHERIFF	\$34,060.00	\$3,940.00	\$38,000.00	0	\$0.00	(\$1,520.00)	\$36,480.00	\$36,480.00	\$780.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$38,460.00
0225	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0226	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$3,940.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0227	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$3,940.00	\$38,000.00	0	\$0.00	\$1,330.00	\$39,330.00	\$39,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,330.00

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1100-421-00-280-001-0
SHERIFF**

AI-10521

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc .	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0228	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,240.00
		s/b SR. DEPUTY SHERIFF STEP II						s/b \$3,933.00	s/b \$43,263.00		s/b \$240.00					
0229	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0230	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0231	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
0232	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0233	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,390.00
0234	113	DEPUTY SHERIFF STEP II	\$34,060.00	\$3,940.00	\$38,000.00	0	\$0.00	\$1,330.00	\$39,330.00	\$39,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,330.00
0235	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,120.00
0236	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,120.00
0237	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,120.00
0238	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,060.00
0239	113	DEPUTY SHERIFF STEP I	\$32,698.00	\$5,302.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$38,000.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,180.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	\$32,025.00	\$0.00	\$32,025.00	0.04	\$1,281.00	\$0.00	\$33,306.00	\$33,306.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$33,806.00
0241	113	EVIDENCE TECH	\$31,899.00	\$0.00	\$31,899.00	0.04	\$1,275.96	\$0.00	\$33,175.00	\$33,175.00	\$480.00	\$0.00	\$0.00	\$0.00	\$500.00	\$34,155.00
0242	113	EVIDENCE TECH	\$31,899.00	\$0.00	\$31,899.00	0.04	\$1,275.96	\$0.00	\$33,175.00	\$33,175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$33,675.00
0243	113	PERSONNEL OFFR	\$30,349.00	\$0.00	\$30,349.00	0.04	\$1,214.00	\$0.00	\$31,563.00	\$31,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,563.00
0244	113	SR COMM OFFR.	\$28,707.00	\$0.00	\$28,707.00	0.04	\$1,148.00	\$0.00	\$29,855.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0245	113	SR COMM OFFR.	\$28,707.00	\$0.00	\$28,707.00	0.04	\$1,148.00	\$0.00	\$29,855.00	\$29,855.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,395.00
0246	113	SR COMM OFFR.	\$28,707.00	\$0.00	\$28,707.00	0.04	\$1,148.00	\$0.00	\$29,855.00	\$29,855.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,855.00
0247	113	QUARTER MASTER	\$28,492.00	\$0.00	\$28,492.00	0.04	\$1,139.68	\$0.00	\$29,632.00	\$29,632.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,052.00
0248	113	ADMINISTRATIVE SUPPORT SUPERVISOR	\$28,492.00	\$3,008.00	\$31,500.00	0	\$0.00	\$0.00	\$31,500.00	\$31,500.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,520.00
0249	113	BUDGET CONTROL OFFICER	\$28,492.00	\$0.00	\$28,492.00	0.04	\$1,139.68	\$0.00	\$29,632.00	\$29,632.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,632.00
0250	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,091.56	\$0.00	\$28,381.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,381.00
0251	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$27,245.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,245.76
0252	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$28,381.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,801.00
0253	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$28,381.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,101.00
0254	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0255	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,091.56	\$0.00	\$28,381.00	\$28,381.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,861.00
0256	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,091.56	\$0.00	\$28,381.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,381.00
0257	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,091.56	\$0.00	\$28,381.00	\$28,381.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,281.00
0258	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0259	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,091.56	\$0.00	\$28,381.00	\$28,381.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,801.00
0260	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0261	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,091.56	\$0.00	\$28,381.00	\$28,381.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,861.00
0262	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0263	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,091.56	\$0.00	\$28,381.00	\$28,381.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,681.00
0264	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$27,245.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,245.76

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1100-421-00-280-001-0
SHERIFF**

AI-10521

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc .	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0265	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,381.00
0266	113	COMMUNIC OFFCR	\$27,289.00	\$0.00	\$27,289.00	0.04	\$1,092.00	\$0.00	\$28,381.00	\$28,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,381.00
TOTAL			\$10,829,132.00	\$1,365,949.00	\$12,195,081.00		\$105,243.96	\$6,771.00	\$12,307,101.00	\$11,975,955.22	\$116,880.00	\$0.00	\$327,900.00	\$0.00	\$49,500.00	\$12,470,234.52

Approval to transfer employees from Sheriff's budget to the Operation Border Star budget pending CC approval.

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

1284-421-00-280-043-8

OPERATION BORDER - STAR HIDALGO

AI-10521

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc .	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		s/b DEPUTY SHERIFF STEP II ▼ ~~SR. DEPUTY SHERIFF STEP II~~						s/b (\$3,933.00)	s/b \$39,330.00		s/b \$60.00					
G001	113		\$0.00	\$43,263.00	\$43,263.00	0	\$0.00	~~\$0.00~~	~~\$43,263.00~~	\$43,263.00	~~\$240.00~~	\$0.00	\$0.00	\$0.00	\$0.00	\$43,503.00
G002	113	SR. DEPUTY SHERIFF STEP I	\$0.00	\$41,800.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,040.00
		s/b DEPUTY SHERIFF STEP I ▼ ~~SR. DEPUTY SHERIFF STEP II~~						s/b (\$5,263.00)	s/b \$38,000.00		s/b \$0.00					
G003	113		\$0.00	\$43,263.00	\$43,263.00	0	\$0.00	~~\$0.00~~	~~\$43,263.00~~	\$43,263.00	~~\$300.00~~	\$0.00	\$600.00	\$0.00	\$0.00	\$44,163.00
G004	113	SR. DEPUTY SHERIFF STEP I	\$0.00	\$41,800.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,040.00
			\$0.00	\$170,126.00	\$170,126.00		\$0.00	\$0.00	\$170,126.00	\$170,126.00	\$1,020.00	\$0.00	\$600.00	\$0.00	\$0.00	\$171,746.00

Approval to transfer employees from the Operation Border Star budget to Sheriff's Budget pending CC approval.

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: Friday, August 08, 2008

Agenda Item: 10521

Summary of request/proposal:

The Sheriff's Office is requesting the transfer of employees as follows:

				Current Budgeted		
Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1284	Deputy Sheriff Step I	G001	113	43,263.00	38,000.00	(5,263.00)
1284	Deputy Sheriff Step II	G003	113	43,263.00	39,330.00	(3,933.00)
				TOTAL OBS BUDGET		(9,196.00)
1100	Sr. Deputy Sheriff Step II	0061	113	38,000.00	43,263.00	5,263.00
1100	Sr. Deputy Sheriff Step II	0229	113	39,330.00	43,263.00	3,933.00
				TOTAL SHERIFF BUDGET		9,196.00

OBS Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-421-00-280-001-0- 113	Sherrif- Perm F/T	\$3,650.32
8-1100-421-00-280-001-0- 115	Sherrif- Longevity Pay	\$190.53
8-1100-421-00-280-001-0- 117	Sherrif- Supplemental Pay	\$1,071.76
8-1100-421-00-280-001-0- 119	Sherrif- Clothing	\$198.47
8-1100-421-00-280-001-0- 220	Sherrif- FICA	\$391.00
8-1100-421-00-280-001-0- 230	Sherrif- Retirement	\$448.76
8-1100-421-00-280-001-0- 250	Sherrif- Unemployment Comp	\$25.55
8-1100-421-00-280-001-0- 260	Sherrif- Worker's Comp	\$172.59
2008 Budgetary Impact		\$6,148.98

2009 Budgetary Impact: \$15,490.70

Sheriff's Office Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1284-421-00-280-043-8- 113	OBS- Perm F/T	(\$3,650.32)
8-1284-421-00-280-043-8- 115	OBS- Longevity Pay	(\$190.53)
8-1284-421-00-280-043-8- 117	OBS- Supplemental Pay	(\$1,071.76)
8-1284-421-00-280-043-8- 119	OBS- Clothing	(\$198.47)
8-1284-421-00-280-043-8- 220	OBS- FICA	(\$391.00)
8-1284-421-00-280-043-8- 230	OBS- Retirement	(\$448.76)
8-1284-421-00-280-043-8- 250	OBS- Unemployment Comp	(\$25.55)
8-1284-421-00-280-043-8- 260	OBS- Worker's Comp	(\$172.59)
2008 Budgetary Impact		(\$6,148.98)

2009 Budgetary Impact: (\$15,490.70)

Possible Funding Sources: To be funded from Co. Wide Administration-Contingency

Budget Office Recommendation:

HIDALGO COUNTY SHERIFF'S OFFICE
ATTACHMENT TO AGENDA ITEM FOR THE TRANSFERRING OF EMPLOYEES

Employee No.	From Slot No.	From Dept.	To Slot No.	To Dept.	Position Title	Salary	Longevity	Assignment	Certification	Clothing	Total
155306	280-001-061	Sheriff	280-043-003	OBS	Dep. Sheriff Step I	38,000.00					38,000.00
149748	280-001-229	Sheriff	280-043-001	OBS	Dep. Sheriff Step II	39,300.00	60.00				39,360.00
123137	280-043-001	OBS	280-001-229	Sheriff	Sr. Dep. Sheriff Step II	43,263.00	240.00				43,503.00
120731	280-043-003	OBS	280-001-061	Sheriff	Sr. Dep. Sheriff Step II	43,263.00	300.00	2,100.00	600.00	500.00	46,763.00



Letter of Transmittal
HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, August 08, 2008

To: Esther Cortez, Human Resources
Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. review and approval. Please return original document with corresponding signature of approval.

AI: 10521

C.C. Date: 08/08/08

Dept: Sheriff's Office/ Operation Border Star

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.



Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Adm.

Date: 08-08-08

Time: 4:05

AI-10512

13.A.

Amendment # 4 Funding Agreement For Border Colonia Access Program

CC REGULAR

Date: 08/12/2008

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Area: Colonia Access Program

Information

CAPTION

Discussion and possible action for approval to extend Funding Agreement for the First Call of the Border Colonia Access Program Amendment #4 . The amendment extends the contract by 6 months until March 08, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1310-431-00-12X-XXX-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

See attached expenditure report

Attachments

Link: Amendment # 4

Link: Expenditure Report-
BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/07/2008 07:57 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 11:02 AM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 09:58 AM	APRV
4	Purchasing Department	Marty Salazar	08/08/2008 10:46 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Marcie Jackson

Started On: 08/06/2008 04:49 PM

Final Approval Date: 08/08/2008

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #4**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State and the County executed an agreement on the 8th day of September 2002 to construct access roads in the County's colonias under terms of the first call of the Border Colonia Access Program; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items:

Article 9, Item c is voided in its entirety and replaced with the following:

Project is not let within six years and six months of the original execution of this agreement, or the Project is not completed within seven years and six months of the original execution of this agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County

By: _____
Honorable Juan D. Salinas

Printed Name

County Judge

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Mario Jorge, P.E.

District Engineer, Pharr District
Title

Date

For 01/01/08 - 01/31/09
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	.00	319.12	.00	.00	319.12	.00
8-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	.00	1,465.93	1,465.93	.00	.00	100.00
8-1310-431-00-121-175-0-731	PCT.1-V&C/R.CAVAZOS-ROADS	.00	1,587.94	.00	.00	1,587.94	.00
8-1310-431-00-121-344-0-731	PCT.1-AGUA DULCE/PALM-ROADS	.00	3,837.67	.00	.00	3,837.67	.00
8-1310-431-00-121-345-0-731	PCT.1-AGUA DULCE/EBONY-ROADS	.00	2,961.63	.00	.00	2,961.63	.00
8-1310-431-00-121-347-0-731	PCT.1-BAR 7-ROADS	.00	1,246.37	.00	.00	1,246.37	.00
8-1310-431-00-121-380-0-731	PCT.1-MESQUITE 1-ROADS	.00	6,189.75	.00	.00	6,189.75	.00
8-1310-431-00-121-393-0-731	PCT.1-R C BABB 4-ROADS	.00	349.42	.00	.00	349.42	.00
8-1310-431-00-121-394-0-312	PCT.1-RAMOSVILLE-INDIRECT COST	.00	1,002.12	.00	.00	1,002.12	.00
8-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	.00	266.50	.00	.00	266.50	.00
8-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	.00	751.59	.00	.00	751.59	.00
8-1310-431-00-121-394-0-731	PCT.1-RAMOSVILLE-ROADS	.00	23,032.79	.00	.00	23,032.79	.00
8-1310-431-00-121-397-0-312	PCT.1-SAENZ-INDIRECT COST	.00	7.65	.00	.00	7.65	.00
8-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	.00	403.10	.00	.00	403.10	.00
8-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	.00	1,068.69	.00	.00	1,068.69	.00
8-1310-431-00-121-397-0-731	PCT.1-SAENZ-ROADS	.00	30,958.35	.00	.00	30,958.35	.00
8-1310-431-00-121-400-0-312	PCT.1-SUNRISE-INDIRECT COST	.00	2,244.41	.00	.00	2,244.41	.00
8-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	.00	1,149.37	.00	.00	1,149.37	.00
8-1310-431-00-121-400-0-731	PCT.1-SUNRISE-ROADS	.00	6,136.65	.00	.00	6,136.65	.00
8-1310-431-00-121-401-0-312	PCT.1-SUNRISE HILL/J.OLIVAREZ-INDIRECT C	.00	2,201.80	.00	.00	2,201.80	.00
8-1310-431-00-121-401-0-334	PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	.00	571.06	.00	.00	571.06	.00
8-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	.00	1,591.14	.00	.00	1,591.14	.00
8-1310-431-00-121-401-0-731	PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS	.00	50,674.28	.00	.00	50,674.28	.00
8-1310-431-00-121-402-0-312	PCT.1-SUNRISE HILL/R.GUERRA-INDIRECT COS	.00	1,868.50	.00	.00	1,868.50	.00
8-1310-431-00-121-402-0-334	PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	.00	506.88	.00	.00	506.88	.00
8-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	.00	1,253.35	.00	.00	1,253.35	.00
8-1310-431-00-121-402-0-731	PCT.1-SUNRISE HILL/R.GUERRA-ROADS	.00	43,066.97	.00	.00	43,066.97	.00
8-1310-431-00-121-403-0-312	PCT.1-SUNRISE HILL/R.GONZALEZ-INDIRECT C	.00	1,868.50	.00	.00	1,868.50	.00
8-1310-431-00-121-403-0-334	PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	.00	506.88	.00	.00	506.88	.00
8-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	.00	1,253.35	.00	.00	1,253.35	.00
8-1310-431-00-121-403-0-731	PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS	.00	43,066.97	.00	.00	43,066.97	.00
8-1310-431-00-121-404-0-312	PCT.1-TROPICAL FARMS/SAM0A-INDIRECT COST	.00	3,064.34	.00	.00	3,064.34	.00

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1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-404-0-334	PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	.00	2,237.28	.00	.00	2,237.28	.00
8-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	.00	1,750.54	1,750.54	.00	.00	100.00
8-1310-431-00-121-404-0-731	PCT.1-TROPICAL FARMS/SAMOA-ROADS	.00	44,225.96	.00	.00	44,225.96	.00
8-1310-431-00-121-405-0-312	PCT.1-TROPICAL FARMS/TAHITI-INDIRECT COS	.00	3,064.37	.00	.00	3,064.37	.00
8-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	.00	1,379.08	1,379.08	.00	.00	100.00
8-1310-431-00-121-405-0-731	PCT.1-TROPICAL FARMS/TAHITI-ROADS	.00	34,932.73	.00	.00	34,932.73	.00
8-1310-431-00-121-412-0-731	PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS	.00	2,287.97	.00	.00	2,287.97	.00
8-1310-431-00-121-413-0-731	PCT.1-VILLA VERDE/CLAVEL-ROADS	.00	1,573.19	.00	.00	1,573.19	.00
8-1310-431-00-121-414-0-731	PCT.1-VILLA VERDE/PETUNIA-ROADS	.00	5,715.60	.00	.00	5,715.60	.00
8-1310-431-00-121-415-0-731	PCT.1-VILLA VERDE/24TH-ROADS	.00	930.78	.00	.00	930.78	.00
8-1310-431-00-121-416-0-731	PCT.1-VILLA VERDE/25TH-ROADS	.00	909.25	.00	.00	909.25	.00
8-1310-431-00-121-417-0-731	PCT.1-VILLA VERDE/TULIPANA-ROADS	.00	1,497.61	.00	.00	1,497.61	.00
8-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	.00	289.43	289.43	.00	.00	100.00
8-1310-431-00-121-437-0-731	PCT.1-BLANCA HEIGHTS-ROADS	.00	3,385.35	.00	.00	3,385.35	.00
8-1310-431-00-121-441-0-731	PCT.1-LA MESA-ROADS	.00	14,026.77	.00	.00	14,026.77	.00
8-1310-431-00-121-442-0-731	PCT.1-LA PALMA 1-ROADS	.00	3,511.08	.00	.00	3,511.08	.00
8-1310-431-00-121-446-0-731	PCT.1-LA QUINTA EST 2-ROADS	.00	2,323.09	.00	.00	2,323.09	.00
8-1310-431-00-121-447-0-731	PCT.1-LLANO GRANDE/LANTANA-ROADS	.00	4,685.32	.00	.00	4,685.32	.00
8-1310-431-00-121-449-0-731	PCT.1-LLANO GRANDE/PALMETTO-ROADS	.00	2,437.57	.00	.00	2,437.57	.00
8-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	.00	110.40	.00	.00	110.40	.00
8-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	.00	7.00	.00	.00	7.00	.00
8-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	.00	1,332.17	.00	.00	1,332.17	.00
8-1310-431-00-122-073-0-312	PCT.2-LOPEZVILLE/KENNEDY-INDIRECT COST	.00	297.94	.00	.00	297.94	.00
8-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	.00	2,726.56	.00	.00	2,726.56	.00
8-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	.00	2,781.78	.00	.00	2,781.78	.00
8-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	.00	1,817.43	.00	.00	1,817.43	.00
8-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	.00	3,782.71	.00	.00	3,782.71	.00
8-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	.00	1,254.55	.00	.00	1,254.55	.00
8-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	.00	2,257.79	.00	.00	2,257.79	.00
8-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	.00	2,002.44	.00	.00	2,002.44	.00
8-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	.00	8,566.04	.00	.00	8,566.04	.00

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1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	.00	2,909.21	.00	.00	2,909.21	.00
8-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	.00	10,902.41	.00	.00	10,902.41	.00
8-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	.00	2,071.97	.00	.00	2,071.97	.00
8-1310-431-00-122-079-0-731	PCT.2-PRIMAVERA 2/JESSICA-ROADS	.00	5,718.36	.00	.00	5,718.36	.00
8-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	.00	1,766.86	.00	.00	1,766.86	.00
8-1310-431-00-122-080-0-731	PCT.2-PRIMAVERA 2/ROSIE-ROADS	.00	6,125.36	.00	.00	6,125.36	.00
8-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	.00	2,410.09	.00	.00	2,410.09	.00
8-1310-431-00-122-490-0-731	PCT.2-ALAMO ORCHARDS-ROADS	.00	591.08	.00	.00	591.08	.00
8-1310-431-00-122-496-0-334	PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	.00	887.00	.00	.00	887.00	.00
8-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	.00	1,375.15	.00	.00	1,375.15	.00
8-1310-431-00-122-496-0-731	PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	.00	12,901.82	.00	.00	12,901.82	.00
8-1310-431-00-122-497-0-334	PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	.00	887.00	.00	.00	887.00	.00
8-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	.00	1,883.90	.00	.00	1,883.90	.00
8-1310-431-00-122-497-0-731	PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	.00	13,778.33	.00	.00	13,778.33	.00
8-1310-431-00-122-520-0-312	PCT.2-PLUMOSA VILLAGE-INDIRECT COST	.00	2,300.12	.00	.00	2,300.12	.00
8-1310-431-00-122-520-0-334	PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	.00	8,050.00	.00	.00	8,050.00	.00
8-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	.00	2,972.10	.00	.00	2,972.10	.00
8-1310-431-00-122-520-0-731	PCT.2-PLUMOSA VILLAGE-ROADS	.00	75,900.00	.00	.00	75,900.00	.00
8-1310-431-00-122-520-0-899	PCT.2-PLUMOSA VILLAGE-UNDIST	.00	8,185.10	.00	.00	8,185.10	.00
8-1310-431-00-122-535-0-334	PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	.00	3,967.50	.00	.00	3,967.50	.00
8-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	.00	5,146.08	.00	.00	5,146.08	.00
8-1310-431-00-122-536-0-334	PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	.00	3,081.00	.00	.00	3,081.00	.00
8-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	.00	2,266.47	.00	.00	2,266.47	.00
8-1310-431-00-122-544-0-312	PCT.2-TIERRA BONITA/MARIE CIR S-INDIRECT	.00	1,198.55	.00	.00	1,198.55	.00
8-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	.00	3,488.87	.00	.00	3,488.87	.00
8-1310-431-00-122-544-0-731	PCT.2-TIERRA BONITA/MARIE CIR S-ROADS	.00	35,701.39	.00	.00	35,701.39	.00
8-1310-431-00-122-547-0-312	PCT.2-WHITewing/DOVE-INDIRECT COST	.00	772.12	.00	.00	772.12	.00
8-1310-431-00-122-547-0-339	PCT.2-WHITewing/DOVE-OTHER PROF SRV	.00	2,751.80	.00	.00	2,751.80	.00
8-1310-431-00-122-547-0-731	PCT.2-WHITewing/DOVE-ROADS	.00	4,103.30	.00	.00	4,103.30	.00
8-1310-431-00-122-548-0-312	PCT.2-WHITewing/PELICAN-INDIRECT COST	.00	772.12	.00	.00	772.12	.00
8-1310-431-00-122-548-0-339	PCT.2-WHITewing/PELICAN-OTHER PROF SRV	.00	3,477.51	.00	.00	3,477.51	.00
8-1310-431-00-122-548-0-731	PCT.2-WHITewing/PELICAN-ROADS	.00	94.90	.00	.00	94.90	.00

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1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-123-056-0-334	PCT.3-CARLOS ACRES-ENG&ARCH SRV	.00	3,054.93	3,054.93	.00	.00	100.00
8-1310-431-00-123-061-0-312	PCT.3-HILDA/ESTER-INDIRECT COST	.00	402.28	.00	.00	402.28	.00
8-1310-431-00-123-061-0-334	PCT.3-HILDA/ESTER-ENG&ARCH SRV	.00	1,047.95	1,047.95	.00	.00	100.00
8-1310-431-00-123-061-0-339	PCT.3-HILDA/ESTER-OTHER PROF SRV	.00	3,433.02	1,255.22	2,177.80	.00	100.00
8-1310-431-00-123-061-0-731	PCT.3-HILDA/ESTER-ROADS	.00	99,642.71	.00	99,642.71	.00	100.00
8-1310-431-00-123-062-0-312	PCT.3-LA PALMA-INDIRECT COST	.00	1,500.00	.00	.00	1,500.00	.00
8-1310-431-00-123-062-0-334	PCT.3-LA PALMA-ENG&ARCH SRV	.00	1,437.46	1,437.46	.00	.00	100.00
8-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	.00	3,792.52	1,618.39	1,709.93	464.20	87.76
8-1310-431-00-123-062-0-731	PCT.3-LA PALMA-ROADS	.00	99,742.32	1,310.92	92,274.48	6,156.92	93.83
8-1310-431-00-123-063-0-334	PCT.3-LOS EBANOS-ENG&ARCH SRV	.00	5,192.48	5,192.48	.00	.00	100.00
8-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	.00	4,186.73	4,186.73	.00	.00	100.00
8-1310-431-00-123-065-0-312	PCT.3-N COUNTRY EST/DIOSA-INDIRECT COST	.00	1,078.54	.00	.00	1,078.54	.00
8-1310-431-00-123-065-0-334	PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV	.00	352.37	352.37	.00	.00	100.00
8-1310-431-00-123-065-0-731	PCT.3-N COUNTRY EST/DIOSA-ROADS	.00	50,054.18	.00	.00	50,054.18	.00
8-1310-431-00-123-066-0-312	PCT.3-N COUNTRY EST 2/EARTH-INDIRECT COS	.00	1,013.86	.00	.00	1,013.86	.00
8-1310-431-00-123-066-0-334	PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV	.00	352.37	352.37	.00	.00	100.00
8-1310-431-00-123-066-0-731	PCT.3-N COUNTRY EST 2/EARTH-ROADS	.00	50,054.17	.00	.00	50,054.17	.00
8-1310-431-00-123-462-0-312	PCT.3-BASHAM 16/EXT CO RD-INDIRECT COST	.00	553.18	.00	.00	553.18	.00
8-1310-431-00-123-462-0-334	PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV	.00	617.02	617.02	.00	.00	100.00
8-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	.00	2,198.70	.00	.00	2,198.70	.00
8-1310-431-00-123-462-0-731	PCT.3-BASHAM 16/EXT CO RD-ROADS	.00	61,989.55	.00	.00	61,989.55	.00
8-1310-431-00-123-465-0-312	PCT.3-CARLOS LEAL 2-INDIRECT COST	.00	3,450.32	.00	.00	3,450.32	.00
8-1310-431-00-123-465-0-334	PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	.00	1,998.33	1,998.33	.00	.00	100.00
8-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	.00	4,087.31	.00	.00	4,087.31	.00
8-1310-431-00-123-465-0-731	PCT.3-CARLOS LEAL 2-ROADS	.00	136,828.19	.00	.00	136,828.19	.00
8-1310-431-00-123-478-0-731	PCT.3-PALM LAKE 2/JUAREZ-ROADS	.00	63,390.90	.00	.00	63,390.90	.00
8-1310-431-00-123-479-0-731	PCT.3-PALM LAKE 2/KANTONIL-ROADS	.00	74,680.47	.00	.00	74,680.47	.00
8-1310-431-00-123-489-0-312	PCT.3-VALES-INDIRECT COST	.00	1,188.90	.00	.00	1,188.90	.00
8-1310-431-00-123-489-0-339	PCT.3-VALES-OTHER PROF SRV	.00	1,009.44	.00	.00	1,009.44	.00
8-1310-431-00-124-081-0-334	PCT.4-ACACIA-ENG&ARCH SRV	.00	560.28	560.28	.00	.00	100.00
8-1310-431-00-124-082-0-312	PCT.4-ADAM LEE-INDIRECT COST	.00	361.27	.00	.00	361.27	.00
8-1310-431-00-124-083-0-312	PCT.4-AUSTIN GARDENS/FONTANA-INDIRECT CO	.00	141.84	.00	.00	141.84	.00

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1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-124-084-0-312	PCT.4-AUSTIN GARDENS/HIGHLAND-INDIRECT C	.00	151.14	.00	.00	151.14	.00
8-1310-431-00-124-085-0-312	PCT.4-AUSTIN GARDENS/SHARON-INDIRECT COS	.00	195.40	.00	.00	195.40	.00
8-1310-431-00-124-086-0-334	PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	.00	280.30	280.30	.00	.00	100.00
8-1310-431-00-124-087-0-334	PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	.00	280.30	280.30	.00	.00	100.00
8-1310-431-00-124-088-0-334	PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	.00	278.29	278.29	.00	.00	100.00
8-1310-431-00-124-089-0-334	PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	.00	323.44	323.44	.00	.00	100.00
8-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	.00	323.44	323.44	.00	.00	100.00
8-1310-431-00-124-091-0-312	PCT.4-COTTONWOOD-INDIRECT COST	.00	584.48	.00	.00	584.48	.00
8-1310-431-00-124-092-0-312	PCT.4-EL SECO/NADIA-INDIRECT COST	.00	153.35	.00	.00	153.35	.00
8-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	.00	253.29	253.29	.00	.00	100.00
8-1310-431-00-124-092-0-731	PCT.4-EL SECO/NADIA-ROADS	.00	186.69	.00	.00	186.69	.00
8-1310-431-00-124-093-0-312	PCT.4-EL SECO/OKEECHOBEE-INDIRECT COST	.00	371.21	.00	.00	371.21	.00
8-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	.00	123.86	123.86	.00	.00	100.00
8-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	.00	140.23	140.23	.00	.00	100.00
8-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	.00	140.23	140.23	.00	.00	100.00
8-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	.00	140.23	140.23	.00	.00	100.00
8-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	.00	327.79	327.79	.00	.00	100.00
8-1310-431-00-124-101-0-312	PCT.4-IMPERIAL-INDIRECT COST	.00	113.18	.00	.00	113.18	.00
8-1310-431-00-124-101-0-731	PCT.4-IMPERIAL-ROADS	.00	1,375.04	.00	.00	1,375.04	.00
8-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	.00	402.28	402.28	.00	.00	100.00
8-1310-431-00-124-103-0-312	PCT.4-MEADOW LANDS/TERRY-INDIRECT COST	.00	479.58	.00	.00	479.58	.00
8-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	.00	170.86	170.86	.00	.00	100.00
8-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	.00	611.93	610.65	.00	1.28	99.79
8-1310-431-00-124-103-0-899	PCT.4-MEADOW LANDS/TERRY-UNDIST	.00	310.95	.00	.00	310.95	.00
8-1310-431-00-124-104-0-312	PCT.4-MEADOW LANDS/MEADOW-INDIRECT COST	.00	459.79	.00	.00	459.79	.00
8-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	.00	466.59	466.59	.00	.00	100.00
8-1310-431-00-124-104-0-731	PCT.4-MEADOW LANDS/MEADOW-ROADS	.00	1,597.50	.00	.00	1,597.50	.00
8-1310-431-00-124-105-0-312	PCT.4-MEADOW LANDS/PRARIE-INDIRECT COST	.00	451.53	.00	.00	451.53	.00
8-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	.00	364.09	364.09	.00	.00	100.00
8-1310-431-00-124-105-0-731	PCT.4-MEADOW LANDS/PRARIE-ROADS	.00	2,767.50	.00	.00	2,767.50	.00
8-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	.00	89.91	89.91	.00	.00	100.00

For 01/01/08 - 01/31/09
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-124-106-0-731	PCT.4-MURILLO/NORTH-ROADS	.00	2,204.00	.00	.00	2,204.00	.00
8-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	.00	165.72	165.72	.00	.00	100.00
8-1310-431-00-124-107-0-731	PCT.4-MURILLO/SOUTH-ROADS	.00	688.93	.00	.00	688.93	.00
8-1310-431-00-124-107-0-899	PCT.4-MURILLO/SOUTH-UNDIST	.00	8.18	.00	.00	8.18	.00
8-1310-431-00-124-111-0-312	PCT.4-SANDY/FIRST-INDIRECT COST	.00	30.35	.00	.00	30.35	.00
8-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	.00	18.18	.00	.00	18.18	.00
8-1310-431-00-124-112-0-312	PCT.4-SANDY/SECOND-INDIRECT COST	.00	950.47	.00	.00	950.47	.00
8-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	.00	838.72	.00	.00	838.72	.00
8-1310-431-00-124-113-0-312	PCT.4-SEMINARY EST-INDIRECT COST	.00	428.54	.00	.00	428.54	.00
8-1310-431-00-124-113-0-334	PCT.4-SEMINARY EST-ENG&ARCH SRV	.00	298.28	298.28	.00	.00	100.00
8-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	.00	353.63	353.63	.00	.00	100.00
8-1310-431-00-124-113-0-731	PCT.4-SEMINARY EST-ROADS	.00	1,948.60	.00	.00	1,948.60	.00
8-1310-431-00-124-114-0-312	PCT.4-SIMPATICO ACRES-INDIRECT COST	.00	787.28	.00	.00	787.28	.00
8-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	.00	9.00	.00	.00	9.00	.00
8-1310-431-00-124-115-0-312	PCT.4-SUMMERWOOD/ALBERTO-INDIRECT COST	.00	94.73	.00	.00	94.73	.00
8-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	.00	76.80	76.80	.00	.00	100.00
8-1310-431-00-124-115-0-731	PCT.4-SUMMERWOOD/ALBERTO-ROADS	.00	14.66	.00	.00	14.66	.00
8-1310-431-00-124-116-0-312	PCT.4-SUMMERWOOD/BERMEA-INDIRECT COST	.00	614.50	.00	.00	614.50	.00
8-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	.00	130.36	.00	.00	130.36	.00
8-1310-431-00-124-116-0-731	PCT.4-SUMMERWOOD/BERMEA-ROADS	.00	20.87	.00	.00	20.87	.00
8-1310-431-00-124-117-0-312	PCT.4-TOWNE EAST-INDIRECT COST	.00	629.22	.00	.00	629.22	.00
8-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	.00	13.00	13.00	.00	.00	100.00
8-1310-431-00-124-118-0-312	PCT.4-TROPICANA-INDIRECT COST	.00	446.29	.00	.00	446.29	.00
8-1310-431-00-124-459-0-312	PCT.4-RANCHO NUEVO/E BARRADA-INDIRECT CO	.00	707.67	.00	.00	707.67	.00
8-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	.00	474.47	448.79	.00	25.68	94.59
8-1310-431-00-124-459-0-899	PCT.4-RANCHO NUEVO/E BARRADA-UNDIST	.00	34.82	.00	.00	34.82	.00
8-1310-431-00-124-460-0-334	PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	.00	30.51	30.51	.00	.00	100.00
8-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	.00	262.37	262.37	.00	.00	100.00
1310 BORDER COLONIA ACCESS PROGRAM		.00	1,328,598.46	34,234.31	195,804.92	1,098,559.23	17.31
8 YEAR		.00	1,328,598.46	34,234.31	195,804.92	1,098,559.23	17.31

AI-10518

14.A.

**Appointment of Board Member.
CC REGULAR**

Date: 08/12/2008
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joseph Palacios
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Appointment of Gerardo Latigo for Board Member to the Emergency Service District #1.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Appointment of board member does not require funding as of 8-7-08. No budgetary impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/07/2008 07:57 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/07/2008 08:00 AM	APRV
3	Auditor's Office	Linda Fong	08/07/2008 10:00 AM	APRV
4	Purchasing Department	Marty Salazar	08/07/2008 11:58 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:05 PM	APRV

Form Started By: Noe Montez
Started On: 08/06/2008 05:28 PM

Final Approval Date: 08/07/2008

AI-10525

14.B.

**Interlocal Agreement City of Mercedes
CC REGULAR**

Date: 08/12/2008
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joseph Palacios
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Approval of Interlocal Cooperation Agreement between Hidalgo County Pct. 1 and the City of Mercedes for road system improvements.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact to Co. Please refer to sections 5 & 6. City of Mercedes is responsible for all costs associated with the street & road system improvement projects. The City agrees to reimburse the Co. for costs of personnel and equipment utilized for this project as specified in Exhibit A.

Attachments

Link: [interlocal agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/07/2008 02:56 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/07/2008 03:42 PM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 10:07 AM	APRV
4	Ivan Cantu	Ivan Cantu	08/08/2008 10:31 AM	APRV
5	Auditor's Office	Linda Fong	08/08/2008 04:50 PM	APRV
6	Purchasing Department		08/08/2008 05:09 PM	NEW

Form Started By: Noe Montez
Started On: 08/07/2008 11:19 AM

Final Approval Date: 08/08/2008

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION
AGREEMENT BETWEEN HIDALGO COUNTY
AND CITY OF MERCEDES, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2008 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County," and **CITY OF MERCEDES** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, County is a county created in Texas;

WHEREAS, City is a home rule city located in Texas;

WHEREAS, City pursuant to its statutory and constitutional authority, is responsible for facilitating the vehicular transportation within and around the City of Mercedes, Texas; and

WHEREAS, the City and the County through Precinct No. 1, desire to facilitate vehicular traffic and improve the road system for safe transportation within the city limits of City;

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City shall contract to obtain engineering design for the street improvements and shall be responsible for supervision of all phases of the design of the street improvements.
2. The City shall be responsible for any and all engineering necessary for the street improvements, including but not limited to any internal or third party contracts for engineering services.
3. The City shall be responsible for all materials necessary to complete the street improvements.
4. County, through Precinct No. 1, shall provide the equipment and personnel necessary to complete the street improvements as described herein on an as-needed basis. The County shall make equipment and personnel available to City only so long as such equipment and personnel are readily available and not

infringing or delaying any existing County projects in which the equipment and personnel may be needed.

5. City agrees to reimburse County at County's cost for the use of the equipment and personnel on an hourly basis as described in Exhibits "A" and City further agrees to make such payments to County within thirty (30) days of receipt of invoices from County.
6. The parties agree that all other costs associated with the street improvements shall be the responsibility of the City and not the County.
7. Term. The term of this Agreement shall be for one (1) year with the option to review for five (5) additional one year terms upon the same terms and conditions described herein except that the prices in Exhibit "A" are subject to change as defined in paragraph 9 herein.
8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
9. The costs described in Exhibit "A" are subject to change at any time when costs change to the County at which time the City may either accept or reject the new pricing. If the City rejects the new pricing proposed by the County for Exhibit "A", this Agreement shall terminate effective immediately.
10. **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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
11. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

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

If to County: Hidalgo County
Attention: J.D. Salinas III, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

15. **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.
16. **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.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **Gender and Number.** All pronouns used in this Agreement shall include the other

gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

20. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MERCEDES

By: _____
Mayor

Attest:

City Secretary

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

Attest:

By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit "A"

Reimbursement Rates for Usage Of County Equipment & Labor

County Equipment

1. Smooth Drum Vibratory	\$ 47.02 / Hr.
2. Double Drum Vibratory	\$ 56.00 / Hr.
3. 2001 Nine Wheel Pneumatic Roller	\$ 30.18 / Hr.
4. Water Truck	\$ 21.83 / Hr.
5. Motorgrader	\$ 69.97 / Hr.
6. Back-hoe Loader	\$ 27.74 / Hr.
7. Dump Truck	\$ 44.44 / Hr.
8. 18 Wheel Transport	\$ 31.75 / Hr.
9. Paver	\$140.48 / Hr.
10. Double Drum Steel Roller	\$ 33.83 / Hr.

County Labor

1. Paving Supervisor	\$ 16.77 / Hr.
2. Heavy Equipment Operator I	\$ 15.04 / Hr.
3. Heavy Equipment Operator II	\$ 13.98 / Hr.
4. Heavy Equipment Operator III	\$ 17.41 / Hr.
5. Truck Driver I	\$ 11.34 / Hr.
6. Truck Driver II	\$ 10.08 / Hr.
7. Maintenance I	\$ 10.69 / Hr.
8. Maintenance II	\$ 12.87 / Hr.
9. Maintenance III	\$ 15.04 / Hr.
10. Safety Coordinator	\$ 16.77 / Hr.

County Material

1. MS-1 Emulsion Asphalt	\$ 2.40 / Gallon
2. Flexible Base Material Type D, Grade 6	\$ 2.50 / Per Ton
3. Evoluer 4-4	\$ 17.35 / Gallon
4. Mosquito Briquets	\$ 10.90 / Packet
	\$ 54.50 / Case (5/20Ct)

County Service

30yd Roll-Off Container for Trash

Miles and Diesel Rates	\$ 36.15
To Deliver Hauling Rental	\$ 79.09 two days rental
Driver for 3 hr	\$ 30.24 for taking and picking-up container
Disposal Fees \$29.82 per ton	\$ <u>89.46</u> @ three tons average
	\$234.94 Total

30yd Roll-Off Container for Tires

Miles and Diesel Rates	\$ 36.15
To Deliver Hauling Rental	\$ 79.09 two days rental
Driver for 3 hr	\$ 30.24 for taking and picking-up container
Disposal Fee	\$ <u>275.00</u> average of tire that fit in the container is 275
	\$420.48 Total

30yd Roll-Off Container for Construction

Miles and Diesel Rates	\$ 36.15
To Deliver Hauling Rental	\$ 79.09 two days rental
Driver for 3 hr	\$ 30.24 for taking and picking-up container
Disposal Fee \$29.82 per ton	\$ <u>149.10</u> @ five tons average
	\$294.58 Total

Water Pumps

1.	2" with hoses	\$ 51.30 / daily rate
2.	3" with hoses	\$ 62.70 / daily rate
3.	4" with hoses	\$104.88 / daily rate

AI-10547

14.C.

**Deletion and Creation of Position
CC REGULAR**

Date: 08/12/2008

Submitted By: Mary Ybarra, COMM. PCT. #1

Submitted For: Mary Ybarra

Department: COMM. PCT. #1

Agenda Area: Precinct #1

Information

CAPTION

Sanitation:

1. Approval to delete one (1) vacant Truck Driver I position, slot no. 121-0001-0020 budgeted at \$20,345.00 per year.
2. Approval to create one (1) permanent full time Truck Driver III position, slot no. 121-001-0024 budgeted at \$23,000.00 per year.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-068-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from deletion of position.

Difference to be funded from General Fund/ Co Wide Contingency (available balance as of 08/08/2008). RC

Attachments

Link: [Job Description](#)

Link: [revised salary schedules](#)

Link: [LOT](#)

Link: [PARS](#)

Link: [Fiscal Note](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 09:31 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	08/08/2008 01:34 PM	APRV
3	Damaris San Miguel		08/08/2008 05:09 PM	NEW

Form Started By: Mary Ybarra

Started On: 08/08/2008 09:24 AM

Final Approval Date: 08/08/2008



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:

PRECINCT 1

CURRENT POSITION TITLE:

~~TRUCK DRIVER I~~ *Pe*

REQUESTED POSITION TITLE:

(For new positions or reclassifications)

TRUCK DRIVER III

DATE:

AUGUST 8, 2008

CURRENT SLOT. #:

001-020

REQUEST FOR:

☒ New Position

☐ Temporary Position

☐ Position Reclassification*

☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ 20,345.00

Current Budgeted Salary

\$ 23,000.00

Proposed Budgeted Salary

\$ 2,655.00

Net Change

Position to be funded from one of the following:

☒ Current Department Budget

☐ Annual Budget Cycle

☐ Will Require Additional Funds

pe ☒ Other Partial funding from deletion of Position (slot no. 121-000-0000)
& Co wide Contingency.

POSITION Type:

Full Time Employee
Object 113

☒

Part Time Employee
Object 114

☐

Full Time Temporary
Object 121

☐

Part Time Temporary
Object 122

☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

Start Date

End Date

Working Days & Hours

Hours Per Week

Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:

Exempt

☐

FLSA:

Exempt

☐

Non-Exempt

☒

Non-Exempt

☒

N/A

☐

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

This will be a responsible position that will involve minimal instruction or
supervision, a skilled labor involved in the operation of large-class trucks within
the County. Will also be able to operate various equipment that require a valid
Texas Drivers License, Class A, to better assist in the daily operations of the
Precinct.

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

This position will assure that the required drivers licence certification is maintained to be able to assist in various job tasks and assist to better service in the Precinct.

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

N/A

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

N/A

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

New employee will also have the ability to operate various equipment including backhoes, front-end loaders and compactors.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Cheryl A. Standy 8/08/08
DEPARTMENT HEAD DATE
2. _____ DATE
HUMAN RESOURCES DIRECTOR
3. _____ DATE
DEPARTMENT OF BUDGET & MANAGEMENT
4. _____ DATE
COMMISSIONERS COURT APPROVAL

FUNDING AVAILABLE IN DEPT. BUDGET

☒ YES ☐ NO

PERSONNEL PROCEDURES COMPLETED

☐ YES ☐ NO

BUDGET PROCEDURES COMPLETED

☐ YES ☐ NO

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

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

AI-10547

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ADMINISTRATIVE ASSISTANT	\$42,330.00	\$0.00	\$42,330.00	0.04	\$1,693.00	\$0.00	\$44,023.00	\$44,023.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,563.00
0002	113	ENFORCEMENT OFFICER	\$41,409.00	\$0.00	\$41,409.00	0.04	\$1,656.00	\$0.00	\$43,065.00	\$43,065.00	\$420.00	\$0.00	\$5,794.00	\$0.00	\$0.00	\$49,279.00
0003	113	DEPUTY CONSTABLE STEP II	\$34,060.00	\$5,270.00	\$39,330.00	0	\$0.00	\$0.00	\$39,330.00	\$39,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,330.00
0004	113	A/P CLERK	\$31,884.00	\$0.00	\$31,884.00	0.04	\$1,275.00	\$0.00	\$33,159.00	\$33,159.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,159.00
0005	113	MAINTENANCE III	\$30,305.00	\$0.00	\$30,305.00	0.04	\$1,212.20	\$0.00	\$31,517.00	\$31,517.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,877.00
0006	113	TRUCK DRIVER III	\$28,120.00	\$0.00	\$28,120.00	0.04	\$1,124.80	\$0.00	\$29,245.00	\$29,245.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,845.00
0007	113	HEAVY EQUIPMENT OPERATOR I	\$25,942.00	\$0.00	\$25,942.00	0.04	\$1,038.00	\$0.00	\$26,980.00	\$26,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,980.00
0008	113	TRCK DRIVER III	\$24,552.00	\$0.00	\$24,552.00	0.04073	\$1,000.00	\$0.00	\$25,552.00	\$25,552.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,552.00
0009	113	ATTENDANT	\$24,245.00	\$0.00	\$24,245.00	0.04125	\$1,000.00	\$0.00	\$25,245.00	\$25,245.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,245.00
0010	113	TRCK DRIVER II	\$23,334.00	\$0.00	\$23,334.00	0.04286	\$1,000.00	\$0.00	\$24,334.00	\$24,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,334.00
0011	113	Truck Driver III	\$23,000.00	\$0.00	\$23,000.00	0.04348	\$1,000.00	\$0.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0012	113	MAINTENANCE II	\$22,236.00	\$0.00	\$22,236.00	0.04497	\$1,000.00	\$0.00	\$23,236.00	\$23,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,236.00
0013	113	MAINTENANCE II	\$22,236.00	\$0.00	\$22,236.00	0.04497	\$1,000.00	\$0.00	\$23,236.00	\$23,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,236.00
0014	113	MAINTENANCE I	\$21,350.00	\$0.00	\$21,350.00	0.04684	\$1,000.00	\$0.00	\$22,350.00	\$22,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,350.00
0015	113	MAINTENANCE I	\$21,350.00	\$0.00	\$21,350.00	0.04684	\$1,000.00	\$0.00	\$22,350.00	\$22,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,350.00
0016	113	MAINTENANCE I	\$21,350.00	\$0.00	\$21,350.00	0.04684	\$1,000.00	\$0.00	\$22,350.00	\$22,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,350.00
0017	113	ATTENDANT	\$20,985.00	\$0.00	\$20,985.00	0.04765	\$1,000.00	\$0.00	\$21,985.00	\$21,985.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,945.00
0018	113	ATTENDANT	\$19,345.00	\$0.00	\$19,345.00	0.05169	\$1,000.00	\$0.00	\$20,345.00	\$20,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,345.00
0019	113	ATTENDANT	\$19,345.00	\$0.00	\$19,345.00	0.05169	\$1,000.00	\$0.00	\$20,345.00	\$20,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,345.00
		DELETE ↓ ↓														
~~0020~~	~~113~~	~~TRCK DRIVER I~~	~~\$19,345.00~~	~~\$0.00~~	~~\$19,345.00~~	~~0.05169~~	~~\$1,000.00~~	~~\$0.00~~	~~\$20,345.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~
0021	113	ADMIN SECRETARY	\$32,000.00	\$0.00	\$32,000.00	0.04	\$1,280.00	\$0.00	\$33,280.00	\$33,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,280.00
T022	121	TRUCK DRIVER III	\$0.00	\$24,960.00	\$24,960.00	0	\$0.00	\$0.00	\$24,960.00	\$24,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,960.00
0023	113	HEAVY EQUIPMENT OPERATOR II	\$0.00	\$26,000.00	\$26,000.00	0	\$0.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		NEW POSITION ↓ ↓														
0024	113	TRUCK DRIVER III	\$0.00	\$23,000.00	\$23,000.00	0	\$0.00	\$0.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$529,378.00	\$79,230.00	\$608,608.00		\$21,279.00	\$0.00	\$629,887.00	\$580,887.00	\$2,880.00	\$0.00	\$5,794.00	\$0.00	\$0.00	\$589,561.00

Approval to delete one (1) vacant Truck Driver I position, slot no. 121-0001-0020 budgeted at \$20,345.00 per year and approval create one (1) Truck Driver III position, slot no. 121-001-0024 budgeted at \$23,000.00 per year, pending CC approval.



Letter of Transmittal
HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, August 08, 2008

To: Esther Cortez, Human Resources
Director

From: Valde Guerra
Commissioner Court Executive Officer

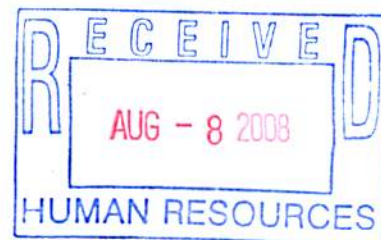
Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. review and approval. Please return original document with corresponding signature of approval.

AI: 10547

C.C. Date: 08/08/08

Dept: PRECINCT NO. 1- SANITATION

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.



Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Adm.

Date: 08-08-08

Time: 4:05



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name

PRECINCT 1

DATE: Enter Date

8/08/2008

CURRENT POSITION TITLE: Enter position Title

TRUCK DRIVER I

CURRENT SLOT #: Enter current

001-020

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

~~TRUCK DRIVER III~~ *PC*

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount: \$ 20,345.00 \$ -0- \$ -0-
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Other N/A

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:

N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:

Exempt

☐

FLSA:

Exempt

☐

Non-Exempt

☒

Non-Exempt

☒

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

Position will be upgraded to a Truck Driver III, due to the high demand of servicing all of Precinct 1. New position will operate large-class trucks and various equipment that require Class A drivers license, which old position was not qualified for.

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

N/A

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

The duties of new position reclassification will be also increase. Duties will also involve operating heavy equipment such as backhoes, front end loaders, and compactors.

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

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. <u>Sylvia A. Handy</u> <u>8/08/08</u>	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES ☐ NO
DEPARTMENT HEAD		
2. <u>Sylvia Rio</u> <u>08-08-08</u>	PERSONNEL PROCEDURES COMPLETED	☒ YES ☐ NO
HUMAN RESOURCES DIRECTOR		
3. <u>Kate Riley</u> <u>8/8/2008</u>	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
DEPARTMENT OF BUDGET & MANAGEMENT		
4. _____	COMMISSIONERS COURT APPROVAL	DATE



DATE:

AUGUST 8, 2008

CURRENT SLOT. #:

001-~~020~~-0024

(For new positions or reclassifications) TRUCK DRIVER III

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

Salary Amount:	\$ 20,345.00	\$ 23,000.00	\$ 2,655.00
	<u>Current Budgeted Salary</u>	<u>Proposed Budgeted Salary</u>	<u>Net Change</u>

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

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

Personnel Adjustment Request Form
Revised: 8/2/2007

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

This position will assure that the required drivers licence certification is maintained to be able to assist in various job tasks and assist to better service in the Precinct.

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

N/A

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

N/A

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

New employee will also have the ability to operate various equipment including backhoes, front-end loaders and compactors.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Chylinda D. Handy 8/08/08
TREASURER/CHIEF OF POLICE DATE
2. Bulmar Rios 08-08-08
HUMAN RESOURCES DIRECTOR DATE
3. David Siles 8/8/08
DEPARTMENT OF BUDGET & MANAGEMENT DATE
4. _____ DATE
COMMISSIONERS COURT APPROVAL

FUNDING AVAILABLE IN DEPT. BUDGET

☒ YES ☐ NO

PERSONNEL PROCEDURES COMPLETED

☒ YES ☐ NO

BUDGET PROCEDURES COMPLETED

☒ YES ☐ NO

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: Friday, August 08, 2008

Agenda Item: 10547

Summary of request/proposal:

The Commissioner Percicnt No. 1 office is requesting approval to delete one (1) vacant Truck Driver I position, slot no. 121-0001-0020 budgeted at \$20,345.00 per year and approval to create one (1) Truck Driver III position, slot no. 121-001-0024 budgeted at \$23,000.00 per year for the Sanitation department.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary	Total Requested
					Requested	
1100	TRUCK DRIVER I	0020	113	20,345.00	0.00	-20,345.00
1100	TRUCK DRIVER III	0024	113	0.00	23,000.00	23,000.00
				20,345.00	23,000.00	2,655.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-432-00-121-001-0-	113	SANITATION PCT.1	PERM. FULL TIME EMP.	\$1,053.89
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	\$80.62
8-1100-432-00-121-001-0-	230	SANITATION PCT.1	RETIREMENT	\$92.53
8-1100-432-00-121-001-0-	250	SANITATION PCT.1	UNEMPLOYMENT COMP	\$5.27
8-1100-432-00-121-001-0-	260	SANITATION PCT.1	WORKER'S COMP	\$111.61
2008 Budgetary Impact				\$1,343.92

2009 Budgetary Impact: \$3,385.66

Possible Funding Sources: General Fund/Co. Wide Contingency

Budget Office Recommendation:

AI-10499
Transfer
CC REGULAR

15.A.

Date: 08/12/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interfund transfer from Precinct 3 - Paved/Unpaved Roads (1203) to TXDOT - U.S. 83 Illumination (1315) in the amount of \$1,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 8-1203-431-00-123-005-0-890

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$12,091.01 available balance as of 08-12-2008

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 04:07 PM	APRV
2	Rey Salazar	Rey Salazar	08/08/2008 10:54 AM	APRV
3	Sergio Cruz	Sergio Cruz	08/08/2008 11:00 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 01:30 PM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Norma Ceballos
Started On: 08/06/2008 03:53 PM

Final Approval Date: 08/08/2008

DATE: August 12, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT FOR
PRECINCT 3 - PAVED/UNPAVED ROADS / TXDOT ILLUMINATION

SUBJECT: **Inter-fund 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
8-1203-431-00-123-005-0- 890	PCT.3 P/U RD-OTHER	(1,000.00)
8-1203-491-01-000-315-0- 891	TRANSFER OUT	1,000.00
8-1315-391-01-000-203-0- 000	TRANSFER IN	1,000.00
8-1315-431-00-123-030-0- 841	TXDOT-US83 ILLUMINATION-AID TO GOVT AGENCY	1,000.00
TOTAL BUDGET INCREASE (DECREASE)		1,000.00

REASON: TO FUND REPAIR AND MAINTENANCE SERVICES FOR ILLUMINATION ALONG US 83.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-10529

16.A.6.

**Approval/Ratification of Short Term Lease of Space to FEMA - Pct. 2
CRC**

CC REGULAR

Date: 08/12/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Pursuant to the federal, state and county "Declarations of Emergency" due to Hurricane Dolly and it's aftermath, requesting ratification and/or approval (whichever applicable) of a short term thirty (30) day Lease between Hidalgo County (office space in Pct. #2- located at the North San Juan Community Center-509 E. Earling, Pharr, Texas) and U.S. Governmentof (FEMA).

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Lease will result in revenue of #3,000.00

Attachments

Link: [10529](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/07/2008 01:30 PM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:55 PM	APRV
3	Dale Kennan	Dale Kennan	08/07/2008 02:24 PM	APRV
4	Purchasing Department (Originator)	Nielda Cavazos	08/07/2008 02:27 PM	APRV
5	Auditor's Office	Linda Fong	08/08/2008 10:16 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Marty Salazar

Started On: 08/07/2008 12:03 PM

Final Approval Date: 08/08/2008

PART II - OFFER (To be completed by Offeror/Owner)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

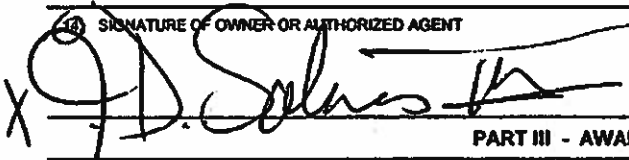
5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) NORTH SAN JUAN COMMUNITY CENTER 509 E. EARLING SAN JUAN, TX		6. LOCATION(S) IN BUILDING	
		a. FLOOR(S)	b. ROOM NUMBER(S) E-112, E-113, B-106
		c. RENTABLE SQ. FT. 2600	d. TYPE ☒ GENERAL OFFICE ☒ OTHER (Specify) ☐ WAREHOUSE <u>MULTI-PURPOSE</u>

B. TERM

To have and to hold, for the term commencing on 8-8-08 and continuing through 9-7-08, inclusive. The Government may terminate this lease at any time on or after 8-15-08, by giving at least 1 day ~~30~~ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT \$ _____ 8. RATE PER MONTH <u>\$ 3,000.</u>	9. MAKE CHECKS PAYABLE TO (Name and address) HIDALGO COUNTY 301 E. STATE ST PHARR, TX 78577
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.) HIDALGO COUNTY 301 E. STATE ST PHARR, TX 78577	
10b. TELEPHONE NUMBER OF OWNER () _____	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING ☐ OWNER ☐ AUTHORIZED AGENT ☐ OTHER (Specify)
12. NAME OF OWNER OR AUTHORIZED AGENT	
13. TITLE OF PERSON SIGNING	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE _____
16. OFFER REMAINS OPEN UNTIL 4:30 P.M. (Date)	

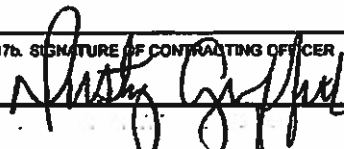
PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

- Attachment No. 1, Special Requirement's to Lease (2 pages)
- Attachment No. 2, Janitorial Requirement's (1 page)
- Attachment No. 3, Floor Plan (1 page)
- Attachment No. 4, Legal Description (1 page)

The Government shall have the right to make alterations to the leased premises.

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) Dusty Griffith	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE <u>8-7-08</u>

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

LEASE NUMBER
FEMA - DR#1780TX

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 2600 rentable square feet of Office and related space located in San Juan for a term of 1 months, 6 months firm. Rentable space must yield a range or 2500 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS _____.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending 12 hours per day including Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within n/a days after receipt of approved layout drawings.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

☐ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING		(Specify below)
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency <u>1 x PER YR</u>	☐ PAINTING FREQUENCY	
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES	☒ CARPET CLEANING	Space _____	
☐ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency <u>1 x PER YR</u>	Public Areas _____	

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- ☐ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1986 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☒ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - ☐ APPROXIMATELY EQUAL TO PRICE
 - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- ☒ (If listed in descending order, unless stated otherwise) Offer most advantageous to the Government for FEMA requirements.

[Handwritten signature]

ATTACHMENT NO. 1
SPECIAL REQUIREMENTS
FEMA LEASE DR-1780TX

1. The Government shall lease the space in "as-is" condition. The Government shall have the right to make reasonable alterations within the space leased. Reasonable alterations include, but are not are not limited to, additional electrical distribution and additional telecommunications throughout the space. Lessor has the right to approve Government reasonable alterations, prior to alterations being installed. Government has the right to contract with vendors to perform reasonable alterations within the leased space. Lessor waives right of restoration for any alterations.
2. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, and Government office machines without additional payment. The Lessor shall provide a fully serviced lease, including janitorial services and supplies.

3. Lessor agrees to the following operation hours for FEMA within the leased space:

Monday through Sunday from 7:00 am 7:00 p.m., throughout the lease term.

4. Government has the right to provide and install reasonable exterior and parking signage, which the Lessor shall have the right to approve. Lessor shall provide 40 parking space for FEMA use.
5. Lessor shall have all building systems engaged on 9800. Lessor shall have all building systems operable and maintained throughout the term of the lease. Services, utilities, and maintenance will be provided by the Lessor.
6. Rental payment shall be made to Lessor monthly in arrears. Lessor shall send an invoice to FEMA Finance Center at the completion of each month. Invoice shall be sent to the following address:

FEMA – Vendor Pay/Disaster # DR1780TX
Disaster Finance Center
P.O. Box 800
Berryville, VA 22611
Attention: Ms. Anita Jackson
Telephone number- 540-542-7309



7. Government points of contact for this lease are:

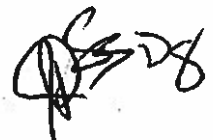
Dusty Griffith,	GSA Contracting Officer
Office	817-978-4335
Cell	817-401-8764

Bob Froelich,	FEMA Logistics Manager
Cell	703-258-4759

8. In the event a conflict of terms or provisions arises during the lease term, the paragraph's outlined within the Special Requirements shall prevail and supersede all other lease provisions.

9. The Lessor shall not enter into negotiations concerning the leased space with any representatives of other Federal Agencies other than a Contracting Officer from the General Services Administration.

10. The Government shall have the right to use the tables and chairs in the facility
11. The lessor shall be responsible to open and close the building on a daily basis.



**ATTACHMENT NO. 2
JANITORIAL REQUIREMENT'S
DR#1780TX**

JANITORIAL SERVICES (SEP 2000)

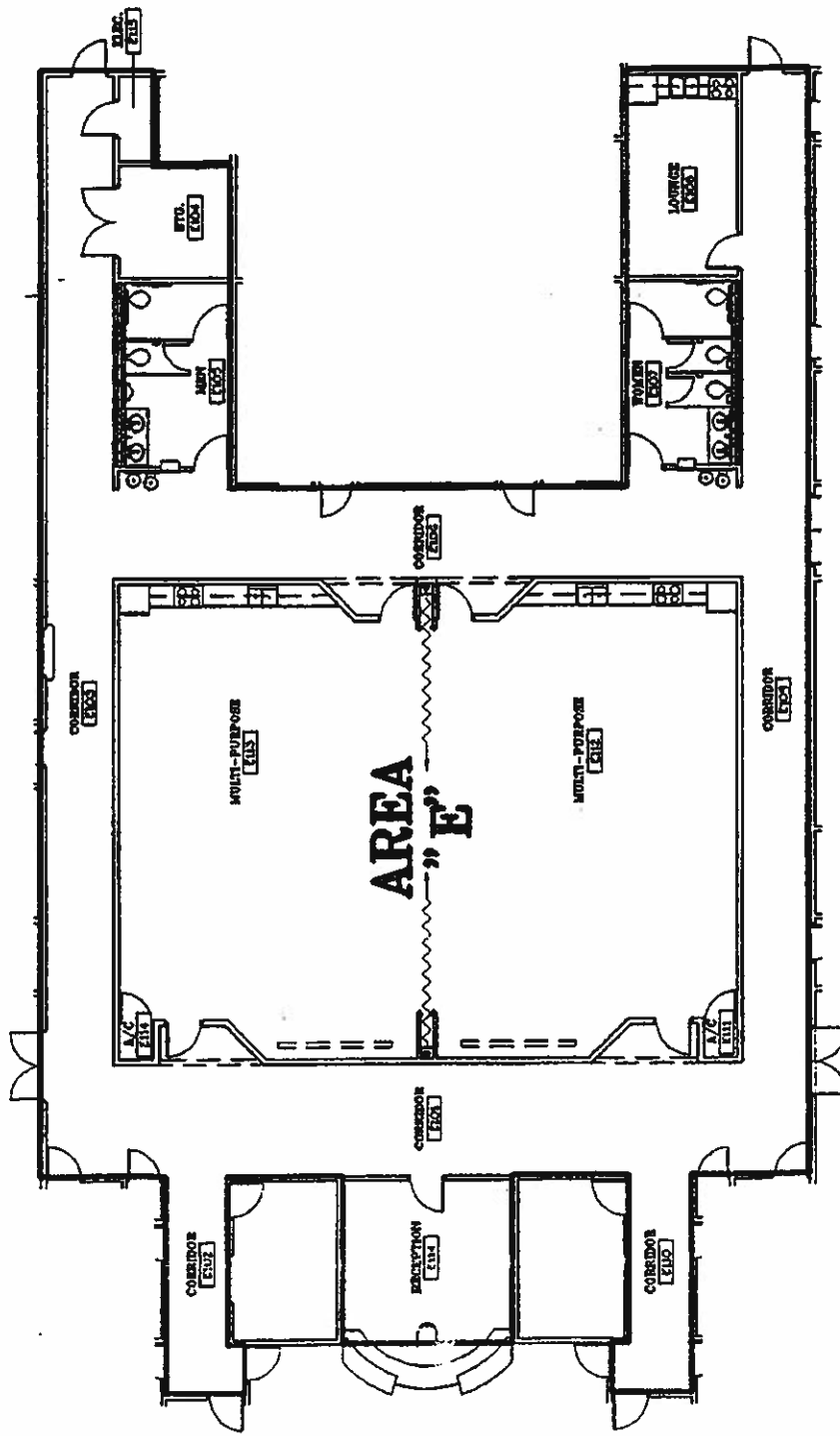
Cleaning shall be performed during tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in the lease.

The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum space.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

 / 
Lessor / Govt

ATTACHMENT NO. 3
FLOORPLAN



AREA "E" = 5,787 Sq. Ft. - COMMONS AREA

**SPACE UTILIZATION
FLOOR PLAN AREA 'E'**

SCALE: 1/8" = 1'-0"
00155UOG



**ATTACHMENT NO. 4
LEGAL DESCRIPTION**

The East ½ of Lot One (1), Block Forty-Three (43), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, 25, and 26, Map Records, Hidalgo County, Texas.

EXHIBIT "A"

GENERAL CLAUSES
(Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. **52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (Applicable to leases over \$100,000.)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over \$100,000.)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
FAR 52.209-8	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$500,000.)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) (Applicable to leases over \$500,000 if solicitation requires submission of the subcontracting plan with initial offers.)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (Applicable to leases over \$500,000 if solicitation does not require submission of the subcontracting plan with initial offers.)

INITIALS


LESSOR

&


GOVERNMENT

AI-10515

16.A.7.

Approval of modified bid specifications for RFB: Hidalgo County - Impoundment and Quarantine of Small Animals"

CC REGULAR

Date: 08/12/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

Requesting approval for modified specifications for a request for Bids for: "Hidalgo County-Impoundment and Quarantine of Small Animals". (RFB# 2008-239-MSS)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-002-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will be dedicated prior to contract award. Possible funding source indicated.

Attachments

Link: [Bid Page](#)

Link: [Bid Specs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:58 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:11 PM	APRV
3	Rey Salazar	Rey Salazar	08/07/2008 05:10 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 10:14 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 10:14 AM	APRV

Form Started By: Moises Salazar

Started On: 08/06/2008 05:16 PM

Final Approval Date: 08/08/2008

EXHIBIT “B”

HIDALGO COUNTY-
AIMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY@
Bid No. 2008-039-00-00-MSS

BID PAGE

MONTHLY SERVICES FEE: _____

FEES PER YEAR: _____

BIDDER’S NAME:	
ADDRESS:	
CITY/STATE/ ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	

AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

EXHIBIT AA@

HIDALGO COUNTY-
AIMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY@
Bid No. 2008-039-00-00-MSS

SPECIFICATIONS

1. Provide a proper containment facility in which dogs, cats or other small animals (including certain native/wild species such as opossums, raccoons, etc.) that are picked-up in unincorporated/rural areas of Hidalgo County and may be impounded, quarantined, observed, tested, or destroyed in accordance with the requirements of the Texas Board of Health pursuant to Article 4477-6(a).
2. Provide adequate food, water, shelter, confinement and when indicated and directed by the Director of the Hidalgo County Health Department (Director), administer humane euthanasia to impounded or quarantined animals.
3. Provide facilities that are licensed by the Texas Department of Health to operate as a place where legal and healthful impounding or quarantining of animals may occur.
4. Provide proper space and facilities and impound or place in quarantine all animals required to be impounded or quarantined by the authority and direction of the County Medical Officer, County Health Department Director and any designated person working under the authority of the Director, and/or any County designated person charged with the enforcement of THSC Chapters 823 and 826 or other State or County regulations related to Animal Control. At no time shall Contractor refuse to house any such impounded or quarantined animals.
5. Maintain hours for receiving animals from County for impoundment or quarantine 24 hours a day, seven days a week
6. Provide facilities to incinerate or otherwise to dispose of dog, cat and other small animal carcasses with utilization of the sanitary landfill.
7. Attempt to reunite owners with impounded animals.
8. Assist County when requested in the investigation of animal cruelty.
9. Prepare and ship animal specimen(s)/head(s) to the Texas Department of Health Laboratory for examination (out-of-pocket cost for preparation and shipment to be borne by the owner of the animals or the contractor).
10. Collect proper charges assessed to the owner of an impounded or quarantined animal.
11. In the event of an AEmergency Disaster@ relating to the evacuation and sheltering of service animals and household pets, will cooperate with County in developing an AAnimal Disaster Emergency Plan@ in a timely manner at no additional cost to the County in accordance with AGovernment Code-Section 418.043 (11)-Develop plans for the humane evacuation, transport, and temporary sheltering of AService Animals@ and AHousehold Pets@ in a disaster as required by Sub-Chapter I and in compliance with applicable federal law;

AGovernment Code-Section 418.201"-Definition of this Section Code;

(1)AHousehold pet@ means a domesticated cat or dog or other animal normally maintained in the home or on the property of either the owner or the caretaker of the animal. Does not include livestock as defined by Section 1.003, Agriculture Code.

(2)AService Animal@ has the meaning assigned for the purposes of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et. Seq.).

AGovernment Code-Section 418.202"-Evacuation Of Service Animals. Plans developed under Section 418.043(11) must require that:

(1) a person with a disability who uses a service animal be evacuated, transported, and sheltered with that service animal; and

(2)all shelters be informed of the obligation to provide shelter to both the person and the person=s service animal.

AGovernment Code-Section 418.203"-Evacuation Of Household Pets. (a)Plans developed under Section 418.043 (11) must permit:

(1) The simultaneous evacuation of a household pet and the pet=s owner or caretaker, if the evacuation can be made without endangering human life; and

(2) The transportation of a household pet using public transportation if:

(A) The pet is safely and securely confined in a cage or carrier designed for pet transport; and

(B) Transportation of the pet will not endanger human life

(C) The division shall coordinate the establishment of an identification system to enable the owner or caretaker of a household pet who is separated from the pet during a disaster evacuation to locate and reclaim the pet.

12. **Contractual Term:** Contract term will be for an initial Two (2) year period with Hidalgo County's option to extend the contract for an additional (1) year term based on prior year=s performance evaluation and contingent upon cost remaining unchanged. Furthermore, Hidalgo County reserves the right to extend the contract 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 or extension of current contract commencing upon award by the Hidalgo County Commissioners= Court.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Moises Salazar, Buyer II, Hidalgo County Purchasing Department via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to 956-292-7612. 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, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday _____, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than, 5:00 P.M., Friday, _____.

AI-10483

16.A.8.

**Mosquito Spraying Services to augment Federal & State Efforts
CC REGULAR**

Date: 08/12/2008

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 directive issued by CC at meeting of 8-5-08, presentation for discussion, consideration, and applicable action necessary in connection with the contracting of aerial mosquito/insect spraying to augment Federal & State efforts with deadline of 8-23-08 as set by U.S. Fish & Wildlife and with determination by Texas Department of Health of "public health necessity";

B. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Section 262.024 (a) (1) (2) (3) in connection with aftermath emergencies from Hurricane Dolly;

C. Approval of contracts for aerial mosquito/insect spraying with _____ (subject to vendor complying with all necessary statutory licensing, certifications, regulations including insurance requirements) to augment Federal & State efforts with determination of said need to be made prior to deadline of 8-23-08 as set by U.S. Department of Fish & Wildlife with finding of "public health necessity" through the Texas Department of Health;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-072-0-XXX

FUNDS AVAILABLE Y/N?: pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Hurricane Dolly acct to be created by Auditor's office to monitor hurricane dolly related expenditures. Funding is still pending to be identified. Possible reimbursement from State or Federal agency(ies) is still undetermined at this time.

\$1 M was initially appropriated on CC 8-5-08 under acct #8-1100-415-00-115-068-0-899.

Attachments

Link: 10483

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/06/2008 04:12 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:17 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/07/2008 11:11 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 10:13 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 10:14 AM	APRV

Form Started By: Marty Salazar

Started On: 08/06/2008 01:37 PM

Final Approval Date: 08/08/2008

Martha Salazar

From: Eddie Olivarez [eddie.olivarez@hchd.org]
Sent: Wednesday, August 06, 2008 2:08 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Supporting documentation
Attachments: TX Dolly ARF Vectors.pdf; DSHS Mosquitoes on Letterhead 08-01-08.doc

FYI

Eduardo Olivarez
Hidalgo County Health & Human Services
Chief Administrative Officer
1304 South 25th Ave.
Edinburg, Texas 78539
956-383-8858 Office
eddie.olivarez@hchd.org

-----Original Message-----

From: Sosa, Dina [mailto:Dina.Sosa@dshs.state.tx.us]
Sent: Wednesday, August 06, 2008 1:56 PM
To: josie.escalante@hchd.org
Cc: Eddie Olivarez
Subject: FW: Supporting documentation

FYI.
Dina

From: Robinson, Laura
Sent: Wednesday, August 06, 2008 1:54 PM
To: Sosa, Dina
Subject: FW: Supporting documentation

From: Robinson, Laura
Sent: Saturday, August 02, 2008 12:36 PM
To: Eduardo Olivarez; Yvette Salinas; Esmeralda Guajardo; Raquel Castillo
Subject: Supporting documentation

Mr. Olivarez and Ms. Salinas,

Here is the supporting documentation for aerial spraying that I have access to so that you can be prepared to put together individual County requests if additional applications are needed at a later date. This would hopefully speed up the process for FEMA approval.

I have attached copies of the ARF and Dr. Valadez's letter of support, and Roger Naschi's email (below) discussing CDC's assessment. The GIS files will need slight modification to allow a 1 mile exclusion zone around the USFWS and TPWD protected areas. Your departments will need to continue to collect the landing count data to document the continued needs at the point in time.

I don't have the approval from USFWS in writing, or the other materials that FEMA rep was working on, but will send them if I receive them.

Thank you,
LER

8/6/2008

-----Original Message-----

From: Nasci, Roger S. (CDC/CCID/NCZVED)
 Sent: Thursday, July 31, 2008 3:29 PM
 To: Cote, Mick (HHS)
 Cc: Savage, Harry M. (CDC/CCID/NCZVED); Mutebi, John-Paul (CDC/CCID/NCZVED)
 Subject: RE: Landing count data

Mick:
 Got the landing count data sheets. Comments follow.

I'm interpreting the data based on the assumption that the landing counts were made using standard procedures (i.e., count the number of mosquitoes landing on the front of the legs from waist to knee during a 1 minute time period) or something similar.

Data sheets show that landing counts were made in a variety of locations within Hidalgo County on 7/29-30/2008. Most appear to have been conducted during daylight hours from 0730 to 1200, with a few collections made in the afternoon or evening hours. There are approximately 90 landing counts recorded that come from a variety of zones within the county.

Though there are a few areas with low counts (0-10), most are very high (30 or more per minute). This is consistent with observations from similar situations. The heavy rains associated with Dolly have produced very large populations of floodwater mosquitoes across the affected area. Some of these species (the species being encountered were listed by Roy Burton on the conference call this morning) are quite mobile and can fly considerable distances from the larval habitats (floodplains, flooded pastures and fields, rice fields, standing water in woodlots) where they were produced.

Biting mosquito populations at this density are having a significant impact on outdoor activities and are likely entering houses that are not adequately protected by window screens and/or air conditioning. It is also likely that evening/night time landing counts are even higher than recorded in the daytime counts, since most of the species encountered have their blood-feeding activity peaks in the evening and early nighttime hours. These are mosquito densities that would not be tolerated by most communities, even in normal situations where the community was not in the middle of recovering from a hurricane and flooding rains.

Conducting aggressive mosquito control and providing repellents to residents and recovery workers are appropriate responses to this situation. If mosquito adulticides are properly applied, at least short term relief from biting mosquitoes will be provided. To put this in perspective, I've attached a pdf file that shows landing counts in a zone in east Texas following hurricane Rita in 2005 that ranged up to 46/minute pre-treatment. The second image is the post-treatment (aerial application of 0.5 oz/acre Dibrom) landing counts that were 0/minute in most areas sampled (Data provided by the US Air Force Spray Flight). Depending on the size of the area treated, weather patterns, and the mosquito species involved, the mosquito populations may rebound following treatment and may require re-treatment if the recovery operation is still in progress and exposure to the mosquitoes is unavoidable.

Please let us know if you need any additional information.

8/6/2008

Regards

Roger

Roger S. Nasci, Ph.D.
Chief, Arboviral Diseases Branch
Division of Vector-Borne Infectious Diseases National Center for
Zoonotic, Vector-Borne and Enteric Diseases Centers for Disease Control
and Prevention 3150 Rampart Road Fort Collins, CO 80521 Phone
970-221-6432 RNasci@cdc.gov

8/6/2008



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

August 1, 2008

Jean Bennett, MSM, MSN, RN
Office of the Assistant Secretary of Preparedness and Response
US Department of Health and Human Services Region VI

Lori LaFon
Operations Branch Director
Federal Emergency Management Agency
Department of Homeland Security

Dear Ms. Bennett and Ms. LaFon:

Texas' Cameron, Hidalgo and Willacy counties are experiencing severe problems with ever-increasing numbers of mosquitoes in the aftermath of Hurricane Dolly. There are power outages; extensive flooding; displaced populations in shelters and inadequate housing; and contamination of standing water with sewage. Children in shelters and in homes are affected with large numbers of bites which can become infected.

South Texas has the vectors and reservoirs for arboviral diseases, including West Nile virus and dengue, and the current conditions resulting from Hurricane Dolly/ increase the probability of disease transmission. The high numbers of biting mosquitoes are interfering with recovery efforts by emergency workers, public works employees, and the affected communities. Response workers at public health clinics, health department offices, and emergency shelters are reporting large numbers of mosquitoes interfering with community and emergency services, and there are health-related concerns due to overwhelming numbers of mosquito bites.

These mosquitoes represent a public health threat in this area of Texas. Your assistance in providing aerial spraying to relieve the problem is greatly appreciated. Please do not hesitate to contact me, Dr. Laura Robinson (956-444-3276), or Dr. Susan Penfield (512/750-1966), if you have additional questions.

Sincerely,

Adolfo M. Valadez M.D.

Adolfo Valadez, M.D., M.P.H.
Assistant Commissioner
Prevention and Preparedness Division

Priority	☐ Lifesaving ☒ High	☒ Lifesaving Sustaining ☐ Medium	☐ Normal	4. Date 7/31/08

6. Site Point of Contact (POC)
Dr. Laura Robinson, Regional Director

7. 24 Hour Phone No.
956-423-0130/956-456-6828

8.
N/

Signature

[Signature]

10
7/

SOURCING THE REQUEST – REVIEW/COORDINATION (Operations Section Only)

by: _____ by: _____ by: _____	2. ☐ Donations ☐ Other (Explain) ☐ Requisitions ☐ Procurement ☐ Interagency Agreement ☐ Mission Agreement

Required ☐ Yes ☐ No	4. Date	5. Time Assigned
ESF#	7. Assigned to	

IV. STATEMENT OF WORK (Operations Section Only)

	2. 24 Hour Phone No.	3.
	5. 24 Hour Phone No.	6.

Statement of Work

Following Hurricane Dolly, a dramatic increase in the rates of illness carrying insects has been reported that there are still homes without electricity and many recovery workers are outside this region. Spraying is the most effective way to control the insects that can spread disease to include West and South Texas region.

8. Date	9. Cost Estimate

V. ACTION TAKEN (Operations Section Only)

☐ Rejected	☐ Accountable Property Coordinated with

AI-10507

16.A.9.

**Request for Payment on Invoice No. 25004.11 from Rike Ogden
Figueroa Alex for the New Adm. Building
CC REGULAR**

Date: 08/12/2008

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 payment on Invoice No. 25004.11 in the amount of \$1,060.00 from Rike Ogden Figueroa Alex Architect, Inc., contracted architect for "New Administration Building."

BACKGROUND

PO # 562445

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1301-415-00-120-007-0-720

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO # 562445 with \$16,804.04 available as of 08-07-08
available balance in account as of 08-07-08 \$123,194.07

Attachments

Link: [Invoice 25004.11](#)

Link: [backup](#)

Link: [backup](#)

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:57 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:05 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/07/2008 01:41 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 03:30 PM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Rocio Villarreal

Started On: 08/06/2008 04:36
PM

Final Approval Date: 08/08/2008



rike
ogden
figueroa
allex

7/17/2008
FINAL INVOICE NO. 25004.11
Hidalgo County

Hidalgo County offices at the property formerly known as the Old K-Mart building

Project No. 25004

Bid construction price is \$ 3,250,000
80% of A/E fee is \$ 156,000
Final construction contract
with Change Orders is \$ 3,160,593.49
20% of A/E fee is \$ 37,927.12

phase	percent of fee	fee	percent complete	A/E fee due	-	less previous invoices	=	balance due
Program & Schematic Design	15%	\$ 29,250	100%	\$ 29,250	-	\$ 29,250	=	\$ -
Design Development	20%	\$ 39,000	100%	\$ 39,000	-	\$ 39,000	=	\$ -
Construction Documents	40%	\$ 78,000	100%	\$ 78,000	-	\$ 78,000	=	\$ -
Bidding	5%	\$ 9,750	100%	\$ 9,750	-	\$ 9,750	=	\$ -
Construction	20%	\$ 37,927	100%	\$ 37,927	-	\$ 36,867	=	\$ 1,060
Basic A/E Services Total	100%	\$ 193,927	100%	\$ 193,927	-	\$ 192,867	=	\$ 1,060

Reimbursable Expenses

Printing contract documents - five owners' sets no charge	\$ -	-	\$ -	=	\$ -
Printing contract documents (72 sets)	\$ 4,070	-	\$ 4,070	=	\$ -
Texas Department of Licensing and Regulation	\$ 1,227	-	\$ 1,227	=	\$ -

Reimbursable Expenses Total

\$ 5,296	-	\$ 5,297	=	\$ -

Total

\$ 199,223	-	\$ 198,164	=	\$ 1,060

Architectural/ Engineering fee balance due

\$ 1,060

2008 JUL 31 AM 10 28
BUDGET OFFICE
HIDALGO COUNTY

rocio.villarreal

From: fabian ochoa [fabiano@rofainc.com]
Sent: Friday, August 08, 2008 3:42 PM
To: 'rocio.villarreal'
Subject: FW: punchlist items

See response

Thank you,

Fabian Ochoa Sr.
Construction Coordinator



Rike Ogden Figueroa
Alex Architects Inc.

1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.3433 fax

fabiano@rofainc.com

From: Airika Stevens [mailto:Airika@WILLIAMSONCONST.com]
Sent: Friday, August 08, 2008 3:38 PM
To: fabian ochoa
Subject: RE: punchlist items

It is being stained today and will be installed first thing Monday morning.

From: fabian ochoa [mailto:fabiano@rofainc.com]
Sent: Friday, August 08, 2008 3:31 PM
To: Airika Stevens
Subject: FW: punchlist items

8/8/2008

Airika,

Can you get me a status on the door for the kmart building that needs to get replaced so that everybody can get paid.

Thank you,

Fabian Ochoa Sr.

Construction Coordinator



Rike Ogden Figueroa
Alex Architects Inc.

1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.3433 fax

fabiano@rofainc.com

From: fabian ochoa [mailto:fabiano@rofainc.com]

Sent: Friday, August 08, 2008 3:30 PM

To: 'rocio.villarreal'

Subject: punchlist items

Good afternoon Rocio,

We made a final inspection on the administration building; there were four pending items on the final punch list presented to us. All but one item was not taken care of and Williamson Construction has ordered the door. I will forward this correspondence to Williamson, so that they can get me the status as to when the door will arrive so that they can install it. If you have any questions feel free to call me.

Thank you,

Fabian Ochoa Sr.

Construction Coordinator

8/8/2008



**Rike Ogden Figueroa
Allex Architects Inc.**

1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.3433 fax

fabiano@rofainc.com

Moisos Salazar

From: James.[jamesr@rofainc.com]
Sent: Wednesday, December 05, 2007 10:04 AM
To: 'Moises Salazar'
Cc: 'Luis Figueroa'
Subject: Hidalgo County Office. ROFA Project No. 25004.final punch list

Moises...attached please find final..final...final punch list for your use. As mentioned by Mr. Figueroa at the meeting...we are looking at roughly 2,000 dollars worth of work left to do (at time of meeting-items might already be finalized). Please contact me should you have questions or require anything else.

Thank you,

James Rodriguez
Project coordinator



Rike Ogden Figueroa Allex
Architects, Inc.
1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.37433 fax

jamesr@rofainc.com

12/5/2007

**Hidalgo County Offices Final Punchlist items:
November 28, 2007
ROFA Architects, Inc.**

Treasure Department:

Room 234: ceiling needs painting

Auditors Department:

- Secretarial Pool 196: Drawers need to be reconfigured for legal size paper. (County to update)
- Drop Off 230: Drop box door missing (County to update)
- Door 252 jammed
- Door 229A jammed

IT Department:

-no issues

Tax Office:

- Door 116: cracked glass needs replaced
- Door 104: scratching floor. Door needs adjusting
- Door 121A: cracked glass needs to be replaced
- Door 166: strike needs to be readjusted not closing properly
- Corr. 128: Cracks along wall need to be repaired

Budget Management Department:

- Room 357: tie new butterfly valves to alarm
- Room 371: Re-glue VCT left side of window of office
- Room 380: cove base on east wall painted. Needs clean up
- Room 369: need key to front door (County to update)
- Room 398: missing key
- Room 375: cove base/door conflict

Purchasing:

- Room 311: Replace door (veneer unglued)
- Room 312: Install missing screws at door
- Room 314: Clean ceiling grid near southwest corner
- Room 323: Clean stain on southeast wall
- Room 317: West wall outlet low power
- Room 324: Missing glass gasket

Fire Marshall:

-no issues

Veterans Services:

- Room 346: replace floor outlet (outlet cracked)

Security:

-no issues

All:

- A/C Test and Balance required
- interior building signage



PURCHASING DEPARTMENT

County Of Hidalgo

M E M O R A N D U M

Via fax to:

TO:	Armando Barrera, Jr., Tax Assessor Collector	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufrazio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, Commissioner's Court Executive Officer	(956) 292-7034
	Attn: Fred Reyna, Insurance Roy Quintanilla, Safety Director	
	Emilio De Los Santos, Veterans Office	(956) 318-2430

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

IT Dept
Department

Cruz Quintana
Signature

Cruz Quintana
Printed Name

11/27/07
Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

Via fax to:

TO: Armandu Barrera, Jr., Tax Assessor Collector

(956) 318-2733

Norma Garcia, County Treasurer

(956) 318-2507

Ray Eufrazio, County Auditor

(956) 318-2577

Tony Pena, Fire Marshal

(956) 318-2697

Renan Ramirez, Chief Information Officer

(956) 318-2152

Valde Guerra,
Commissioner's Court Executive Officer

(956) 292-7034

Attn:
Fred Reyna, Insurance
Roy Quintanilla, Safety Director

Emilio De Los Santos, Veterans Office

(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices within your department area are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.


Department Hidalgo Co. Fire Marshal

Signature

Printed Name

Juan Martinez

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

Via fax to:

TO: Armando Barrera, Jr., Tax Assessor Collector (956) 318-2733
Norina Garcia, County Treasurer (956) 318-2507
Ray Eufrazio, County Auditor (956) 318-2577
Tony Pena, Fire Marshal (956) 318-2697
Renan Ramirez, Chief Information Officer (956) 318-2152
Valde Guerra,
Commissioner's Court Executive Officer (956) 292-7034
Attn:
Fred Reyna, Insurance
Roy Quintanilha, Safety Director
Emilio De los Santos, Veterans Office (956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Veterans Services
Department

Emilio D / K

Emilio De los Santos

11/28/07

Signature

Printed Name

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

**pending Floor Plan Rm 346*



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

Via fax to:

TO:	Armando Barrera, Jr., Tax Assessor Collector	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufrazio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, Commissioner's Court Executive Officer	(956) 292-7034
	Attn: Fred Reyna, Insurance Roy Quintanilla, Safety Director	
	Emilio De Los Santos, Veterans Office	(956) 318-2439

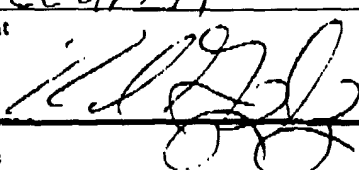
FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices within your department area are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Security
Department

	<u>Rolando Gonzalez</u>	<u>11-28-07</u>
Signature	Printed Name	Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Via fax to:

TO:	Armando Barrera, Jr., Tax Assessor Collector	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufrazio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, Commissioner's Court Executive Officer	(956) 292-7034
	Ailin: Fred Reyna, Insurance	
	Roy Quintanilha, Safety Director	
	Emilio De Los Santos, Veterans Office	(956) 318-2439

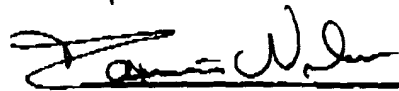
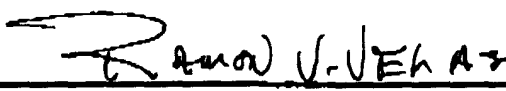
FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Purchasing Dept.
Department

		11-28-07
Signature	Printed Name	Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Pending work on following offices: as per 11-16-07 punchlist
#311, #312, 314, 323, 317 and 32A



PURCHASING DEPARTMENT

County Of Hidalgo

M E M O R A N D U M

Via fax to:

TO:	Armando Herrera, Jr., Tax Assessor Collector	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufrazio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, Commissioner's Court Executive Officer	(956) 292-7034
	Attn: Fred Reyna, Insurance Roy Quintanilla, Safety Director	
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices within your department area are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

BUDGET & MANAGEMENT
Department

Signature

Printed Name

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

- Pending work on the following Room numbers
as per punchlist dated 11-16-07
357, 371, 380, 369, 398, 375 + A/C Balance



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

Via fax to:

TO: Armando Barrera, Jr., Tax Assessor Collector

(956) 318-2733

Norma Garcia, County Treasurer

(956) 318-2507

Ray Enfracio, County Auditor

(956) 318-2577

Tony Pena, Fire Marshal

(956) 318-2697

Renan Ramirez, Chief Information Officer

(956) 318-2152

Valde Guerra,
Commissioner's Court Executive Officer

(956) 292-7034

Attn:

Fred Reyna, Insurance

Roy Quintanilha, Safety Director

Emilio De Los Santos, Veterans Office

(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices within your department area are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

TAX Office

Department

Armando Barrera Jr.

11/28/07

Signature

Printed Name

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

104 (Door), 116 Cracked Glass, 121 Door, 166 Strike Plate on door)
Crack on wall in Hall way



PURCHASING DEPARTMENT

County Of Hidalgo

M E M O R A N D U M

Via fax to:

TO: Armando Barrera, Jr., Tax Assessor Collector

(956) 318-2733

Norma Garcia, County Treasurer

(956) 318-2507

Ray Eufrazio, County Auditor

(956) 318-2577

Tony Pena, Fire Marshal

(956) 318-2697

Renan Ramirez, Chief Information Officer

(956) 318-2152

Valde Guerra,
Commissioner's Court Executive Officer

(956) 292-7034

Attn:
Fred Reyna, Insurance
Roy Quintanilha, Safety Director

Emilio De Los Santos, Veterans Office

(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

COUNTY TREASURER'S OFFICE

Department

[Signature]

Signature

ALFREDO ZAMARRIPA

Printed Name

11/28/07

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

PENDING PAINTING OF CEILING



PURCHASING DEPARTMENT

County Of Hidalgo

M E M O R A N D U M

Via fax to:

TO: Arnulfo Barrera, Jr., Tax Assessor Collector

(956) 318-2733

Norma Garcia, County Treasurer

(956) 318-2507

Ray Eufrazio, County Auditor

(956) 318-2577

Tony Pena, Fire Marshal

(956) 318-2697

Renan Ramirez, Chief Information Officer

(956) 318-2152

Valde Guerra,
Commissioner's Court Executive Officer

(956) 292-7034

Also:

Fred Reyna, Insurance

Roy Quintanilla, Safety Director

Emilio De Los Santos, Veterans Office

(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building

By signing below you are acknowledging that all offices within your department area are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

not completed as noted below.

Auditors Office
Department

Ray Eufrazio
Signature

RAY EUFRAZIO
Printed Name

11/28/07
Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

Scrubbed Pool drawers, Room signs & restrooms, drop off boxes,
Door 252 jammies. Door jammies 229A

rocio.villarreal

From: fabian ochoa [fabiano@rofainc.com]
Sent: Friday, August 08, 2008 3:30 PM
To: 'rocio.villarreal'
Subject: punchlist items

Good afternoon Rocio,

We made a final inspection on the administration building; there were four pending items on the final punch list presented to us. All but one item was not taken care of and Williamson Construction has ordered the door. I will forward this correspondence to Williamson, so that they can get me the status as to when the door will arrive so that they can install it. If you have any questions feel free to call me.

Thank you,

Fabian Ochoa Sr.
Construction Coordinator



Rike Ogden Figueroa
Allex Architects Inc.

1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.3433 fax

fabiano@rofainc.com

8/8/2008

AI-10503

16.A.10.

**Hidalgo County Head Start Program-Central Kitchen
CC REGULAR**

Date: 08/12/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Approval of Request for Payment on Invoice No. 27014.01 in the amount of \$50,410.00 from Rike Ogden Figueroa Alex Architect, Inc., contracted architect for "Construction of Hidalgo County Headstart Kitchen."

B. Approval of Request for payment on Invoice No. 27014.02 in the amount of \$1,585.00 from Rike Ogden Figueroa Alex Architect, Inc., contracted architect for "Construction of Hidalgo County Headstart Kitchen."

BACKGROUND

Agenda Item 10541 CC 08/08/08. Will transfer additional funding.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-444-00-220-032-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 602355 currently has an available balance of \$50,540.00. \$49,000 are dedicated to Buildings, and \$1,540.00 are dedicated to Other Structures. For ROFA invoice No. 27014.02 balance due is \$1,585.00 Agenda Item 10541 will transfer additional funding in order to increase the purchase order to allow for invoice payment.

FISCAL YEAR: 2008

ACCT. #: 8-1336-444-00-220-032-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 602355 currently has an available balance of \$50,540.00. \$49,000 are dedicated to Buildings, and \$1,540.00 are dedicated to Other Structures. For ROFA invoice No. 27014.01 balance due is \$50,410.00 Agenda Item 10541 will transfer additional funding in order to increase the purchase order to allow for invoice payment.

Attachments

Link: [Invoice 27014.02](#)

Link: [Invoice 27014.01](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:55 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:04 PM	APRV
3	Rey Salazar	Rey Salazar	08/08/2008 10:43 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:13 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Rocio Villarreal

Started On: 08/06/2008 04:15 PM

Final Approval Date: 08/08/2008



rike
ogden
figueroa
allex

INVOICE NO. 27014.02

Hidalgo County

Purchase Order # 602355

**Hidalgo County Head Start Program - Central Kitchen
(Kitchen Building for Hidalgo County Head Start in Mission, Texas)
PARKING LOT**

Project No. 27014

Parking lot A/E fee is \$ 1,540

phase	percent of fee	fee	percent complete	A/E fee due	-	less previous invoices	=	balance due
Program & Schematic Design	15%	\$ 231	100%	\$ 231	-	\$ -	=	\$ 231
Design Development	20%	\$ 308	100%	\$ 308	-	\$ -	=	\$ 308
Construction Documents	40%	\$ 616	100%	\$ 616	-	\$ -	=	\$ 616
Bidding	5%	\$ 77	100%	\$ 77	-	\$ -	=	\$ 77
Construction	20%	\$ 308	45.07%	\$ 139	-	\$ -	=	\$ 139
Basic A/E Services Total	100%	\$ 1,540	89.01%	\$ 1,371	-	\$ -	=	\$ 1,371

Reimbursable Expenses

Printing contract documents - five owners' sets no charge	\$ 48	-	\$ -	=	\$ 48
L & G Engineering Laboratory	\$ 165	-	\$ -	=	\$ 165
Texas Department of Licensing and Regulation	\$ -	-	\$ -	=	\$ -

Reimbursable Expenses Total	\$ 214	-	\$ -	=	\$ 214

Total	\$ 1,585	-	\$ -	=	\$ 1,585

Architectural/ Engineering fee balance due \$ 1,585



rike
ogden
figueroa
allex

INVOICE NO. 27014.01

Hidalgo County

Purchase Order # 602355

Hidalgo County Head Start Program - Central Kitchen

(Kitchen Building for Hidalgo County Head Start in Mission, Texas)

BUILDING CONSTRUCTION

Project No. 27014

Building construction A/E fee is \$ 49,000

phase	percent of fee	fee	percent complete	A/E fee due	-	less previous invoices	=	balance due
Program & Schematic Design	15%	\$ 7,350	100%	\$ 7,350	-	\$ -	=	\$ 7,350
Design Development	20%	\$ 9,800	100%	\$ 9,800	-	\$ -	=	\$ 9,800
Construction Documents	40%	\$ 19,600	100%	\$ 19,600	-	\$ -	=	\$ 19,600
Bidding	5%	\$ 2,450	100%	\$ 2,450	-	\$ -	=	\$ 2,450
Construction	20%	\$ 9,800	45.07%	\$ 4,417	-	\$ -	=	\$ 4,417
Basic A/E Services Total	100%	\$ 49,000	89.01%	\$ 43,617	-	\$ -	=	\$ 43,617

Reimbursable Expenses

Printing contract documents - five owners' sets no charge

\$ 1,535 - \$ - = \$ 1,535

L & G Engineering Laboratory

\$ 5,259 - \$ - = \$ 5,259

Texas Department of Licensing and Regulation

\$ - - \$ - = \$ -

Reimbursable Expenses Total

\$ 6,794 - \$ - = \$ 6,794

Total

\$ 50,410 - \$ - = \$ 50,410

Architectural/ Engineering fee balance due

\$ 50,410

AI-10489

16.A.11.

**Pre-Employment Background Investigation Services
CC REGULAR**

Date: 08/12/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to contract with Employee Realtion, Inc., awarded vendor through our membership/participation with NACO (National Association of Counties) for the provision of public agency pre-employment background investigation services with the designation of Executive Officer, Valde Guerra as sole point of contact.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-14-115-001-0-350

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pending transfer of funds on agenda for 8/12/08.

Attachments

Link: [certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/06/2008 04:15 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:22 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/08/2008 09:30 AM	APRV
4	Purchasing Department (Originator)	Nielda Cavazos	08/08/2008 09:32 AM	APRV
5	Ivan Cantu	Ivan Cantu	08/08/2008 11:12 AM	APRV
6	Auditor's Office	Linda Fong	08/08/2008 04:08 PM	APRV
7	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Marty Salazar

Started On: 08/06/2008 03:04 PM

Final Approval Date: 08/08/2008



EMPLOYEE RELATIONS, INC.

20720 VENTURA BLVD., SUITE 200, WOODLAND HILLS, CA 91364

TELEPHONE: (818) 593-5555 TOLL FREE: (800) 716-7773

FACSIMILE: (818) 887-0528 TOLL FREE: (888) 374-7324

WWW.EMPLOYEERELATIONS.COM™

PUBLIC AGENCY AGREEMENT AND CERTIFICATION

This Agreement and Certification is between EMPLOYEE RELATIONS, INC. (hereinafter referred to as "ER") and the Employee Relations Network Member (hereinafter referred to as "ERN Member" or "Member") named on the last page of this Agreement. ERN Member is a public agency employer having a need for Investigative Consumer Reports and/or Consumer Credit Reports (individually or collectively, "Consumer Report for Employment Purposes" or "report") in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee.

1. ER has access to investigative consumer reports and information from one or more consumer credit reporting agencies and from other sources they believe to be reliable.
2. ERN Member certifies that they shall request a Consumer Report for Employment Purposes pursuant to procedures prescribed by ER only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose.
3. ERN Member certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure/notification, in a form acceptable to ER, has been made in writing to the applicant within the statutory time period. The disclosure/notification shall advise the applicant of the nature and scope of the investigation; that ERN Member utilizes the services of ER to prepare a Consumer Report for Employment Purposes; and ER contact information should the applicant be a victim of identity theft or desires to dispute information believed to be false or erroneous;
 - B. The applicant has authorized, by signature, the procurement of the Consumer Report for Employment Purposes; and
 - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable Federal or State law or regulation and that ERN Member shall comply with all Federal and State laws and regulations affecting the requesting and use of Consumer Report for Employment Purposes.
4. It is expressly understood that should Member violate any term of this Agreement, or a legal requirement, or a material change in existing legal requirement that adversely affects this Agreement, ER may, upon its election, discontinue serving Member and cancel this Agreement and Certification immediately.
5. ERN Member further understands the statutory requirements to provide the applicant with a copy of the Consumer Report for Employment Purposes. ERN Member hereby authorizes ER, when requested and/or where applicable, to cause the report prepared by ER to be provided to the applicant within the statutory timeframe. ER shall utilize its best effort to make a good faith attempt to comply, in a timely manner, on ERN Member's behalf. **By initialing below, ERN Member instructs ER not to provide any report and hereby accepts responsibility for providing applicants with required reports.** _____
6. ERN Member further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the applicant, if not provided previously, with:
 - A. A copy of the Consumer Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved pursuant to the Fair Credit Reporting Act and other applicable laws and regulations.



EMPLOYEE RELATIONS, INC.

20720 VENTURA BLVD., SUITE 200, WOODLAND HILLS, CA 91364
TELEPHONE: (818) 593-5555 TOLL FREE: (800) 716-7773
FACSIMILE: (818) 887-0528 TOLL FREE: (888) 374-7324

WWW.EMPLOYEERELATIONS.COM™

PUBLIC AGENCY ACCOUNT INFORMATION

AGENCY NAME: _____ **Doing Business As:** _____

Primary Contact Name: _____ **Direct Number/Ext:** _____

E-mail Address: _____ **Mobile Number:** _____

Main Phone: _____ **Fax:** _____

Physical Address: _____

Street City State County Zip

Is the above address a Residence? ☐ Yes ☐ No

Billing Address (if different): _____

Street/PO Box City State County Zip

Accounts Payable Contact: _____ **Phone:** _____

E-mail Address: _____

Special Billing Instructions: _____

Agency Website: www. _____

How many employees do you have? _____ How many background checks do you anticipate requesting per year? _____

Do you intend to resell or release information from the consumer credit report to a third party? ☐ Yes ☐ No

Do you provide credit repair or credit counseling services for a fee? ☐ Yes ☐ No

ASSOCIATIONS RELATED TO PUBLIC AGENCY: (PROVIDE THREE ASSOCIATIONS)

1) Association Name: _____ Business Phone: _____

Contact Name: _____

2) Association Name: _____ Business Phone: _____

Contact Name: _____

3) Association Name: _____ Business Phone: _____

Contact Name: _____

PUBLIC AGENCY ACCOUNT INFORMATION (Continued)

AGENCY NAME: _____

AUTHORIZED USERS FOR EMPLOYEE MANAGEMENT CENTER:

CAO/CEO:		
E-mail Address:		Phone:
Request Background Checks: ☐ Yes ☐ No	View Reports: ☐ Yes ☐ No	View Hotline Reports: ☐ Yes ☐ No

Director:		
E-mail Address:		Phone:
Request Background Checks: ☐ Yes ☐ No	View Reports: ☐ Yes ☐ No	View Hotline: ☐ Yes ☐ No

Human Resource Manager:		
E-mail Address:		Phone:
Request Background Checks: ☐ Yes ☐ No	View Reports: ☐ Yes ☐ No	View Hotline Reports: ☐ Yes ☐ No

Agency Legal Council:		
E-mail Address:		Phone:
Request Background Checks: ☐ Yes ☐ No	View Reports: ☐ Yes ☐ No	View Hotline Reports: ☐ Yes ☐ No

Name:		Title/Role:	
E-mail Address:		Phone:	
Request Background Checks: ☐ Yes ☐ No	View Reports: ☐ Yes ☐ No	View Hotline Reports: ☐ Yes ☐ No	

Name:		Title/Role:	
E-mail Address:		Phone:	
Request Background Checks: ☐ Yes ☐ No	View Reports: ☐ Yes ☐ No	View Hotline Reports: ☐ Yes ☐ No	

Name:		Title/Role:	
E-mail Address:		Phone:	
Request Background Checks: ☐ Yes ☐ No	View Reports: ☐ Yes ☐ No	View Hotline Reports: ☐ Yes ☐ No	

PUBLIC AGENCY ACCOUNT INFORMATION (Continued)

AGENCY NAME: _____

FOR EMPLOYEE RELATIONS INTERNAL USE ONLY

Name of Bank: _____ City, State: _____

Bank Phone Number: _____

Account Name: _____ Account Number: _____

\$ _____ Employee Management Center

\$ _____ Bundle:

\$ _____ Drug Testing

\$ _____ Compliance/Adverse Action ☐ ER will comply ☐ Client will comply ☐ Not applicable

\$ _____ Other:

Client #: _____ ☐ Agency Information (Attach copies of Web Page and Yellow Pages)

Industry Code: _____ ☐ Public Agency Member Agreement

Rep: _____ ☐ Onsite Checklist

Verified By: _____ Date: _____

7. ERN Member agrees that it shall use the Consumer Report for Employment Purpose for its exclusive Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties, not involved in the current employment decision.
8. ERN Member will maintain copies of all written authorizations for minimum of five (5) years from the date of inquiry.
9. ER shall use good faith in attempting to obtain information from sources deemed reliable and, pursuant to applicable State and Federal law, does not guarantee the accuracy or truthfulness of the information, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. ~~In no event shall ER be held liable in any manner whatsoever for any loss or injury to ER Member for obtaining or furnishing such information and further, ER Member agrees to hold ER harmless and indemnify it from any and all claims, losses and damages arising out of alleged liability or failure of ER Members to keep and perform any of its obligations described in this Agreement.~~

Initials

10. This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

Entered into on this _____ day of _____, 2008

FOR: "Employee Relations Network Member"

Dated: _____, 2008

Juan D. Salinas III
Print Name

TITLE: Hidalgo County Judge

BY: _____
SIGNATURE

AI-10464

16.B.1.

Pct. 1-Extension Option-Contract No. 07-264-08-14-L & G Engineering Laboratory, LLP

CC REGULAR

Date: 08/12/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Requesting authority for the Purchasing Dept. to negotiate fees/contract in order for Hidalgo County to exercise the one (1) year option to extend the current professional services agreement for "Construction Material Testing" for Hidalgo County Precinct No. 1, pursuant to Article 6.2 of the current agreement with L & G Engineering Laboratory, LLC.

BACKGROUND

Request by Pct. 1.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-121-041-0-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 8-7-08 \$68,331.03.

Attachments

Link: Request frm Pct 1

Link: Contract No.

07-264-08-14-L & G

Engineering Laboratory

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:50 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/07/2008 03:42 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 10:20 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Letty Saenz

Started On: 08/05/2008 02:35 PM

Final Approval Date: 08/08/2008

Memorandum

To: Purchasing Department

Attn: Letty Saenz

From: Rene G. Rodriguez

Date: 7/22/2008

Re: C-07-264-08-14 (L & G Consulting Engineers) (Construction Materials Testing)

Please be advised that Pct 1 is requesting to extend this agreement as per Article 6.2. Please make any necessary arrangements needed to place this item on the agenda in order to extend for one (1) additional year.

Thanks

Rene Rodriguez

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

From: Noe Montez

Attn Letty Saenz

Fax:

Pages: 2

Phone:

Date: 7/22/08

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments**

Please place this item on agenda asap.

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.

C-07-264-08-14

**CONTRACT AGREEMENT FOR ENGINEERING SERVICES
BETWEEN**

COUNTY OF HIDALGO

and

L&G ENGINEERING LABORATORY, L.L.C.

PREPARED ON July 31, 2007

For

**GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING SERVICES
Various CIP and R&B Projects
HIDALGO COUNTY PRECINCT No. 1**

**CONTRACT AGREEMENT
FOR
GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING SERVICES
Various CIP and R&B Projects
HIDALGO COUNTY PRECINCT No. 1**

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on July 31, 2007, in the year 2007, between County of Hidalgo, Pct #1, hereinafter called the Client, and L&G Engineering Laboratory, L.L.C., hereinafter called the Laboratory, for Geotechnical and Construction Materials Testing Services, hereinafter called the Services.

PART II – FEES

The fees for Services rendered shall be in accordance with the attached Attachment B, entitled "Schedule of Fees, FY 2007 & 2008."

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

- 1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County Pct. #1 as identified in Attachment A "Scope of Services".
- 1.1 Act for the Client in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.
- 1.2 Provide only those Services that, in the opinion of the Laboratory, lie within the technical and professional area of expertise of the Laboratory and which Laboratory is adequately staffed and equipped to perform.

- 1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client**.
- 1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were performed.
- 1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.
- 1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.
- 1.7 Report Distribution and Ownership
 - 1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.
 - 1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.
- 1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:

- 2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.
- 2.2 Issue authorization "Attachment C" in writing, giving **Laboratory** free access to any project involved using the Services, and to all shops or yards or yards where materials are prepared and stored.
- 2.3 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.
- 2.4 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.
- 2.5 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:
 - (a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.
 - (b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.
 - (c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

- 3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.
- 3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct

any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

- 3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.
- 3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.
- 3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.
- 3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.
- 3.7 Successors and Assigns.
 - 3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.
 - 3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any

duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory** and **Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

4.1 **Laboratory** shall secure and maintain throughout the full period of this **Agreement** Statutory Workmen's Compensation Coverage, Employee's Liability and Comprehensive General Liability Insurance Coverage. **Laboratory** will upon request, file certification of such Insurance coverage with the **Client** or its authorized representative.

4.2 No insurance, of whatever kind or type, which may be carried by **Laboratory**, is to be considered as in any way limiting a contractor's or Subcontractor's responsibility for damages resulting from his operations, **Client** agrees, therefore, to include, or cause to be

included in, construction contracts, such requirements for insurance coverage and performance bonds to be secured and maintained by the contractor as **Client** deems adequate to indemnify **Client, Laboratory,** and other concerned parties, against claims for damages and to insure compliance of work performance and materials with contract requirements.

ARTICLE 5. PAYMENTS:

- 5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee assigned to each **Work Authorization** in accordance with Article 2 Sec. 2.2 herein. For each **Work Authorization**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

- 6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through an agreed **Work Authorization** document sampled in Exhibit C, attached hereto and made part of this **Agreement**.
- 6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.
- 6.2 The **Agreement** shall remain in force for a period of one (1) year from the date this agreement is signed by all parties. Further, the **Client** reserves the right to extend this agreement for one (1) additional year, but solely after successfully negotiating prices for the concurrent year's contract. Upon failure to successfully negotiate prices as aforementioned, the **Client** may opt not to extend the contract for the additional one (1) year and may proceed with solicitation of the contract for the ensuing year.

ARTICLE 7. APPLICABLE LAW:

- 7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

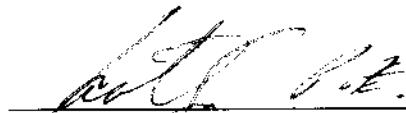
ARTICLE 8. ATTORNEY FEES:

- 8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed

concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:



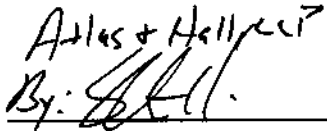
Jacinto Garza, P.E., President
L & G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, Texas 78570

CLIENT:



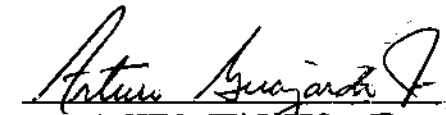
Hon. Juan D. Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

APPROVED AS TO FORM:

Atlas & Hall, P.C.
By: 

ATLAS & HALL, L.L.P.

ATTEST:



HON. ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

EXHIBIT “A”
SCOPE OF SERVICES

ATTACHMENT "A"

Scope of Services

PROJECT: R&B Geotechnical Reports and Construction Materials Testing, Pct. No. 1 CIP & R&B Projects.

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 1 with Geotechnical Engineering and Construction Materials Testing Services-Various CIP and R&B Projects.**

The Scope of Work is identified as follows:

- **Geotechnical Engineering Services (Reports)**
- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services(Reports)

Geotechnical Drilling Services

L&G Engineering Laboratory, L.L.C. will provide drilling services for **Hidalgo County Pct. No. 1 CIP & R&B projects.** Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer than No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test

data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Precinct No. 1 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Precinct No. 1 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 1** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 1**.
- Provide accurate and timely reports to **Hidalgo County Precinct No. 1** and all/other recipients as designated by the Precinct.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 1** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT “B”
FEE SCHEDULE

ATTACHMENT "B"
L&G ENGINEERING LABORATORY, L.L.C.
SCHEDULE OF FEES FOR FY 2007-2008

Soils Testing

		FY 2007	FY 2008
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.00/Ea.	\$9.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$45.05/Ea.	\$46.45/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$45.05/Ea.	\$46.45/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$67.55/Ea.	\$69.65/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$56.35/Ea.	\$58.10/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$56.35/Ea.	\$58.10/Ea.
Lime Series Testing	Tex-112-E	\$422.50/Ea.	\$435.55/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$180.25/Ea.	\$185.85/Ea.
Standard Proctor	ASTM D 698	\$174.55/Ea.	\$179.95/Ea.
Modified Proctor	ASTM D 1557	\$180.25/Ea.	\$185.80/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$20.25/Ea.	\$20.90/Ea.
Determination of Soil pH	Tex-128-E	\$73.25/Ea.	\$75.50/Ea.
Soil-Lime Testing	Tex-121-E	\$135.20/Ea.	\$139.40/Ea.
Resistivity of Soils	Tex-129-E	\$81.95/Ea.	\$84.50/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$50.65/Ea.	\$52.20/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$61.95/Ea.	\$63.85/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$11.30/Ea.	\$11.65/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$197.15/Ea.	\$203.25/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$39.45/Ea.	\$40.65/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$61.95/Ea.	\$63.85/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$478.75/Ea.	\$493.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$56.35/Ea.	\$58.10/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*\$11.25/Ea.	*\$11.60/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$61.95/Ea.	\$63.85/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$67.55/Ea.	\$69.65/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$39.45/Ea.	\$40.65/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$13.55/Ea.	\$13.95/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$73.25/Ea.	\$75.50/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	Sno charge	Sno charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$20.25/Ea.	\$20.85/Ea.
Air Content (Volumetric)	ASTM C 173	\$22.50/Ea.	\$23.20/Ea.
Casting of Concrete Cylinders	ASTM C 31	Sno charge	Sno charge
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$13.55/Ea.	\$13.95/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$10.15/Ea.	\$10.45/Ea.
Casting of Grout Prisms	ASTM C 1019	Sno charge	Sno charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$28.20/Ea.	\$29.05/Ea.
Casting of Mortar Cubes	ASTM C 780	Sno charge	Sno charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$28.20/Ea.	\$29.05/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$197.10/Ea.	\$203.20/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$197.10/Ea.	\$203.20/Ea.
*(In Conjunction w/ Field Inspection)			

Pavement Thickness / Asphalt Quality

		FY 2007	FY 2008
Coring – ACP Thickness	ASTM D 3549	\$56.35/Ea.	\$58.10/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$75.00/Ea.	\$77.30/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$61.95/Pr.	\$63.85/Pr.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$197.15/Ea.	\$203.25/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$33.80/Ea.	\$34.85/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$73.25/Ea.	\$75.50/Ea.

Pavement Investigation

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index,
Stabilized Subgrade Thickness and Plasticity Index

\$422.40/Ea. \$435.45/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

<u>Personnel:</u>	Engineer (Principal).....	\$135.20/Hr.	\$139.40/Hr.
	Engineering Specialist.....	\$101.35/Hr.	\$104.50/Hr.
	Technician (Soils).....	\$40.55/Hr.	\$41.80/Hr.
	Technician (Concrete).....	\$51.80/Hr.	\$53.40/Hr.
	Technician (Asphalt).....	\$51.80/Hr.	\$53.40/Hr.

Engineering Review, Evaluation, Management & Administration

Test Report..... \$20.00/Ea. \$20.60/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<u>Expenses:</u>	Mileage.....	.45/Mi	.46/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 3% annually.

EXHIBIT “C”
WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Contract # C-0x-xxx-xx-xx
Work Authorization Form

WORK AUTHORIZATION NO. XX

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, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Geotechnical & Construction Materials Testing Services for Hidalgo County Pct. 1 Road & Bridge Projects.

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 \$ 0000.00. 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 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 0X shall be funded through funding source:

Account No. 7-0000-000-00-000-0-000.

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 (DATE).

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 Flores as to content and detail of this Work Authorization No. # XX.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

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 _____, 200X.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

By: Jacinto Garza

By: Juan D. Salinas III, Count Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/07

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
I. & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Travelers Indemnity	25682
INSURER C: Travelers Casualty & Surety Co	25658
INSURER D: Lloyd's of London	15792
INSURER E: Charter Oak Fire Insurance Company	25615

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L CTR 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	PACP2543B748TLC07	07/19/07	07/19/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	BA3052L013	07/19/07	07/19/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$ 10000	CUP7142Y40A	07/19/07	07/19/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IACRUB2574B516056	07/23/07	07/23/08	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Professional	07LBLY099605	04/23/07	04/23/08	\$1,000,000 Per Claim \$1,000,000 Aggregate \$10,000 ded. ea. claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **

Blanket Waiver of Subrogation

** Supplemental Name **

See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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.

DESCRIPTIONS (Continued from page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC

AI-10505

16.B.2.

**SOQ - MEL GRAY SUBD & BARRERA STREET
CC REGULAR**

Date: 08/12/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

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 1 Streets in Mel Gray Subd;

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 1 Streets in Mel Gray Subd ;

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 1 Streets in Mel Gray Subd.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 Barrera Street;

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 Engineering Services required for the design construction of Hidalgo County Precinct No 1 Barrera Street;

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 1 Streets in Barrera Street.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1201-431-00-121-005-0-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 8-8-08 \$819.20. Amount of contract cannot be determined at this time in as much as contract has not been executed. Funding will be in place at the time of contract execution.

As per Joy Hsu from Auditor's office this project falls under object code 734 "Subdivision Streets".

Attachments

Link: [grids](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:57 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/08/2008 07:32 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 12:46 PM	APRV
5	Ivan Cantu	Ivan Cantu	08/08/2008 12:53 PM	APRV
6	Linda Fong	Linda Fong	08/08/2008 03:28 PM	APRV
7	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Laura Moya

Started On: 08/06/2008 04:22 PM

Final Approval Date: 08/08/2008

HIDALGO COUNTY PRECINCT NO 1

FOR

**Mel Gray Subd for
Orlando Tijerina Rd
Martin Morales
Mel C Gray**

Scoring & Evaluation GRID

Construction Material Testing Engineering FIRMS

Total Scores	Millennium Engineers	FOI Raba-Kistner	Terracon
Scores	95	91	89
RANKING			

***SCORING & EVALUATION COMPLETED BY PCT NO 1**

HIDALGO COUNTY PRECINCT NO 1
FOR
Barrera Street

Scoring & Evaluation
GRID

Engineering FIRMS

Total Scores	Rodriguez Engineer	Quintanilla, Headley & Associates	JE Saenz & Associates
Scores	96	92	89
RANKING			

***SCORING & EVALUATION COMPLETED BY PCT NO 1**

AI-10502

16.B.3.

**Waste Collection Site for Pct. 1
CC REGULAR**

Date: 08/12/2008

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Requesting authority to advertise a request for bids for : "Citizen Collection Site in Monte Alto".(Bid No.: 2008-059)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-432-00-121-001-0-441

FUNDS AVAILABLE Y/N?: Y/pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per Noe Montes, line item transfer of funds on consent agenda of 8-12-08 for Sanitation Pct. 1 Land & Bldg Rentals in the amount of \$1,000.00, refer to AI 10510.

Attachments

Link: [Specs](#)

Link: [Form Line Item
Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:55 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/08/2008 07:26 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 10:20 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Gricelda Villarreal
Started On: 08/06/2008 04:15 PM

Final Approval Date: 08/08/2008

REQUEST FOR BIDS
Citizens Collection Station in Monte Alto- Pct. 1
BID NO.: 2008-059-00-00CGV
EXHIBIT "A"

SPECIFICATIONS/ BID PAGE

Hidalgo County Precinct No. 1 is requesting bids to lease real property for the purpose of establishing a citizens recovery (collection) station, but not limited to the following:

SCOPE OF SERVICES

1. Property must be located in Precinct No. 1 the vicinity of Monte Alto, Texas.
 - Must have utilities of electricity and water;
 - Must have paved frontage access;
 - Area must be fenced;
2. Lease must be on a monthly basis;
Monthly premium of: _____
3. Must submit copy of property insurance;
4. Must provide legal description of property;
5. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;
6. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;
7. **SEALED BIDS** will be accepted until 9:30 a.m. on Wednesday, _____, 2008 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED.**

TERMS AND CONDITIONS:

- Term of the lease would be for an initial period of five (5) years. County may elect to extend the term for an additional one (1) year under the same rates, terms and conditions by giving notice no later than thirty (30) days prior to expiration of the initial five year term;
- 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 unforeseen delay in award of new bid for next contract;

- Hidalgo County at it's sole discretion may terminate agreement lease prior to the expiration of the initial five-year term or any subsequence renewal by issuing a ninety (90) day written notice of cancellation;

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NUMBER:

FAX NUMBER:

CONTACT PERSON:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-000-00-00**

THIS CONTRACT is made and entered into this day of , 2008 by
and between the COUNTY OF HIDALGO, TEXAS ("County"), and , Texas ("Company").

WHEREAS, Company responded to request for sealed bids for (" Citizens
Collection Station for Monte Alto in Precinct No. 1"); and

WHEREAS, Company submitted a quote to provide services in accordance with the
specifications as quote, a copy of such specifications and quote being attached hereto as
Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the
"Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to
perform the Services in accordance with Specifications, the Commissioners Court of
County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further
consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order
to provide the Services to Hidalgo County for Project as listed on specification . This
Contract does not extend to any third parties any duties or benefits conferred in any
manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Commissioner or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 2008, and ending on _____, 2009, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**

Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **COMPANY**
 ADDRESS
 CITY, TX ___

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

By: _____
Juan D. Salinas III, County Judge

ATTEST: _____

Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved as to form by:

County Attorney

AI-10555

16.C.1.

**Ratification/Approval of Work Authorization with Engineer
CC REGULAR**

Date: 08/19/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Pursuant to federal, state and local "Declaration of Emergency" due to Hurricane Dolly and it's aftermath, presentation for discussion, consideration ratification and/or approval of a Work Authorization #11 with R. Gutierrez Engineering (contract C-07-358-09-04) in connection with bridge project(s) damage assessments and preliminary cost estimates and related services (as required by FEMA).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1202-431-00-122-006-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 8-8-08 \$6,020.84. PO #'s 591496 & 574354 currently pending for R. Gutierrez Engineering.

Attachments

Link: Work Authorization
No. 11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/08/2008 01:06 PM	APRV
2	Budget & Management	Veronica Lopez	08/08/2008 01:08 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/08/2008 01:15 PM	APRV
4	Auditor's Office		08/08/2008 05:09 PM	NEW

Form Started By: Marty Salazar
Started On: 08/08/2008 11:15 AM

Final Approval Date: 08/08/2008

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 11

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Hurricane Dolly damage assessment on county bridges and drainage facilities. The bridge and drainage facilities may or may not belong to Hidalgo County. A list of the exact items to be worked on will be provided by the Owner at a later time. The work on this project is located within Hidalgo County, Texas.

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 not to exceed **\$20,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING

This Work Authorization No. 11 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: 
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

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

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 11

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 11

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The Engineer will perform a damage assessment due to Hurricane Dolly of various facilities within Hidalgo County and provide construction cost estimates for the needed repairs to these facilities. A more detailed description of the work required is as follows:

ASSESSMENT PHASE

County Roads and Bridges

Utilizing a list of facilities provided by the Owner, the Engineer will perform an assessment of damages to these facilities resulting from Hurricane Dolly. The damage assessment will be based on visual observations and the Engineer's experience and expertise.

Drainage Facilities

Utilizing a list of facilities provided by the Owner, the Engineer will perform an assessment of damages to these facilities resulting from Hurricane Dolly and from the flood mitigation efforts after Hurricane Dolly. The damage assessment will be based on visual observations and the Engineer's experience and expertise.

CONSTRUCTION COST ESTIMATE

The Engineer will prepare detailed construction cost estimates to repair the damages identified during the assessment phase. These estimates will provide bid items and quantities of work required to make the repairs. The estimates will be based on the unit price system of bidding utilizing bid prices received on recent projects. Because the Engineer has no control over market conditions or bidding procedures the Engineer cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 11

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the completion of the work, as described in Exhibit B of this Work Authorization, while meeting the deadlines established by the Owner; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization, which ever may be pertinent.

The final acceptance by the Owner of the work on the Project shall serve as evidence of completion of the work on the Project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 11

EXHIBIT D
Fee Proposal

Payment for services provided under this Work Authorization will be for work actually performed, on an hourly basis, at the hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate
Principal	\$ 282.92/HR
Project Manager	\$ 202.09/HR
Senior Engineer	\$ 145.50/HR
Engineer	\$ 113.17/HR
Graduate Engineer	\$ 97.00/HR
Senior Engineering Tech	\$ 84.08/HR
CADD-Design Technician	\$ 67.26/HR
Clerical	\$ 61.44/HR
Survey Crew (3-man)	\$137.82/HR

NON-LABOR EXPENSES:

Mileage (in State)	\$ 0.45 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	\$ 20 / letter
Copies (8 ½" x 11")	\$.15 / copy
Bond Plots	\$ 0.75 / Sq Ft
Color Plots	\$ 2.00 / Sq Ft
Mylar Plots	\$ 2.50 / Sq Ft

AI-10488

16.D.1.

**Request for Payment Invoice No. 08085;08089;08090 from Javier Hinojosa Engineering for Precinct No. 3 Projects
CC REGULAR**

Date: 08/12/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

- A. Approval of Request for Payment on invoice no. 08085 in the amount of \$7,653.71 for "Lucky "I" Street" from contracted engineer, Javier Hinojosa Engineering
B. Approval of Request for Payment on invoice no. 08089 in the amount of \$4,235.04 for "Mile 8 1/2 North Paving Improvements" from contracted engineer, Javier Hinojosa Engineering.
C. Approval of Request for Payment on invoice no. 08090 in the amount of \$10,519.95 for "citrus City Subd/El Flaco Chiquito Subd" from contracted engineer, Javier Hinojosa Engineering.

BACKGROUND

Invoice# 08085 \$ 7,653.71 PO#606057

Invoice# 08089 \$ 4,235.04 PO#596367

Invoice# 08090 \$10,519.95 PO#604214

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:

PO# 606057 available balance as of 8-8-08 \$10,204.95.

PO# 596367 available balance as of 8-8-08 \$ 4,235.04.

Funding available as of 8-8-08.

FISCAL YEAR: 2008

ACCT. #: 8-1203-431-00-123-005-0-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 604214 available balance as of 8-8-08 \$42,079.80.

Funding available as of 8-8-08.

Attachments

Link: [Invoice 08085](#)

Link: [Invoice 08089](#)

Link: [Invoice 08090](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:53 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:02 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/08/2008 09:02 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:47 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW
Form Started By: Rocio Villarreal			Started On: 08/06/2008 03:00 PM	
Final Approval Date: 08/08/2008				

135348
606057

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08085

Customer		Date: July 17, 2008 Project Name: Lucky "I" Street
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores		

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Paving Improvements for the Lucky "I" Street Paving Improvements.

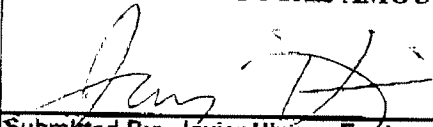
P.O.#606057

CONTRACT AMT.: \$10,204.95

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary Phase 25%	\$2,551.24	100%	\$2,551.24	\$0.00	\$2,551.24	\$0.00
Design Phase 50%	\$5,102.48	100%	\$5,102.48	\$0.00	\$5,102.48	\$0.00
Construction Phase 25%	\$2,551.24	0%	\$0.00	\$0.00	\$0.00	\$2,551.24
TOTAL	\$10,204.95	75%	\$7,653.71	\$0.00	\$7,653.71	\$2,551.24

TOTAL AMOUNT DUE THIS INVOICE:

\$7,653.71


Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY

7/18/08 ON 7/18/08

GOODS/SERVICES RECEIVED BY

7/17/08 ON 7/17/08

8-1203-431-10-123-005-0-77

V# 123567
 R# 596367
 PO# 596367

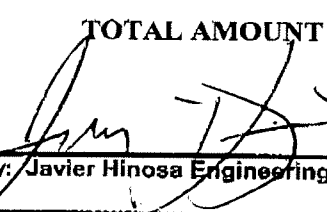
Javier Hinojosa Engineering
 416 E. Dove Avenue
 McAllen, TX 78504
 956/668-1588 Fax: 956/994-8102

Invoice No. 08089

Customer		Date: August 1, 2008 Project Name: Mile 8 1/2 North Paving Improvements (Los Ebanos Road to Trosper Road)
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores		

Description Engineering services rendered for completion of the plans, specifications and construction for the Mile 8 1/2 Paving Improvements from Los Ebanos Road to Trosper Road. P.O.#596367 CONTRACT AMT.: <u>\$16,940.18</u>

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$4,235.05	100%	\$4,235.05	\$4,235.05	\$0.00	\$0.00
Design						
Phase 50%	\$8,470.09	100%	\$8,470.09	\$8,470.09	\$0.00	\$0.00
Construction						
Phase 25%	\$4,235.04	100%	\$4,235.04	\$0.00	\$4,235.04	\$0.00
TOTAL	\$16,940.18	100%	\$16,940.18	\$12,705.14	\$4,235.04	\$0.00

TOTAL AMOUNT DUE THIS INVOICE:  Submitted By: Javier Hinojosa Engineering	\$4,235.04

Office Use Only

INVOICE RECEIVED BY [Signature] ON 8/7/08
 GOODS/SERVICES RECEIVED BY [Signature] ON 8/7/08
 8-1203-431-00-1AE-005-0-131

We Appreciate Your Business.

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

13279
604214
Invoice No. 08090

Customer		Date: August 5, 2008 Project Name: Citrus City Subd. / El Flaco Chiquito Subd.
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores		

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Paving Improvements for the Citrus City Subdivision and El Flaco Chiquito Subdivision Street Paving Improvements.

P.O.#604214

CONTRACT AMT.: \$42,079.80

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$10,519.95	100%	\$10,519.95	\$10,519.95	\$0.00	\$0.00
Design						
Phase 50%	\$21,039.90	100%	\$21,039.90	\$10,519.95	\$10,519.95	\$0.00
Construction						
Phase 25%	\$10,519.95	0%	\$0.00	\$0.00	\$0.00	\$10,519.95
TOTAL	\$42,079.80	75%	\$31,559.85	\$21,039.90	\$10,519.95	\$10,519.95

TOTAL AMOUNT DUE THIS INVOICE:

\$10,519.95

Submitted By:  Javier Hinojosa Engineering

INVOICE RECEIVED BY
 ON 8/16/08

Office Use Only

GOODS/SERVICES RECEIVED BY
 ON 8/5/08

8-1235-17-1-00-123-005-1-134

We Appreciate Your Business.

AI-10522

16.D.2.

**Request for Payment on invoice 08081 for Javier Hinojosa Engineering
CC REGULAR**

Date: 08/12/2008

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. 08081 in the amount of \$3,600.00 for "West Side Street" from contracted engineer, Javier Hinojosa Engineering.

BACKGROUND

PO # 602196

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1203-431-00-123-005-0-731

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

PO # 602196 with \$6,859.50 available as of 08-07-08

Available balance in account as of 08-07-08 \$195,487.35

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:58 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:08 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/07/2008 01:53 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:21 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Rocio Villarreal

Started On: 08/07/2008 08:16
AM

Final Approval Date: 08/08/2008

1302946
602196

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08081

Customer		Date: July 15, 2008 Project Name: West Side Street
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores		

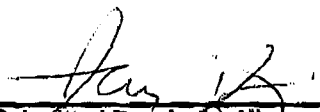
Description
Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Paving Improvements for the West Side Street Paving Improvements. P.O.#602196 CONTRACT AMT.: <u>\$14,838.00</u>

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$2,359.50	100%	\$2,359.50	\$2,359.50	\$0.00	\$0.00
Design						
Phase 50%	\$4,719.00	100%	\$4,719.00	\$4,719.00	\$0.00	\$0.00
Construction						
Phase 25%	\$2,359.50	0%	\$0.00	\$0.00	\$0.00	\$2,359.50
R.O.W. Staking	\$1,800.00	100%	\$1,800.00	\$900.00	\$900.00	\$0.00
R.O.W. Parcels	\$3,600.00	75%	\$2,700.00	\$0.00	\$2,700.00	\$900.00
TOTAL	\$14,838.00	78%	\$11,578.50	\$7,078.50	\$3,600.00	\$3,259.50

TOTAL AMOUNT DUE THIS INVOICE:

147530

\$3,600.00


Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
ON 7/16/08
GOODS/SERVICES RECEIVED BY
ON 7/15/08

9-1203-431-00-123-005-0731

AI-10457

16.E.1.

**Purchase of (4) MX 7' Shredder
CC REGULAR**

Date: 08/12/2008

Submitted By: Elena Gomez, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting authorization to purchase four (4) MX 7' shredders with accessories through Hidalgo County's membership and participation with TASB/BUYBOARD awarded vendor John Deere Company Governmental and National Sales Contract No. 225-05 in the total amount of \$ 10,078.80 (\$2,519.70/Shredder Bid No. 2008-261 Requisition No. 136978).

BACKGROUND

As requested by Pct 4.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1204-431-00-124-007-0-748

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Available balance as of 8-7-08 \$20,656.48

Attachments

Link: Recommendation
and Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 12:07 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 01:01 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/07/2008 02:09 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:26 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Elena Gomez
Started On: 08/05/2008 08:39 AM

Final Approval Date: 08/08/2008

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: AUGUST 05, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O MARIA ELENA GOMEZ, BUYER II
FROM: HIDALGO COUNTY PRECINCT #4 *aranda*
REF: MX 7 SHREDDERS

HIDALGO COUNTY PCT. #4 IS HEREBY RECOMMENDING THE PURCHASE OF FOUR (4) MX 7 SHREDDERS THRU TASBY/BUYBOARD JOHN DEERE COMPANY GOVERNMENTAL & NATIONAL SALES CONTRACT # 225-05 IN THE AMOUNT OF \$2,519.70 EACH FOR A TOTAL OF \$10,078.80.

THESE ITEMS WILL BE PAID FROM ACCOUNT #8-1204-431-00-124-007-0-748, PURCHASING REQUISITION #136978.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC:

COUNTY FILES

AI-10462

16.E.2.

Pct 4-Invoice Nos. 08M54-1, 08M54-2 & 08M54-4-Millennium Engineers Group, Inc.-C-07-265-10-15

CC REGULAR

Date: 08/12/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment of Invoices Nos. 08M54-1, 08M54-2 & 08M54-4 totaling \$1,100.72 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 (PO # 604275) for: "Construction Material Testing" for Paved/Un-Paved, Lateral and C.I.P Projects" within Hidalgo County Pct. 4. (North Doolittle Road - North of FM 2812).

BACKGROUND

PO # 604275

Invoice # 08M54-1 \$ 725.81
Invoice # 08M54-2 \$ 258.31
Invoice # 08M54-4 \$ 116.60
\$1,100.72

Fiscal Impact

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 8/7/08 \$2,116.31. Funding available as of 8/7/08.

Attachments

Link: Invoice Nos.
08M54-1, 08M54-2 &
08M54-4-Millennium
Engineers Group

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 12:43 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 01:03 PM	APRV

3	Manuel Chapa	Manuel Chapa	08/07/2008 11:29 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:29 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Letty Saenz

Started On: 08/05/2008 01:38
PM

Final Approval Date: 08/08/2008

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: AUGUST 05, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: MILLENNIUM INVOICES *[Signature]*
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 INVOICES:

#08M54-1 IN THE AMOUNT OF \$ 725.81,
#08M54-2 IN THE AMOUNT OF \$ 258.31,
#08M54-4 IN THE AMOUNT OF \$ 116.60,
FOR A TOTAL OF \$ 1,100.72

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:
ATTACHMENT:

COUNTY FILES
INV. #08M54-1, 08M54-2 & 08M54-4



Purchase Order COUNTY OF HIDALGO

PO#: 604275

DATE: 05/29/08

Page No 1 OF 1

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

Contract No:

Special Instructions:

PCT. REQ. #0659

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	2,116.31	2,116.31
		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		
		Total		2,116.31

		For Hidalgo County use only		
		8-1204-431-08-124*007*8-731	2,116.31	
		Approved	1,706.22 (F)	
			410.09	
			85.00	

Authorized by:

Martha L. Salazar

Millennium Engineers Group, Inc.

PO Box 4569

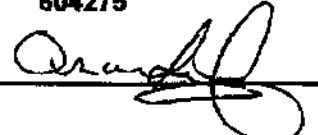
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
6/25/2008	08M54-1

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	7/25/2008	08M54-N Doolittle Rd (NoffM 2812)PO604275

Description	Qty	Rate	Amount
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
Wet Ball Mill	1	160.00	160.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	4.25	39.25	166.81
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: 8/4/2008 GOODS/SERVICES RECEIVED BY: Rumaldo Munoz Jr on: 8/4/2008 Contract #07-264-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total \$725.81

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits \$0.00**Balance Due** \$725.81

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
6/25/2008	08M54-2

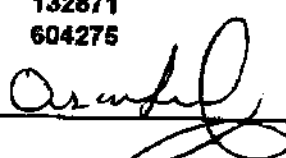
Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	7/25/2008	08M54-N Doolittle Rd (Not FM 2812) PO604275

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
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: 8/4/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr on: 8/4/2008
Contract #07-284-10-15

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	\$258.31
Payments/Credits	\$0.00
Balance Due	\$258.31



Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
7/9/2008	08M54-4

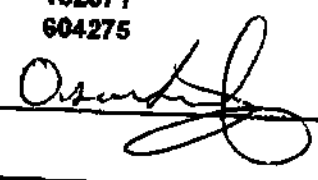
Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	8/8/2008	08M54-N Doolittle Rd (NorFM 2812)PO604275

Description	Qty	Rate	Amount
Hveem Stability	1	85.00	85.00
Engr. Technician (Asphalt)	0.5	42.00	21.00
Report Preparation & Administration	1	10.60	10.60

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: 8/4/2008

GOODS/SERVICES RECEIVED BY:

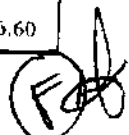
Rumaldo Munoz Jr on: 8/4/2008

Contract #07-264-10-15

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	\$116.60
Payments/Credits	\$0.00
Balance Due	\$116.60





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: 4 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 8/05/2008

TIME: 10:30 AM. / P.M.

COMMENTS: Please place on the next C.C.

Any? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

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AI-10497

16.F.1.

**Educational Promotion Items
CC REGULAR**

Date: 08/12/2008

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 for Hidalgo County to purchase "Educational Promotion Items" through the County's membership/participation with TASB Buyboard's awarded vendor Visual Promotions LLC (266-07) for the Health and Human Services requisitions # 136974, 137015 and 136999 in the total amount of \$34,010.69, which includes imprint and delivery fees.

BACKGROUND

Requisition# 136974 \$16,639.32

Requisition# 137015 \$ 7,350.50

Requisition# 136999 \$10,020.87

Total \$34,010.69

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1293-441-00-340-012-8-603

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to cover requisition# 136974 will be available once AI#10475 (CC Consent 8-12-08) is processed.

FISCAL YEAR: 2008

ACCT. #: 8-1293-441-00-340-006-8-603

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in requisition# 137015 as of 8-7-08.

FISCAL YEAR: 2008

ACCT. #: 8-1293-441-00-340-018-8-603

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in requisition# 136999 as of 8-7-08.

Attachments

Link: [Promotional Items I](#)

Link: [Promotional Items II](#)

Link: [Promotional Items III](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:55 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:02 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/07/2008 05:59 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:39 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW
Form Started By: Matilde Faz			Started On: 08/06/2008 03:32 PM	

Final Approval Date: 08/08/2008

Requisition

Req # 00136974

PO #

Date: 08/04/08

Bill To: x
x

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Josie Escalant
956-383-6221

Vendor : 359394
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

Regular
#10497
8/12/08

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2500	EACH	DO NOT DUPLICATE ORDER Customized Promotional Products Ampaco Line (asi#35916) Wave Die Cut Bags Item: LW9312-25 Color: Frosted Clear Size: 9"x3"12" 3 Color print 1 side Imprint Color: ? Imprint Area: 5"x6" Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty- 3000	.30	750.00
1	EACH	Setup Charges	128.10	128.10
1	EACH	Shipping Charges	59.00	59.00
1000	EACH	Customized Promotional Products Evans (asi#52840) ReUsable NexTemp Oral Thermometer Item: 3600 Product Color: ? Size: 1" x 3 3/4" x 1/8" Imprint Color: ? Imprint Area: 3/4" x 2" Imprint: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty-1000	1.83	1,830.00
1	EACH	Setup Charges	40.00	40.00
1	EACH	Shipping Charges	27.00	27.00
1000	EACH	Customized Promotional Products Noteworthy (asi#74360) Growth Chart Item: GCB-910 1 Color Imprint Imprint Color: Black Imprint Area: 2"x7" Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty-1000	.75	750.00
1	EACH	Shipping Charges	60.96	60.96
1000	EACH	Customized Promotional Products The Wow Line (asi#68670) Plastic Back Scratcher/Shoe Horn	1.00	1,000.00

Authorized By: _____

Requisition

Req # 00136974

PO #

Date: 08/04/08

Bill To: X
X

Vendor : 359394

VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Item: WL336 Color: Assorted Imprint Area: 4"x3/4" Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty-1000		
1	EACH	Setup Charges	50.00	50.00
1	EACH	Shipping Charges	243.82	243.82
600	EACH	Customized Promotional Products Lincoln (asi #5271) 60 minute Timer with a Twist Item: Cow 1 Color imprint Imprint Area: 1"x1/2" Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty-600	2.40	1,440.00
1	EACH	Setup Charges	45.00	45.00
1	EACH	Shipping Charges	185.00	185.00
1000	EACH	Customized Promotional Products Perfect Line (asi#77350) Lunch Pack Item: PV7060 Color: Blue 1 color imprint Imprint Area: on pocket only 5"x5" Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty-1000	1.99	1,990.00
1	EACH	Setup Charges	47.50	47.50
1	EACH	Shipping Charges	394.00	394.00
600	EACH	Customized Promotional Products Lincoln (asi#52710) Man Shaped Bendable Digital Clock Item: MC22 1 color imprint - 1 location Imprint Area: (on back of head) 7/8"x5/8" (on face) 3/4"x1/4" Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty-600	2.60	1,560.00
1	EACH	Setup Charges	45.00	45.00
1	EACH	Shipping Charges	125.00	125.00
1000	EACH	Customized Promotional Products Points of Light (asi#78825) Goofy Pencil/Sharpener Item: JFSHARP 1 color Imprint Color	1.55	1,550.00

Authorized By: _____

Requisition

Req # 00136974

PO #

Date: 08/04/08

Bill To: x
x

Vendor : 359394

VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Imprint Area: 1"x 3/8"		
		Imprint: Hidalgo County Health & Human Services 1304		
		South 25th Ave, Edinburg, TX 78542		
		Qty-1000		
1	EACH	Setup Charges	48.75	48.75
1	EACH	Shipping Charges	44.05	44.05
1000	EACH	Customized Promotional Products	1.95	1,950.00
		Crown Products (asi#47700)		
		Jotter Pad with Click Pen		
		Item: CHRNJOTSK		
		Color: Translucent Blue		
		1 color imprint		
		Imprint Area: 2"x2 1/2"		
		Imprint: Hidalgo County Health & Human Services 1304		
		South 25th Ave, Edinburg, TX 78542		
		Qty-1000		
1	EACH	Setup Charges	50.00	50.00
1	EACH	Shipping Charges	115.00	115.00
2000	EACH	Customized Promotional Products	.42	840.00
		Pens Line USA (asi#52387)		
		Colored Plastic Ballpoint Pens		
		Item: PR-22		
		Barrel Color Blue		
		1color imprint		
		Imprint Area: 1 1/2" x 3/4"		
		Imprint: Hidalgo County Health & Human Services 1304		
		South 25th Ave, Edinburg, TX 78542		
		Qty- 2000		
1	EACH	Setup Charges	28.00	28.00
1	EACH	Shipping Charges	33.00	33.00
2500	EACH	Customized Promotional Products	.28	700.00
		Tee-Gee (asi#68850)		
		Pencil		
		Item: 111		
		Color: Aqua		
		1 color imprint		
		Imprint Area: 4 1/2"x7/8		
		Imprint: Hidalgo County Health & Human Services 1304		
		South 25th Ave, Edinburg, TX 78542		
		Qty-2500		
1	EACH	Shipping Charges	30.14	30.14
1000	EACH	Customized Promotional Products	.41	410.00
		UP Line (asi#92977)		
		Large Medicine Spoon		
		Item: 1000		
		Color: Assorted		
		1 color imprint		
		imprint Area: 1/4"x2 1/4"		

Authorized By: _____

Requisition

Req # 00136974

PO #

Date: 08/04/08

Bill To: X
X

Vendor : 359394
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979) 627-0635

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Imprint: Hidalgo County Health & Human Services 1304 South 25th Ave, Edinburg, TX 78542 Qty-1000		
1	EACH	Setup Charges	40.00	40.00
1	EACH	Shipping Charges	30.00	30.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1293-441-00-340-012-8-603	16,639.32	
			Freight	.00
			Total	16,639.32
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Visual Promotions

Address: 2040 Hwy 90 West
Sealy, TX 77474

Phone: (979) 627-0533

Contact: Robert Weber

Email: rweber@visualpromotions.net

Website: www.visualpromotions.net

Federal ID: 26-0040838

Accepts RFQs: Yes

Contract: Awards, Trophies & Personal Recognition Products #266-07

Effective Date: 5/1/2007

Expiration Date: 6/30/2010

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Free Shipping *

Freight Terms: FOB Destination

freight on board -

Ship Via: Common Carrier

Quote Reference Number: 266-07

Regions Served: All Texas Regions

States Served: All States

Return Policy: 30 days

[\[Log Out \]](#)

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*Maty - Hand
Agenda
Backup*



www.visualpromotions.net

2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Reg# 136974

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	Ship To ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email: delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	*ALL ITEMS QUOTED FOR BUY BOARD PRICING* Customized Promotional Products Ampaco Line (asi # 35916) Wave Die Cut Bags Item: LW9312-25 Color: Frosted Clear Size: 9"x3"x12" 3 color print 1 side Imprint Color: ? Imprint Area: 5" X 6" Imprint: ? Qty-2500	2,500	0.30	750.00	
Setup Charges	Setup Charges	1	128.10	128.10	
Shipping	Shipping Charges	1	59.00	59.00	
	ALL ITEMS QUOTED FOR BUY BOARD PRICING				
		Subtotal			
Thank You For This Opportunity To Serve You! Your Image Is Our Image!		Sales Tax (8.25%)			
		Total			

Thank You For This Opportunity To Serve You!

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attn: Mary Fay

Signature _____

292-7612



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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426

Ship To
ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Evans (asi # 52840) ReUsable NexTemp Oral Thermometer Item: 3600 Product Color: ? Size: 1" x 3 3/4" x 1/8" Imprint Color: ? Imprint Area: 3/4" x 2" Imprint: ? Qty-1000	1,000	1.83	1,830.00	
Setup Charges	Setup Charges	1	40.00	40.00	
Shipping	Shipping Charges	1	27.00	27.00	
	ALL ITEMS QUOTED FOR BUY BOARD PRICING				
		Subtotal			

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Noteworthy (asi # 74360) Growth Chart Item: GCB-910 1 color imprint Imprint Color: Black Imprint Area: 2" x 7" Imprint: ? Qty-1000	1,000	0.75	750.00
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	60.96	60.96

		Subtotal
		Sales Tax (8.25%)
		Total

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products The Wow Line (asi #68670) Plastic Back Scratcher/Shoe Horn Item: WL336 Color: Assorted 1 color imprint Imprint Color: ? Imprint Area: 4" x 3/4" Imprint: ? Qty-1000	1,000	1.00	1,000.00
Setup Charges	Setup Charges	1	50.00	50.00
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	243.82	243.82

Subtotal

Sales Tax (8.25%)

Total

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Lincoln (asi # 52710) 60 Minute Timer with a Twist Item: cow 1 color imprint Imprint Color: ? Imprint Area: 1" x 1/2" Imprint: ? Qty-600	600	2.40	1,440.00	
Setup Charges	Setup Charges	1	45.00	45.00	
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	185.00	185.00	
Subtotal					

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Perfect Line (asi # 77350) Lunch Pack Item: PV7060 Color: Blue 1 color imprint Imprint Color: ? Imprint Area: on pocket only 5" x 5" Imprint: ? Qty-1000	1,000	1.99	1,990.00	
Setup Charges	Setup Charges	1	47.50	47.50	
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	394.00	394.00	

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Lincoln (asi # 52710) Man Shaped Bendable Digital Clock Item: MC22 1 color imprint-1 location Imprint Color: ? Imprint Area: (on back of head) 7/8" x 5/8" or (on face) 3/4" x 1/4" Imprint: ? Qty-600	600	2.60	1,560.00	
Setup Charges	Setup Charges	1	45.00	45.00	
Shipping	Shipping Charges	1	125.00	125.00	
	ALL ITEMS QUOTED FOR BUY BOARD PRICING				

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426

Ship To
ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Points of Light (asi # 78825) Goofy Pencil/Sharpener Item: JFSHARP 1 color imprint Imprint Color: ? Imprint Area: 1" x 3/8" Imprint: ? Qty-1000	1,000	1.55	1,550.00	
Setup Charges	Setup Charges	1	48.75	48.75	
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	44.05	44.05	

Thank You For This Opportunity To Serve You!

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Signature _____



www.visualpromotions.net

2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Crown Products (asi # 47700) Jotter Pad w/ Click Pen Item: CHRNJOTSK Color: translucent blue 1 color imprint Imprint Color: ? Imprint Area: 2" x 2 1/2" Imprint: ? Qty-1000	1,000	1.95	1,950.00
Setup Charges	Setup Charges	1	50.00	50.00
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	115.00	115.00

		Subtotal
		Sales Tax (8.25%)
		Total

Thank You For This Opportunity To Serve You!

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Pens Line USA (asi # 52387) Colored Plastic Ballpoint Pens Item: PR-22 Barrel Color: Blue 1 color imprint Imprint Color: ? Imprint Area: 1 1/2" x 3/4" Imprint: ? Qty-2000	2,000	0.42	840.00	
Setup Charges	Setup Charges	1	28.00	28.00	
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	33.00	33.00	
		</			

Thank You For This Opportunity To Serve You!

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email:delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Tee-Gee (asi # 68850) Pencil Item: 111 Colro: Aqua 1 color imprint Imprint Color: ? Imprint Area: 4 1/2" x 7/8" Imprint: ? Qty-2500	2,500	0.28	700.00	
Shipping	Shipping Charges *ALL ITEMS QUOTED FOR BUY BOARD PRICING*	1	30.14	30.14	

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Reg# 136974



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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1611

Name / Address Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	Ship To ATTN: Delia Garza Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email: delia.garza@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products UP Line (asi # 92977) Large Medicine Spoon Item: 1000 Color: Assorted 1 color imprint Imprint Color: ? Imprint Area: 1/4" x 2 1/4" Imprint: ? Qty-1000	1,000	0.41	410.00	
Setup Charges	Setup Charges	1	40.00	40.00	
Shipping	Shipping Charges	1	30.00	30.00	
Subtotal				\$16,639.32	
Sales Tax (8.25%)				\$0.00	
Total				\$16,639.32	

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Requisition

Req # 00137015

PO #

Date: 08/05/08

Regular
#10497
8/12/08

Bill To: x
x

Vendor : 359394
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

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
3000	EACH	DO NOT DUPLICATE ORDER Customized Promotional Products Jo-Bee (asi#51650) Item: Mood Round Mood Pencil Color:Blue Qty: 3000 Imprint Area: 4"x3/4" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	.33	990.00
1	EACH	Shipping Charges	51.00	51.00
350	EACH	Customized Promotional Products The wow line (asi#68670) Item: S6394 Toothbrush Holder with timer Color: Pink Qty:350 Imprint Area: 1"x1" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	2.95	1,032.50
1	EACH	Setup Charges	50.00	50.00
1	EACH	Shipping Charges	22.00	22.00
450	EACH	Customized Promotional Products The wow line (asi#68670) Item: S6394 Color:Blue Qty:450 Imprint Area: 1"x1" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	2.95	1,327.50
1	EACH	Shipping Charges	30.00	30.00
500	EACH	Customized Promotional Products Beacon Brand Builders (asi#39250) 7day pill box Item: Box-HC207PB olor: Blue Qty:500 Imprint Area: 5"x1/2" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	1.02	510.00
1	EACH	Setup charges	40.00	40.00
1	EACH	Shipping Charges	56.00	56.00

Authorized By: _____

Requisition

Req # 00137015

PO #

Date: 08/05/08

Bill To: x
x

Vendor : 359394

VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1000	EACH	Customized Promotional Products Lincoln (asi#52710) 60 minute timer with a twist Item:pig Size:2 1/4" x 2 1/4: x 2 1/4" Qty:1000 Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	2.40	2,400.00
1	EACH	Setup Charges	45.00	45.00
1	EACH	Shipping Charges	195.00	195.00
3	EACH	Customized Promotional Products Beacon Brand (asi#39250) 6 foot table cover Item: TFLP3-6 Size:125"x65" Color:Black Imprint Color: Black Imprint Area: 34"x65" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542	164.00	492.00
1	EACH	Setup Charges	75.00	75.00
1	EACH	Shipping Charges	34.50	34.50
		Account No	Encumbrance	
		8-1293-441-00-340-006-8-603	7,350.50	
			Freight	.00
			Total	7,350.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 137015



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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1608

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	*ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING* Customized Promotional Products Jo-Bee (asi # 51650) Item: mood Round mood pencil Color: blue Qty-3000 Imprint Color: ? Imprint Area: 4" x 3/4" Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221	3,000	0.33	990.00	
Shipping	Shipping Charges	1	51.00	51.00	
				Subtotal	
Thank You For This Opportunity To Serve You!				Sales Tax (8.25%)	
				Total	

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1608

Name / Address
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426

Ship To
ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products The wow line (asi # 68670) Item: S6394 Toothbrush Holder with timer Color: pink Size: 4 1/2" Qty-350 Imprint color: ? Imprint Area: 1" x 1" Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221	350	2.95	1,032.50	
Setup Charges	Setup Charges	1	50.00	50.00	
Shipping	Shipping Charges	1	22.00	22.00	
Subtotal					
Sales Tax (8.25%)					
Total					

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1608

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Beacon Brand Builders (asi # 39250) 7-day pill box Item: Box-HC207PB Color: Blue Size: 5 3/4" x 7/8" Qty-500 Imprint Area: 5" x 1/2" Imprint Color: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221	500	1.02	510.00	
Setup Charges	Setup Charges	1	40.00	40.00	
Shipping	Shipping Charges	1	56.00	56.00	
Subtotal					
Sales Tax (8.25%)					
Total					

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Very Truly Yours,
L. O. L. L. L.

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1608

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Lincoln (asi # 52710) 60 minute timer with a twist Item: pig Size: 2 1/4" x 2 1/4" x 2 1/4" Qty-1000 Imprint Area: 1" x 1/4" Imprint Color: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221	1,000	2.40	2,400.00
Setup Charges	Setup Charges	1	45.00	45.00
Shipping	Shipping Charges	1	195.00	195.00

	Subtotal
	Sales Tax (8.25%)
	Total

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1608

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Beacon Brand (asi # 39250) 6 Foot Table Cover Item: TFLP3-6 Color: Black Size: 125" x 65" Imprint Color: Gold Imprint Area: 34" x 22" Imprint: Hidalgo County Health & Human Services 1304 south 25th Avenue Edinburg, Texas 78539 Qty-3	3	164.00	492.00	
Setup Charges	Setup Charges	1	75.00	75.00	
Shipping	Shipping Charges	1	34.50	34.50	
Subtotal				\$7,350.50	

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Requisition

Req # 00136999

PO #

Date: 08/05/08

*Regular
#10497
8/12/08*

Bill To: x
x

Vendor : 359394
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

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
3000	EACH	DO NOT DUPLICATE ORDER Customized Promotional Products Ampaco Line (asi#35916) Item: FW1218-25 Frosted Wave Die Cut Bag Size: 12"x16"x18" Color:Frosted Clear Qty: 3000 Imprint Area: 8"x8" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	.44	1,320.00
1	EACH	Setup Charges	133.65	133.65
1	EACH	Shipping Charges	115.00	115.00
1000	EACH	Customized Promotional Products Admart Line (asi#31517) Item: PZ-30950 Cap-off Ballpoint Pen with detachabel key ring top Barrel Color: Blue Black Pen Ink Qty:1000 Imprint Area: Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221 Imprint Area: 3/4"x1 1/4"	.60	600.00
1	EACH	Setup Charges	40.00	40.00
1	EACH	Shipping Charges	24.00	24.00
1000	EACH	Customized Promotional Products Avalon Drinkware (asi#37592) Qty:1000 Imprint Area: 2 3/4"x 3 1/4" Imprint: Hidalgo County Health & Human Services, 78542 (956)383-6221 1 color print on both sides	.45	450.00
1	EACH	Setup Charges	35.00	35.00
1	EACH	Shipping Charges	125.00	125.00
1000	EACH	Customized Promotional Products Maglite (asi# 78825) Item: DA CAP GUY] Size: 7"x2" 1 color print Imprint Area: 1 3/4" x7 1/16" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	1.40	1,400.00

Authorized By: _____

Requisition

Req # 00136999

PO #

Date: 08/05/08

Bill To: x
x

Vendor : 359394

VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	Setup Charges	48.75	48.75
1	EACH	Shipping Charges	63.35	63.35
1500	EACH	Customized Promotional Products Perfect Line (asi #77350) Items:811 Single Pocket suede touch vinyl coin pouch Size: 4 3/8"x3" Qty: 1500 Imprint Area:2 5/8"x1 1/2" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	1.08	1,620.00
1	EACH	Setup Charges	47.50	47.50
1	EACH	Shipping Charges	117.00	117.00
1000	EACH	Customized Promotional Products Sunscreenz (asi#92243) Item: 110 Size: 1 oz Qty: 1000 Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	1.20	1,200.00
1	EACH	Setup Charges	55.00	55.00
1	EACH	Shipping Charges	75.00	75.00
2000	EACH	Customized Promotional Products Noteworthy (asi #74360) Growing up Healthy Growth Chart Item:GCH-920 Size: 8 1/2"x40" Qty: 2000 Imprint Area: 2"x7" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	.75	1,500.00
1	EACH	Setup Charges	30.00	30.00
1	EACH	Shipping Charges	105.00	105.00
800	EACH	Customized Promotional Products StopNgo Line (asi#57655) Stress Ball Item: Stress-BI Color Yellow 1 color imprint Qty:800 Imprint Area: 1 1/8" x 5?16" Imprint: Hidalgo County Health & Human Services, 1304 South 25th Ave., Edinburg, TX 78542 (956)383-6221	1.00	800.00
1	EACH	Setup Charges	40.00	40.00
1	EACH	Shipping Charges	76.62	76.62
1				.00

Authorized By: _____

Requisition

Req # 00136999

PO #

Date: 08/05/08

Bill To: x
x

Vendor : 359394

VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979) 627-0635

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Account No _____	Encumbrance	
		8-1293-441-00-340-018-8-603	10,020.87	
			Freight	.00
			Total	10,020.87
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Vendor Contract Information[Proposal Documents](#)[Back](#)

Vendor: Visual Promotions
Address: 2040 Hwy 90 West
Sealy, TX 77474
Phone: (979) 627-0533
Contact: Robert Weber
Email: rweber@visualpromotions.net
Website: www.visualpromotions.net

Federal ID: 26-0040838

Accepts RFQs: Yes

Contract: Awards, Trophies & Personal Recognition Products #266-07

Effective Date: 5/1/2007

Expiration Date: 6/30/2010

Reg # 136999

Freight Terms: FOB Destination

Ship Via: Common Carrier

Quote Reference Number: 266-07

Regions Served: All Texas Regions

States Served: All States

[\[Log Out \]](#)

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www.visualpromotions.net

2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	*ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING* Customized Promotional Products Ampaco Line (asi # 35916) Item: FW12618-25 Frosted wave die cut bag Size: 12" x 6" x 18" Color: Frosted Clear Qty-3000 Imprint Area: 8"x8" 1-color 1-side imprint Imprint Colors: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221	3,000	0.44	1,320.00	
Setup Charges	Setup Charges	1	133.65	133.65	
Shipping	Shipping Charges	1	115.00	115.00	
		Subtotal			

Rig # 136999

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Admart Line (asi #31517) Item: PZ-30950 Cap-off Ballpoint pen w/ detachable key ring top Barrel Color: Blue Black pen ink Qty-1000 Imprint Color: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221 Imprint Area: 3/4" x 1 1/4"	1,000	0.60	600.00	
Setup Charges	Setup Charges	1	40.00	40.00	
Shipping	Shipping Charges	1	24.00	24.00	
Subtotal					

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Avalon Drinkware (asi # 37592) 16 oz. tall stadium cup Qty-1000 Cup Color: ? Imprint Area: 2 3/4" x 3 1/4" Imprint Color: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221 1-color print on both sides	1,000	0.45	450.00	
Setup Charges	Setup Charges	1	35.00	35.00	
Shipping	Shipping Charges	1	125.00	125.00	
Subtotal					

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Maglite (asi # 78825) Item: DA CAP GUY Color: red Size: 7"x2" 1-color print Imprint Color: ? Imprint Area: 1 3/4" x 7 1/16" Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221 Qty-1000	1,000	1.40	1,400.00	
Setup Charges	Setup Charges	1	48.75	48.75	
Shipping	Shipping Charges	1	63.35	63.35	
Subtotal					

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Perfect Line (asi #77350) Item: 811 Single pocket suede touch vinyl coin pouch Color: green Size: 4 3/8" x 3" Qty-1500 Imprint Color: ? Imprint Area: 2 5/8" x 1 1/2" Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221	1,500	1.08	1,620.00	
Setup Charges	Setup Charges	1	47.50	47.50	
Shipping	Shipping Charges	1	117.00	117.00	
Subtotal					

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2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products Sunscreenz (asi # 92243) Item: 110 Size: 1 oz Qty-1000 Imprint Color: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221 Imprint Area: 1" x 1 7/8" 1-color imprint	1,000	1.20	1,200.00	
Setup Charges	Setup Charges	1	55.00	55.00	
Shipping	Shipping Charges	1	75.00	75.00	
Subtotal					

Thank You For This Opportunity To Serve You!

Your Image Is Our Image!

Signature _____



www.visualpromotions.net

2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Noteworthy (asi # 74360) Growing up Healthy Growth Chart Item: GCH-920 Size: 8 1/2" x 40" Qty-2000 Imprint Area: 2" x 7" Imprint Color: ? Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, TX 78539 956-383-6221	2,000	0.75	1,500.00
Setup Charges	Setup Charges	1	30.00	30.00
Shipping	Shipping Charges	1	105.00	105.00

		Subtotal
		Sales Tax (8.25%)
		Total

Thank You For This Opportunity To Serve You!

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Signature _____



www.visualpromotions.net

2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1607

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		
Item	Description	Qty	Cost	Total	
Promotional Prod...	Customized Promotional Products StopNgo Line (asi # 57655) Stress Ball Item: Stress-B1 Color: yellow 1 color imprint Imprint color: Black Imprint Area: 1 1/8" x 5/16" Imprint: Hidalgo County Health & Human Services 1304 South 25th Edinburg, Texas 78539	800	1.00	800.00	
Setup Charges	Setup Charges	1	40.00	40.00	
Shipping	Shipping Charges	1	76.62	76.62	
		Subtotal			
		\$10,020.87			

Thank You For This Opportunity To Serve You!

Your Image Is Our Image!

Signature _____

AI-10465

16.G.1.

**Roof Repairs for Buildings and Grounds
CC REGULAR**

Date: 08/12/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, acceptance and approval of a proposal from Weatherproofing Technologies, Inc./WTI/Tremco Commercial Line Item Pricing through the county's participation/membership with (TCPN) The Cooperative Purchasing Network contract #R4812 for the provision of labor and materials but not limited to any other accessories as may be needed for roof repairs to Buildings and Grounds Department with authority to issue a purchase order for same under project in an amount not to exceed as follows:

A. Requisition #136590

1. North Side above women's restroom at Grand Jury and Probate Court. Rate of: \$637.44/day x 2 days = \$1,274.88

2. North side above 92nd District Court Office. Rate of: \$637.44/day x 2 days = \$1,274.88

B. Requisition # 136591

1. Atrium East Side Entry. Rate of: \$637.44/day x 4 days = \$2,549.76

2. 5th floor Single-ply Roofing. Rate of: \$637.44/day x 6 days = \$3,824.64

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for pending requisitions as of 8/6/08.

Attachments

Link: [TCPN Roof Repair](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 04:16 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:17 PM	APRV
3	Dale Kennan	Dale Kennan	08/06/2008 05:02 PM	APRV
4	Auditor's Office	Linda Fong	08/07/2008 10:23 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Matilde Faz

Started On: 08/05/2008 03:51
PM

Final Approval Date: 08/07/2008

Requisition

Req # 00136590

PO #

Date: 07/29/08

Bill To: x
xReg.
136591Regular
10465
8/12/08

Vendor : 330485

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD OH 44122
FAX (216)292-5038Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539Contact: ALMA
956-289-7851

Contract No:

Special Instructions:

REQ 928 REF: WORK ORDER 08-1186

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN CONTRACT #4812		
		DO NOT DUPLICATE ORDER		
2	DAY	Roof Repair Above Womens Restroom, North Side at Grand Jury & Probate Court (Man days required 2@637.44)	637.44	1,274.88
2	DAY	Roof Repairs at 92nd South Side Court (Man days required 2@637.44)	637.44	1,274.88
		Account No _____	Encumbrance	
		8-1100-419-40-220-001-0-431	2,549.76	
			Freight	.00
			Total	2,549.76
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

TCPN

Authorized By: _____



**WEATHERPROOFING
TECHNOLOGIES, INC.**
a service division of Tremco Incorporated

Regd 136590

TREMCO

**TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
ROOF REPAIR SERVICES PROPOSAL**

DATE: July 18, 2008

OWNER: County of Hidalgo
2802 So. Business 281
Edinburg, Texas 78539

PROJECT: Roof Repairs
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas

W.O. #
08-1186
Need P.O. # for
Tremco put
repairs &
C.A.H. (fair)
JL 7-18-08

- A. Through The Cooperative Purchasing Network (TCPN) Contract Agreement (#R4812), Weatherproofing Technologies, Inc. (WTI) will provide the following Roof Repair Services on the above referenced Project:

Scope of Work – North Side above Women's Restroom at Grand Jury & Probate Court:

1. Examine roof flashing at exhaust vent as required to identify leak source.
2. Repair base flashing and vent curb cover as required.
3. Pricing is based on Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Contract Agreement (#R4812) through The Cooperative Purchasing Network (TCPN).

Scope of Work – South Side above 92nd Court Office.

1. Examine single-ply roof membrane surface and flashing around exhaust vent and locate all holes, defects, loose laps and other possible areas where water penetration is possible.
2. Repair all holes, loose laps and other deficiencies with proper single-ply repair materials.
3. Re-seal exhaust vent and flashing as required.
4. Pricing is based on Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Contract Agreement (#R4812) through The Cooperative Purchasing Network (TCPN).

- B. Roofing Repair Services will be provided for a total amount of:

North Side above Women's Restroom at Grand Jury & Probate Court

TCPN Contract Agreement #R4812 – Line Item K.1.19 – Minor Roof Repair Calls – \$637.44 / Man Day
Man Days Required 2 x \$637.44 = \$ 1,274.88

South Side above 92nd Court Office

TCPN Contract Agreement #R4812 – Line Item K.1.19 – Minor Roof Repair Calls – \$637.44 / Man Day
Man Days Required 2 x \$637.44 = \$ 1,274.88

Although the total number of Man Days quoted is the best estimate, the actual number of Man Days used will be billed for the actual number of Man Days used, however, should the number of Man Days exceed the amount quoted above, the Owner will be billed no more than the amount quoted above.

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

- C. Through TCPN, construction will begin approximately five (5) days from the issuance of a purchase order. Anticipated completion time is approximately two (2) days.



**WEATHERPROOFING
TECHNOLOGIES, INC.**
a service division of Tremco Incorporated

TREMCO

5 pages

**TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
ROOF REPAIR SERVICES PROPOSAL**

DATE: July 18, 2008

OWNER: County of Hidalgo
2802 So. Business 281
Edinburg, Texas 78539

PROJECT: Roof Repairs
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas

W.O. #
08-1186
Need P.O. # for
Tremco Rat
Specs &
C.A.H. (Gavin)
JL
7-18-08

- A. Through The Cooperative Purchasing Network (TCPN) Contract Agreement (#R4812), Weatherproofing Technologies, Inc. (WTI) will provide the following Roof Repair Services on the above referenced Project:

Scope of Work – North Side above Women's Restroom at Grand Jury & Probate Court:

1. Examine roof flashing at exhaust vent as required to identify leak source.
2. Repair base flashing and vent curb cover as required.
3. Pricing is based on Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Contract Agreement (#R4812) through The Cooperative Purchasing Network (TCPN).

Scope of Work – South Side above 92nd Court Office:

1. Examine single-ply roof membrane surface and flashing around exhaust vent and locate all holes, defects, loose laps and other possible areas where water penetration is possible.
2. Repair all holes, loose laps and other deficiencies with proper single-ply repair materials.
3. Re-seal exhaust vent and flashing as required.
4. Pricing is based on Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Contract Agreement (#R4812) through The Cooperative Purchasing Network (TCPN).

- B. Roofing Repair Services will be provided for a total amount of:

North Side above Women's Restroom at Grand Jury & Probate Court

TCPN Contract Agreement #R4812 – Line Item K.1.19 – Minor Roof Repair Calls – \$637.44 / Man Day
Man Days Required 2 x \$637.44 = \$ 1,274.88

South Side above 92nd Court Office

TCPN Contract Agreement #R4812 – Line Item K.1.19 – Minor Roof Repair Calls – \$637.44 / Man Day
Man Days Required 2 x \$637.44 = \$ 1,274.88

Should the initial number of Man Days required be less than the amount provided, the Owner will be billed for the actual number of Man Days used; however, should the number of Man Days exceed the amount provided above the Owner will be billed no more than the amount provided above.

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

- C. Through TCPN, construction will begin approximately five (5) days from the issuance of a purchase order. Anticipated completion time is approximately two (2) days.

D. In performing these Roof Repair Services, Weatherproofing Technologies, Inc. shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. WTI's total liability shall not exceed the dollar value of the services provided to the Owner by Weatherproofing Technologies, Inc. (See attached Terms and Conditions)

E. Purchase Order should be issued to:

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, Ohio 44122

Reference: TCPN Contract #R4812
WTI / Tremco Commercial Line Item Pricing

Fax Purchase Order to:

Weatherproofing Technologies, Inc.
Ivan Trinidad, Construction Manager
Toll-free fax #: (866) 308 0665

AND

Steven W. Linsteadt, Field Representative
Tremco Incorporated /Weatherproofing Technologies, Inc.
Fax #: (361) 777 3368

Requisition

Req # 00136591

PO #

Date: 07/29/08

Regular
#10465
8/12/08

Bill To: x
x

Reg
136590

Vendor : 330485

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD OH 44122
FAX (216)292-5038

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:

REQ 929 REF: WORK ORDER 08-1171

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN CONTRACT # R4812		
		DO NOT DUPLICATE ORDER		
4	DAY	Roof Repairs at East Side Atrium Entry (Man days required 4@637.44)	637.44	2,549.76
6	DAY	Roof Repairs at 5th Floor Single Ply Roofing(Man days required 6@637.44)	637.44	3,824.64
		Account No _____	Encumbrance	
		8-1100-419-40-220-001-0-431	6,374.40	
			Freight	.00
			Total	6,374.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

TCPN

Authorized By: _____



136591

136591

TREMCO INCORPORATED
ROOF REPAIR SERVICES PROPOSAL

OWNER: County of Hidalgo
Edinburg, Texas 78539

PROJECT: Roof Repairs
Hidalgo County Administration Building
100 E. Cano St.

CV. HZ
11/7/11
West P.O. # 10
did not
(Javier)
18-20

- A. Through The Cooperative Purchasing Network (TCPN) Contract Agreement (#R4812), Weatherproofing Technologies, Inc. (WTI) will provide the following Roof Repair Services on the above referenced Project:

Scope of Work – Atrium East Side Entry:

1. Remove and reinstall metal panels, flashing and trim as required to identify leak source.
2. Re-seal and repair metal panel, flashing and trim and membrane roofing and flashing as required.
3. Steep-slope / multi-story fall protection requirements.
4. Pricing is based on Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Contract Agreement (#R4812) through The Cooperative Purchasing Network (TCPN).

Scope of Work – Fifth Floor Single-ply Roofing:

1. Examine entire single-ply roof membrane surface and locate all holes, defects, loose laps and other possible areas where water penetration is possible.
2. Repair all holes, loose laps and other deficiencies with proper single-ply repair materials.
3. Re-seal all caulk joints at all roof penetrations.
4. Remove all loose dirt and debris from roof surface and dispose of properly
5. Pricing is based on Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Contract Agreement (#R4812) through The Cooperative Purchasing Network (TCPN).

- D. Roofing Repair Services will be provided for a total amount of:

Atrium East Side Entry

TCPN Contract Agreement #R4812 – Line Item K.1.19 – Minor Roof Repair Calls – \$637.44 / Man Day
Man Days Required 4 x \$637.44 = \$ 2,549.76

Fifth Floor Single-ply Roofing

TCPN Contract Agreement #R4812 – Line Item K.1.19 – Minor Roof Repair Calls – \$637.44 / Man Day
Man Days Required 6 x \$637.44 = \$ 3,824.64

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.



- C. Through TCPN, construction will begin approximately five (5) days from the issuance of a purchase order. Anticipated completion time is approximately five (5) days.
- D. In performing these Roof Repair Services, Weatherproofing Technologies, Inc shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. WTI'S total liability shall not exceed the dollar value of the services provided to the Owner by Weatherproofing Technologies, Inc. (See attached Terms and Conditions)
- E. Purchase Order should be issued to:

3735 Green Road
Beachwood, Ohio 44122

Reference: TCPN Contract #R4812
WTI / Tremco Commercial Line Item Pricing

Fax Purchase Order to:

Weatherproofing Technologies, Inc.
Ivan Trinidad, Construction Manager
Tel: 361 777 3368 Fax: 361 777 3368

AND

Steven W. Linstedt, Field Representative
Tremco Incorporated / Weatherproofing Technologies, Inc.
Fax #: (361) 777 3368

AI-10516

16.G.2.

Monitoring Sevices for Fire Alarms, Sprinklers & Security Alarms and related Services

CC REGULAR

Date: 08/12/2008

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration and approval of proposal(s) received from "Simplex Grinnell LP through our membership/participation with awarded vendor through TXMAS Contract #5-03FAC010", in the amount of \$5,071.25 for monitoring of fully functional Fire Alarm & Sprinkler equipment/systems for county owned buildings as described herein (Independent Charges will apply to units that require services as per TXMAS rates):

- A. Adult probation - 3100 S. Bus. 281, Edinburg - Fire alarm
- B. Elsa multi-center - 708 E. Edinburg, Elsa - Fire alarm
- C. Hidalgo County Courthouse - 100 S. Closner, Edinburg - Fire alarm
- D. Hidalgo County Warehouse, San Carlos - E. 107 and 6th St., San Carlos - Burglar alarm
- E. Juvenile Justice Center - 1001 N. Doolittle, Edinburg - Fire alarm
- F. Mansion - 2401 N. Moorefield, Mission - Burglar alarm
- G. Mission Health/WIC - 211 S. Schuebach, Mission - Fire and Security alarm
- H. New Admin. Building - 2803 S. Bus. 281, Edinburg - Fire Alarm
- I. Old Admin. Building - 100 E. Cano, Edinburg - Fire alarm
- J. Pct.1 multi-center - 1902 Joe Stephens, Weslaco - Fire Alarm
- K. Pct.2 multi-center - (South Tower Rd.) Fire Alarm
- L. Pct.3 multi-center - 722,724, and 730 Breyfogle, Palmview - Fire Alarm
- M. CRC San Carlos - 230 N. 86th St., San Carlos - Fire Alarm
- N. San Juan multi-center - 509 E. Earling, San Juan - Fire Alarm

BACKGROUND

As reviewed, approved and submitted by Daniel Flores, Buildings & Grounds Director.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: Various

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Exp Rpt for Obj 413 dated 8/7/08.

Attachments

Link: 08-240

Link: 08-240

Link: 2008 Exp Rpt for

Obj 413 8-7-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 12:02 PM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:07 PM	APRV
3	Dale Kennan	Dale Kennan	08/07/2008 03:27 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:49 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Oscar Garza
Started On: 08/06/2008 05:17 PM

Final Approval Date: 08/08/2008

SimplexGrinnell LP
1200 E. Hackberry Ave Suite A
McAllen, TX 78503

Phone: (956) 618-5284
Fax: (956) 686-9045

www.simplexgrinnell.com

June 19, 2008

Hidalgo County Buildings and Grounds
2803 S. Bus. 281
Edinburg, Texas 78539

Mr. Garza,

The following proposal between SimplexGrinnell and The Hidalgo County Buildings and Grounds has been priced using the following TXMAS Contract number: **TXMAS-5-03FAC010, pricing is effective February 1, 2008 through January 31, 2012.** Upon annual anniversary date, a new PO will be issued for years 2-5 on an annual basis. Hidalgo County Buildings and Grounds reserve the right to cancel the agreement, after the first year, with a written 30 day notice.

The agreement includes annual monitoring of buildings:

1. Adult probation – 3100 S. Bu7s. 281, Edinburg - Fire alarm
2. Elsa multi-center – 708 E. Edinburg, Elsa - Fire alarm
3. Hidalgo County Courthouse –100 S. Closner, Edinburg - Fire alarm
4. Hidalgo County Warehouse, San Carlos – E. 107 and 6th St., San Carlos - Burglar alarm
5. Juvenile Justice Center – 1001 N. Doolittle, Edinburg - Fire alarm
6. Mansion – 2401 N. Moorefield, Mission - Burglar alarm
7. Mission Health/WIC– 211 S. Schuebach, Mission - Fire and Security alarm
8. New Admin. Building – 2803 S. Bus. 281, Edinburg - Fire Alarm
9. Old Admin. Building – 100 E. Cano, Edinburg - Fire alarm
10. Pct.1 multi-center – 1902 Joe Stephens, Weslaco - Fire Alarm
11. Pct.2 multi-center – (South Tower Rd.) Fire Alarm
12. Pct.3 multi-center – 722,724, and 730 Breyfogle, Palmview - Fire Alarm
13. CRC San Carlos – 230 N. 86th St., San Carlos - Fire Alarm
14. San Juan multi-center – 509 E. Earling, San Juan - Fire Alarm

This proposal is for the monitoring of fully functional equipment. Any additional equipment or repairs required are not part of this proposal.

Please post the following TXMAS Contract number: **TXMAS-5-03FAC010** for reference on all correspondence to include purchase orders.

Hourly bill rates outside the contract is as follows: (TXMAS rates)

25% off list price for all parts

Fire Alarm-Conventional
straight time \$89.77 per hour
overtime \$134.66 per hour

Fire Alarm-Addressable
straight time \$108.73 per hour
overtime \$163.09 per hour

Sprinkler
straight time \$94.91 per hour
overtime \$142.37 per hour

Suppression
straight time \$89.78 per hour
overtime \$134.66 per hour

Annual price breakdown: See attached spreadsheet for detail

Sept 1, 2008- August 31, 2009

Monitoring - \$5,071.25

Total \$5,071.25

Burton VanBuren
Sales Representative, SimplexGrinnell

Hidalgo County Buildings and Grounds
DEPARTMENT

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Friday, July 11, 2008 2:04 PM
To: Oscar Garza
Subject: FW: Project #2008-240 Request for Monitoring Services

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Friday, July 11, 2008 2:04 PM
To: 'Daniel Flores'
Subject: RE: Project #2008-240 Request for Monitoring Services

Oscar, the monitoring was priced using the TXMAS-5-03FAC010, pricing is effected February 1, 2009 thru January 31, 2012. Has a 25 percent off list price on all parts.

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Thursday, July 10, 2008 4:21 PM
To: 'Oscar Garza'
Subject: RE: Project #2008-240 Request for Monitoring Services

The agreement looks good. Total for the monitoring of Fire Alarms will come to \$5989.00 a year, Burglar Alarm monitoring is \$756.00 a year.

1. Adult probation-\$420.00 – Fire alarm (alarm system is new should not have any problems)
2. Elsa multi-center-\$420.00 – Fire alarm (alarm system was tampered with needs to be reconnected and will need to get SimplexGrinnell out there to fix all the problems prior to monitoring)
3. Hidalgo County Courthouse-\$420.00 –Fire alarm (system just got worked on should be ok, minor problems with some batteries) have maintenance staff looking at batteries to determine what needs to be ordered.
4. Hidalgo County Warehouse, San Carlos – Burglar alarm – Elections Dept. currently paying for alarm, still need the end of contract date:_____.
5. Juvenile Justice Center- \$420.00 – Fire alarm – new facility.
6. Mansion-\$378.00 – Burglar alarm – facility vacant at this time.
7. Mission Health/WIC-211 S. Schueback – Fire alarm
8. New Admin. Building-\$420.00 – New facility
9. Old Admin. Building-\$420.00 – Fire alarm – system ok, maintenance staff looking at batteries to determine what needs to be ordered.
10. Pct.1 multi-center-\$420.00 – system should be ok, newer type facility.
11. Pct.2 multi-center-\$420.00 – (South tower road)
12. Pct.3 multi-center-\$1260.00 – new facility, system should be ok
13. CRC San Carlos-\$420 – system should be ok newer type facility
14. San Juan multi-center-\$420.00 –new facility

Note:

Pharr Health/WIC will be covered by the WIC Department as per Department Head Norma.

Total for Burglar alarm-\$756.00
Total for Fire alarm - \$5989.00
Total for all Services - \$6745.00

Recommend that we go with SimplexGrinnell for the above mentioned locations. Back up documents will be forwarded to you promptly.

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Thursday, July 10, 2008 1:36 PM
To: Daniel Flores; Javier Carreon
Cc: Martha Salazar; 'Roy Quintanilha'; 'Darlene Betancourt'; 'Ramon Vela'
Subject: Project #2008-240 Request for Monitoring Services

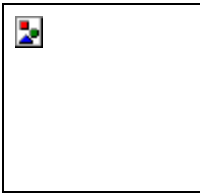
Please let this e-mail serve as a **FORMAL REQUEST** as to the status of the quote received by Simplex Grinnell on proposed project #2008-240 requesting "Monitoring Services for Fire and Security Alarms to County owned Buildings".

Project is on hold pending your review, approval and formal notice to place on agenda.

Proposals were sent for review on June 30, 2008.

Please advice as to what direction you would like to take.

Thank you,



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

Hidalgo County
Expenditure Summary Report

Standard Report Format				1001 - Standard Report Spec				
Account No/Description	Original Budget	Adjustments	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1100 GENERAL FUND								
8-1100-414-00-130-001-0-413 ELECTIONS DEPT-ELEC SURVEILL	15,000.00	.00	15,000.00	.00	90.00	90.00	14,910.00	.60
8-1100-415-15-140-001-0-413 TAX OFF-ELEC SURVEILLANCE & S	.00	1,000.00	1,000.00	.00	546.00	546.00	454.00	54.60
8-1100-415-16-150-001-0-413 CO TREASURER-ELEC SURVEILL &	189.00	-9.00	180.00	90.00	90.00	90.00	.00	100.00
8-1100-415-50-190-002-0-413 HUMAN RESOURCES-ELEC SURVEILL	630.00	.00	630.00	29.84	97.56	97.56	502.60	20.22
8-1100-419-40-220-001-0-413 GEN GOVT BLDG-ELEC SURVEILL &	15,000.00	.00	15,000.00	.00	1,439.70	1,439.70	13,560.30	9.60
8-1100-421-00-115-027-0-413 TX DPS-ELECTRONIC SURVEILLANC	280.00	.00	280.00	110.00	140.00	140.00	30.00	89.29
8-1100-421-00-280-001-0-413 SHERIFF-ELEC SURVEILLANCE & S	1,000.00	.00	1,000.00	90.00	90.00	90.00	820.00	18.00
8-1100-423-32-330-001-0-413 JUV DET HM-ELEC SURVEILLANCE	1,770.00	.00	1,770.00	.00	380.00	380.00	1,390.00	21.47
8-1100-432-00-123-001-0-413 SANITATION PCT.3-ELEC SURVEIL	240.00	.00	240.00	.00	240.00	240.00	.00	100.00
8-1100-441-00-340-003-0-413 HEALTH CLINICS-ELEC SURVEILL	9,636.00	.00	9,636.00	258.24	882.96	882.96	8,494.80	11.84
1100 GENERAL FUND	43,745.00	991.00	44,736.00	578.08	3,996.22	3,996.22	40,161.70	10.23
1201 R&B PRECINCT NO.1								
8-1201-431-00-121-004-0-413 PCT.1 RD ADM-ELEC SURVEILL &	925.00	.00	925.00	120.00	175.00	175.00	630.00	31.89
8-1201-431-00-121-005-0-413 PCT.1 P/U RD-ELEC SURVEILL &	550.00	.00	550.00	100.00	200.00	200.00	250.00	54.55
1201 R&B PRECINCT NO.1	1,475.00	.00	1,475.00	220.00	375.00	375.00	880.00	40.34
1202 R&B PRECINCT NO.2								
8-1202-431-00-122-005-0-413 PCT.2 RD ADM-ELEC SURVEILLANC	4,000.00	-2,000.00	2,000.00	.00	360.00	360.00	1,640.00	18.00
1202 R&B PRECINCT NO.2	4,000.00	-2,000.00	2,000.00	.00	360.00	360.00	1,640.00	18.00
1204 R&B PRECINCT NO.4								
8-1204-431-00-124-005-0-413 PCT.4 RD ADM-ELEC SURVEILLANC	200.00	1,000.00	1,200.00	120.00	204.00	204.00	876.00	27.00
8-1204-431-00-124-007-0-413 PCT.4 P/U RD-ELEC SURVEILL &	.00	300.00	300.00	.00	.00	.00	300.00	.00
1204 R&B PRECINCT NO.4	200.00	1,300.00	1,500.00	120.00	204.00	204.00	1,176.00	21.60
1211 PARKS PRECINCT NO.1								
8-1211-452-00-121-013-0-413 PARKS PCT.1-ELEC SURVEILLANCE	600.00	.00	600.00	184.40	368.80	368.80	46.80	92.20
1211 PARKS PRECINCT NO.1	600.00	.00	600.00	184.40	368.80	368.80	46.80	92.20
1213 PARKS PRECINCT NO.3								
8-1213-452-00-123-008-0-413 PARKS PCT.3-ELEC SURVEILLANCE	240.00	200.00	440.00	.00	420.00	420.00	20.00	95.45
1213 PARKS PRECINCT NO.3	240.00	200.00	440.00	.00	420.00	420.00	20.00	95.45
1291 HIDTA								
8-1291-412-00-270-003-7-413 HIDTA TASK FORCE-ELEC SURVEIL	.00	117.50	117.50	.00	117.50	117.50	.00	100.00
8-1291-412-00-270-003-8-413 HIDTA TASK FORCE-ELEC SURVEIL	.00	240.00	240.00	87.50	5.00	5.00	147.50	38.54

Hidalgo County
Expenditure Summary Report
Standard Report Format

1001 - Standard Report Spec

Account No/Description	Original Budget	Adjustments	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1291 HIDTA								
1291 HIDTA	.00	357.50	357.50	87.50	122.50	122.50	147.50	58.74
1292 WIC								
8-1292-441-00-350-001-8-413 WIC ADM-ELEC SURVEILLANCE & S	.00	17,054.40	17,054.40	654.49	2,437.31	2,437.31	13,962.60	18.13
1292 WIC	.00	17,054.40	17,054.40	654.49	2,437.31	2,437.31	13,962.60	18.13
1293 HEALTH DEPARTMENT								
8-1293-441-00-340-013-8-413 TDH PHPSB-ELEC SURVEILLANCE &	.00	231.00	231.00	.00	231.00	231.00	.00	100.00
8-1293-441-00-340-013-9-413 TDH PHPSB-ELEC SURVEILLANCE &	.00	462.00	462.00	.00	.00	.00	462.00	.00
1293 HEALTH DEPARTMENT	.00	693.00	693.00	.00	231.00	231.00	462.00	33.33
8 YEAR	50,260.00	18,595.90	68,855.90	1,844.47	8,514.83	8,514.83	58,496.60	15.04

AI-10477

16.G.3.

**Service & Repairs of Chillers & General HVAC Equipment
CC REGULAR**

Date: 08/12/2008

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

A. Requesting approval to reject bids received (due to modifications of specifications and requirements) for Hidalgo County Buildings & Grounds-"Service and Repairs of Chillers and General HVAC Equipment" Bid No. 2008-056-06-18-sma

B. Requesting authority to re-advertise and approval of modified procurement packet for Hidalgo County Buildings and Grounds-" Service and Repairs of Chillers and General HVAC Equipment

BACKGROUND

Current Contract expires 09/13/08

Proposed Schedule of Events:

1st Advertisement: August 16, 2008

2nd Advertisement: August 23, 2008

Bid Opening Date: September 3, 2008

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$127,806.34 as of 8/6/08.

Attachments

Link:

memo.specifications &
draft contract

Link: backup-continuation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 04:11 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:16 PM	APRV

3	Dale Kennan	Dale Kennan	08/06/2008 05:22 PM	APRV
4	Auditor's Office	Linda Fong	08/07/2008 10:18 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Sandra Montalvo

Started On: 08/06/2008 10:43 AM

Final Approval Date: 08/07/2008



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds
Attn: Javier Carreon

FROM: Sandra Montalvo, Buyer *SM*
Hidalgo County Purchasing Department

DATE: June 19, 2008

RE: Bid Award Recommendation Request: Bid No. 2008-055-06-18-SMA -HIDALGO
COUNTY BUILDINGS AND GROUNDS-" SERVICE & REPAIRS OF CHILLERS AND
GENERAL HVAC EQUIPMENT"

We have received three (3) 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 23, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, July 1, 2008.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
	<i>Reject all bid & re advertise due to</i>
	<i>modifications of specifications.</i>

BUDGET ACCOUNT: 8-1100-419-40-020-001-0-431


Authorized Signature

DANIEL FLORES
Printed Name

7/15/08
Date

M E M O R A N D U M

To: Daniel Flores
Buildings and Grounds, Director

via fax: 318-2648
via: daniel.flores@co.hidalgo.tx.us

Attn: Javier Carreon
Buildings and Grounds, Foreman

via: javier.carreon@co.hidalgo.tx.us

From: Sandra Montalvo
Purchasing Dept., Buyer

Date: August 4, 2008

Re: Bid No. 2008-000-00-00-SMA- Approval of Specifications for "SERVICE & REPAIR OF ALL HVAC EQUIPMENT" for Hidalgo County Buildings and Grounds

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

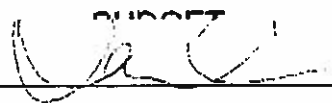
If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☒

DISAPPROVE ☐

APPROVED WITH MODIFICATIONS ☐

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐ Other
(specify) _____


AUTHORIZED SIGNATURE

DANIEL FLORES
PRINTED NAME

8/4/08
DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,
VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no
later than Tuesday, August 5, 2008.**

Enclosures

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County Buildings and Grounds
REQUEST FOR BIDS
"Service & Repairs of Chillers and General
HVAC Equipment"
BID No. 2008-000-00-00-SMA

EXHIBIT "A"

HIDALGO COUNTY BUILDING AND GROUNDS "Service and Repairs of Chillers and General HVAC Equipment" Bid No.: 2008-000 00-00-SMA

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE OF SERVICES:

The requirement services and repairs contract will encompass all services project-related to Chillers, General HVAC Equipment and delivery parts to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site.
2. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.
3. All repairs and services (with mark up rate), will be on an "AS NEEDED BASIS-ONLY" There is no guaranteed of an annual volume, for either services and/or repairs.
4. Vendor will provide original equipment manufacturer (OEM) repair parts.
5. Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.
6. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
7. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Building and Grounds Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.
8. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.
9. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

10. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
11. Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.
12. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**
13. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.

BID AWARD:

14. All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:
 - a. The overall purchase price.
 - b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
 - c. The reputation of the bidder.
 - d. The quality of the bidder's goods or services from references.
 - e. The bidder's past performance.
15. Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.
16. Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
 - a) When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
 - b) When the County finds that an additional service provider is required due to

simultaneous break downs have occurred.

17. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

BID PAGE

18. Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.
19. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year term under the same rates terms and conditions.
2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term
3. County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.
4. After contract is awarded if/and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
5. 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.
6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly wage. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

7. All invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.
8. References: Lists of references are required by Hidalgo County.
9. 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.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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) **Timeframe 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.

10. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 27, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 29, 2008 by 5:00 p.m.

EXHIBIT "B"
BID PAGE

Hidalgo County Buildings and Grounds
REQUEST FOR BIDS
"Service & Repairs of Chillers and General HVAC
Equipment"
BID No. 2008-000-00-00-SMA

Bid No. 2008-000-00-00-SMA

BIDDER'S/COMPANYNAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE No. _____ FAX No. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

E-MAIL ADDRESS: _____

SERVICE CONTRACT

**Hidalgo County Buildings and Grounds
REQUEST FOR BIDS
“Service and Repairs of Chillers and General HVAC
Equipment”
BID No. 2008-000-00-00-SMA**

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-000-00-00**

THIS CONTRACT is made and entered into this _____ day of _____, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Service & Repairs of Chillers and General HVAC Equipment**" of _____ (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 _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverage's and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

Approved by Commissioners' Court on, _____ 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 AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

AI-10485

16.H.1.

**TAX-Scanner Purchase
CC REGULAR**

Date: 08/12/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Tax Office

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (TCPN) The Cooperative Purchasing Network for Tax Office with CDW Government TCPN R-4713 requisition #136173 for the amount of \$5,443.53

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-15-140-001-0-743

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$11,187.41 available funds as of 08/07/08.

Attachments

Link: TAX-Scanner
Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 04:14 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:18 PM	APRV
3	Rey Salazar	Rey Salazar	08/07/2008 02:33 PM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 09:15 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 09:37 AM	APRV

Form Started By: Matilde Faz

Started On: 08/06/2008 01:49 PM

Final Approval Date: 08/08/2008

Requisition

Req # 00136173

PO #

Date: 07/17/08

Bill To: X
X

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Vendor: 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Contact: EDBG-AUTO
956-289-7472

Contract No:

Special Instructions:
M-60

*Regular # 10485
8/22/08*

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN CONTRACT # 4713 DO NOT DUPLICATE ORDER		
5	EACH	1361629 SAMSUNG SATA 1 TB 7.2K HD MFG# SAM-HD103UJ (HARD DRIVE)	200.28	1,001.40
1	EACH	1299978 HIGHPOINT 4 SATA 11 3GB/S PORTS MFG# HIR-ROCKETRAID2210 (STORAGE CONTROLLER)	199.32	199.32
1	EACH	1066273 FUJITSU FI-5650C W/VRS 4.1 BASIC SW MFG# FUJ-PA03338-B535 (SCANNER) WITH VRS 4.1 PRO, USB, SCSI, NO CARD/CABLE	4,242.81	4,242.81
0	EACH	THIS SCANNER IS NEEDED AT THE EDINBURG AUTO LICENSE DEPT 2804 S BUS HWY 281 TO SCAN DOCUMENTS	.00	.00
		Account No	Encumbrance	
		8-1100-415-15-140-001-0-743	5,443.53	
			Freight	.00
			Total	5,443.53
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i>package Deal Just \$ 48419</i>		
		<i>Scanner needed @ Edinburg Auto License.</i>		
				<i>TCPN</i>

Authorized By: _____

Reg# 136173 Attn: Janya

Page 1



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Right Away.™**

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
LHN0515	6324564	7/17/2008

B MARY GARCIA
I 2804 S BUSINESS HWY 281
L
L HIDALGO COUNTY TAX OFFICE
T EDINBURG, TX 78539
O

S HIDALGO COUNTY TAX OFFICE
H 2804 S BUSINESS HWY 281
I
P MARY GARCIA

T EDINBURG, TX 78539
O Contact: MARY GARCIA 956-289-7472

Customer Phone # 9562897472

Customer P.O. # DRIVES

QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JAY CARLILE 866-224-6448	FEDEX Ground	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5	1361629	SAMSUNG SATA 1TB 7.2K HD Mfg#: SAM-HD103UJ Contract: TCPN CONTRACT #R4713 R4713	200.28	1001.40
1	1299978	HIGHPOINT 4 SATA II 3GB/S PORTS Mfg#: HIH-ROCKETRAID2210 Contract: TCPN CONTRACT #R4713 R4713	199.32	199.32
1	1066273	FUJITSU FI-5650C W/VRS 4.1 BASIC SW Mfg#: FUJ-PA03338-B535 Contract: TCPN CONTRACT #R4713 R4713	4242.81	4242.81
SUBTOTAL				5443.53
FREIGHT				.00
SALES TAX				.00

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

TOTAL ➡ US Currency
5,443.53

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9492

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

AI-10495

16.I.1.

**Replacement of A/C Units at the Restitution Center and Boot Camp
CC REGULAR**

Date: 08/12/2008

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Adult Probation

Information

CAPTION

Presentation for discussion, acceptance and approval of a proposal from Johnson Controls, Inc., through the county's participation/membership with TXMAS 05-03FAC020-HVAC Maintenance & Service for the provision of labor and materials but not limited to any other accessories as may be needed for a turnkey solution for: Replacement of A/C Units at the Restitution Center and Boot Camp Facilities (i.e. A/C Installation and/or improvements to Hidalgo County's Restitution Center and Boot Camp) Project is to continue with proposed project #2008-253 as follows:

Phase II (Rehab Bldg) amount not to exceed----- \$45,094.31

Phase III (Restitution Center) amount not exceed ---- \$45,588.53

Total Amount ----- \$90,682.84

BACKGROUND

As per previous action taken on CC 07/01/08 approving phase I; a continuation phase II and III to complete proposed project #2008-253.

See AI-10550

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1XXX-423-00-320-00X-X-43X

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO # 607411 with available balance of \$45,094.31 is available for Phase II

New PO or PO increase will be needed to fund Phase III. Possible accounts to use are:
8-1100-423-00-320-008-0-431 with \$0.00 available as of 08/07/08,
8-1297-423-00-320-008-8-431 with \$30,183.19 available as of 08/07/07 and
8-1297-423-00-320-005-8-431 with \$36,537.02 available as of 08/07/07.

See AI-10550

Attachments

Link: [08-253](#)

Link: [08-253](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 04:22 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 10:54 AM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 09:53 AM	APRV
4	Veronica Lopez	Veronica Lopez	08/08/2008 10:04 AM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 10:46 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Oscar Garza

Started On: 08/06/2008 03:29 PM

Final Approval Date: 08/08/2008



TXMAS-05-03FAC020 – HVAC Maintenance & Service

7-9-08 (Phase II Rehab Building)

Hidalgo County
Purchasing Department
100 E. Cano, 4th Floor
Administration Building
Edinburg, TX 78539

Attn: Mr. Oscar Garza

Subject: **Proposal** **TXMAS** Preferred Customer Pricing - **TXMAS-05-03FAC020 – HVAC Maintenance & Service**

Hidalgo County Rehabilitation Building – Kitchen, Dining, Classroom, & Office

Install 2 complete DX Split A/C Systems 6-T & 12.5-T Indoor & Outdoor for Rehab Classroom & Rehab Office

Install 1 Air Handling Unit 15-T Rehab Dining Room

(1) Install Condenser Hail Guard Rehab Kitchen

(1) Move Kitchen Condenser 24" from wall & Re-pipe, after concrete pad is extended by customer

To Whom It May Concern:

Johnson Controls Service is pleased to present the following **TXMAS** proposal. We propose to furnish the service specified herein at prices stated and in accordance with Johnson Controls standard terms and conditions. Johnson Controls would like to submit the following proposal for your review and approval.

Scope of Work:

- Isolate each system being worked on, where required
- Lock out tag out any & all electrical required
- Recover refrigerant per EPA standards where necessary
- Demo old defective identified condensers(Rehab Classroom & Office)
- Demo old defective identified air handling units(Rehab Classroom, Office, & Dining Room)
- Install Two New DX Split Systems Indoor & Outdoor units(Rehab Classroom, & Office)
- Install One New Air Handler (Dining Room)
- Make necessary transitions on existing sheet metal to each Air Handler Unit being installed
- Weld copper tubing where necessary
- Check for leaks on units being installed
- Insulate suction lines on units being installed
- Re-wire utilizing existing disconnects & electrical
- Utilize existing T-stat & controls
- Weigh in refrigerant charge to each unit being installed where required
- Provide customer with any further recommendations

Exclusion & Responsibilities

- Any repairs outside this proposal's scope of work are excluded unless another proposal is requested or change order.
- Overtime is not included & excluded completely from this proposal unless the customer requests a quote for work done on overtime.
- Upgrades on ducting is excluded
- Upgrades to existing electrical is excluded
- Upgrades on controls or control devices are excluded
- Concrete work is excluded & would be the clients responsibility
- Any painting is excluded & would be the clients responsibility
- Fence removal or repairs are excluded & would be the clients responsibility
- Additional Insulation is excluded



TXMAS-05-03FAC020 – HVAC Maintenance & Service

- Air balance is excluded

Recommendations

- It is our sincere recommendation that a maintenance & service agreement be provided after the work is complete for these AC units. In order to help maintain them properly.

The price for the above work & equipment is: *\$45,094.31 +plus any applicable taxes.*

Thank you for the opportunity to quote on this valued inquiry and your interest in Johnson Controls, Inc. Maintenance and Energy Services. Quote is good for 30 days from the above date. All work to be performed during normal business hours (Mon. thru Fri. from 8am to 5pm).

*** Proprietary:**

Johnson Controls, as a benefit to you, has developed the concepts detailed in this proposal on 7/9/2008. These are considered by Johnson Controls to be confidential and proprietary. These ideas and concepts remain the sole property of Johnson Controls, Hidalgo County acknowledge and agree to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Johnson Controls. Any unauthorized use of these ideas and concepts is strictly prohibited.

Mobilization Fee:

30% of the total amount will be invoiced upon the order of the equipment & materials necessary to complete the job.

Closing:

Again, thank you for your interest in Johnson Controls. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Lonnie Cavazos
Johnson Controls, Inc.
York Service
Account Executive
Rio Grande Valley
Office 956.535.2718
Fax 956.428.1591
Adalberto.cavazos@jci.com



TXMAS-05-03FAC020 – HVAC Maintenance & Service

*** SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED ***

- If this proposal is approved please fill out this acceptance page & fax to (956) 428-1591. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print):_____

Title:_____

Signature:_____

* Purchase Order:_____

Date:_____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.



TXMAS-05-03FAC020 – HVAC Maintenance & Service

9. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. Entire AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



TXMAS-05-03FAC020 – HVAC Maintenance & Service

7-23-08 (Phase III Restitution Center Building)

Hidalgo County
Purchasing Department
100 E. Cano, 4th Floor
Administration Building
Edinburg, TX 78539

Attn: Mr. Oscar Garza

Subject: **Proposal** [TXMAS](#) Preferred Customer Pricing - **TXMAS-05-03FAC020 – HVAC Maintenance & Service**

Hidalgo County Restitution Center Building – Dining Room, Dorm A, Dorm B, Dorm C, Front Lobby, Offices Area

Install 2 complete DX Split A/C Systems 6-T Indoor & Outdoor for Dorm B, & Office Area

Install 1 Air Handling Unit 10-T Lobby Area

On Six Air Handlers make Sheet Metal - Modifications & Offset return air duct for access to make repairs

On Six Air Handlers make Sheet Metal – Modifications & Re-route fresh outside air plenums to attic space

Move Six Condensers 24" from wall & Re-pipe, after concrete pad is extended by customer

Air Balance all Six Air Handlers Units to assure proper ventilation to each space

To Whom It May Concern:

Johnson Controls Service is pleased to present the following [TXMAS](#) proposal. We propose to furnish the service specified herein at prices stated and in accordance with Johnson Controls standard terms and conditions. Johnson Controls would like to submit the following proposal for your review and approval.

Scope of Work:

- Isolate each system being worked on, where required
- Lock out tag out any & all electrical required
- Recover refrigerant per EPA standards where necessary
- Demo old defective identified condensers(Dorm B & Office Area)
- Demo old defective identified air handling units(Dorm B, Office Area, & Lobby)
- Install Two New DX Split Systems Indoor & Outdoor units(Dorm B, & Office Area)
- Install One New Air Handler (Lobby)
- Make necessary transitions on existing sheet metal to each Air Handler Unit being installed
- After customer extends concrete slabs move all six condenser units at least 24" on all sides & 36" between units for proper heat transfer
- Weld copper tubing where necessary
- Check for leaks on units being installed
- Insulate suction lines on units being installed
- Re-wire utilizing existing disconnects & electrical
- Utilize existing T-stat & controls
- Weigh in refrigerant charge to each unit being installed where required
- Sheet Metal - Modifications & Offset return air duct for access to make repairs on all six Air Handlers
- Sheet Metal – Modifications & Re-route fresh outside air plenums to attic space on all six Air Handlers
- Air Balance all six Air Handlers to assure proper air ventilation
- Provide customer with any further recommendations



TXMAS-05-03FAC020 – HVAC Maintenance & Service

Exclusion & Responsibilities

- Any repairs outside this proposal's scope of work are excluded unless another proposal is requested or change order.
- Overtime is not included & excluded completely from this proposal unless the customer requests a quote for work done on overtime.
- Upgrades on ducting is excluded
- Upgrades to existing electrical is excluded
- Upgrades on controls or control devices are excluded
- Concrete work is excluded & would be the clients responsibility
- Any painting is excluded & would be the clients responsibility
- Fence removal or repairs are excluded & would be the clients responsibility
- Additional Insulation is excluded
- Air balance is excluded

Recommendations

- It is our sincere recommendation that a maintenance & service agreement be provided after the work is complete for these AC units. In order to help maintain them properly.

The price for the above work & equipment is: *\$45,588.53 +plus any applicable taxes.*

Thank you for the opportunity to quote on this valued inquiry and your interest in Johnson Controls, Inc. Maintenance and Energy Services. Quote is good for 30 days from the above date. All work to be performed during normal business hours (Mon. thru Fri. from 8am to 5pm).

*** Proprietary:**

Johnson Controls, as a benefit to you, has developed the concepts detailed in this proposal on 7/23/2008. These are considered by Johnson Controls to be confidential and proprietary. These ideas and concepts remain the sole property of Johnson Controls, Hidalgo County acknowledge and agree to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Johnson Controls. Any unauthorized use of these ideas and concepts is strictly prohibited.



TXMAS-05-03FAC020 – HVAC Maintenance & Service

Mobilization Fee:

30% of the total amount will be invoiced upon the order of the equipment & materials necessary to complete the job.

Closing:

Again, thank you for your interest in Johnson Controls. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Lonnie Cavazos
Johnson Controls, Inc.
York Service
Account Executive
Rio Grande Valley
Office 956.535.2718
Fax 956.428.1591
Adalberto.cavazos@jci.com



TXMAS-05-03FAC020 – HVAC Maintenance & Service

*** SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED ***

- If this proposal is approved please fill out this acceptance page & fax to (956) 428-1591. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print):_____

Title:_____

Signature:_____

* Purchase Order:_____

Date:_____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration



TXMAS-05-03FAC020 – HVAC Maintenance & Service

Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **Entire AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

AI-10513

16.J.1.

Hidalgo County Sheriff's Office- "Police Administration Software"-Acceptance of sole response received and authority to negotiate "bafo"

CC REGULAR

Date: 08/12/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

A. Presentation for discussion, consideration, and action in connection with the sole response received for RFP No.: 2008-005-07-09-MSS- Hidalgo County Sheriff's Office -"Police Administration Software" for the purposes of ranking as "qualified" and meeting requirements for the purposes of proceeding forward with the proposal process;

B. Requesting authority for Purchasing Department to enter into negotiations with qualified proposer including any best and final offers in order to finalize a contract for consideration and award.

BACKGROUND

-Please see attached Participation Log

Sole respondent is: Orion Communications, Inc.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-421-00-280-001-0-747

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 08-06-08: \$35,000.00

Attachments

Link: [Proposals](#)

[Acceptance Sheet](#)

Link: [Participating Vendors](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:58 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:06 PM	APRV
3	Rey Salazar	Rey Salazar	08/07/2008 04:47 PM	APRV

4	Auditor's Office	Linda Fong	08/08/2008 09:13 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 09:38 AM	APRV

Form Started By: Moises Salazar

Started On: 08/06/2008 04:52 PM

Final Approval Date: 08/08/2008

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF=S DEPARTMENT

RFP OPENING DATE: July 8, 2008

RFP OPENING TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL : HIDALGO COUNTY SHERIFF=S DEPARTMENT –APOLICE ADMINISTRATION SOFTWARE@

BID NO: 2008-005-07-09-MSS

RFP NO.	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT	BID/PERFORMANCE BOND SUBMITTED
1.	Orion Communications, Inc.	√	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: July 9, 2008 BID OPENING TIME: 9:30 A.M.

**DEPARTMENT/RFP DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE –
POLICE ADMINISTRATION SOFTWARE"**

RFP NO.: 2008-005-07-09-MSS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	CONTACT INFORMATION PHONE NO
1. Orion Communications, Inc. 8235 Douglas Ave., Suite 410 Dallas, TX 75225	BLM	Sent via e-mail to: ddelatte@orioncom.com	06/23/08	Attn: Tracy DeLatte 214-361-1203 Ext. 2401 214-878-4785 214-234-0790 Fax
2.PTS Solutions	TR	charleyh@ptssolutions.com	07-01-08	Attn: Charles Honeycutt (225) 572-6697 (380) 216-4819
3. Denovo-Process, Software, Solutions	TR	slawson@denovoconsulting.com	07-01-08	Attn: Dawn Lawson (816) 665-7871 (866) 725-2542
4.				
5.				
6.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-10468

16.K.1.

Scanners Purchase

CC REGULAR

Date: 08/12/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (TCPN) The Cooperative Purchasing Network for District Clerk Office with CDW Government TCPN R-4713 requisition #136430 for the amount of \$10,420.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-412-00-090-001-0-743

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in req #136430 is \$10,576.00 for CDW Government, Inc. as of 8-6-08.

Attachments

Link: TCPN Scanners
Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 04:11 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/06/2008 04:48 PM	APRV
4	Auditor's Office	Linda Fong	08/07/2008 10:16 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Matilde Faz

Started On: 08/05/2008 04:49 PM

Final Approval Date: 08/07/2008

Vendor : 153915
CDW GOVERNMENT INC.
200 N MILWAUKEE AVE
VERNON HILL IL 60061

*\$ 15
8/12/08*

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **stephanie**
956-318-2200

Contract No:

Special Instructions:
REQ. NO: 072208-4

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	Tcpn Contract #r4713 DO NOT DUPLICATE ORDER Fujitsu fi-5750C Scanner with VRS 4.1 Pro, USB, Ultra SCSI, No Card/Cable Account No 8-1100-412-00-090-001-0-743 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	5,288.00 <u>Encumbrance</u> 10,576.00 Freight Total	10,576.00 10,576.00

TCPN

Authorized By: _____

[Order Center](#)[Quotes and Favorites](#)[Manage Your Account](#)[Tools](#)[Account Support](#)

Quotes

[Recent Quotes](#) [Quote Details](#)

Quote #

Find It

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Quote Information

Quote #: KWW0877**Status:** Open**Quote Date:** 6/4/2008**Contact:** STEPHANIE PALACIOS**Description:** FI-5750C QUOTE

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Shipping Address

HIDALGO COUNTY DISTRICT CLERK

STEPHANIE PALACIOS
100 N CLOSNER BLVD
EDINBURG, TX 78539-3523

Need Help?

**Contact**
Jay Carille
Phone: (866) 224-6448
Fax: (312) 705-9492
[E-Mail quote to Jay](#)

Billing Address

STEPHANIE PALACIOS
ATTN: HIDALGO COUNTY
100 N CLOSNER BLVD
EDINBURG, TX 78539-3523

(956) 318-2200

Payment Method

Select payment method during checkout.

Shipping Method

Eagle Deferred

[Send quote to an associate](#)

Product

Fujitsu FI-5750C Scanner with VRS 4.1 Pro, USB, Ultra SCSI, No Card/Cable

Contract

Tcph Contract #r4713

CDW

1066275

Mfg Part

PA03338-B035

Qty

2

Price

\$5,288.00

Ext. Price

\$10,576.00

Sub-Total

\$10,576.00

Shipping:

\$0.00

Grand Total

\$10,576.00

*Tax may change if this quote is amended by your account manager.

[ADD TO CART](#)[About Us](#)[Careers](#)[Newsroom](#)[Terms and Conditions](#)[Contact Us](#)[The Right Technology. Right Away.®](#)

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AI-10494

16.L.1.

**BCAP PCT #2 - PYMT FOR ELDORA/1426
CC REGULAR**

Date: 08/12/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Change Order No 1 for Eldora/1426 C-CAP-08-010-05-13 for material and work adjustments in the amount of \$4,404.00 (decrease) project engineer is R. Gutierrez Engineering Corporation, and contractor is Sascon, Inc, a Border Colonia Access Program Project(s).

B. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 (final) in the amount of \$46,933.20 and Application for Retainage Release in the amount of \$ 5,214.80 from SASCON, INC, contracted vendor for ELDORA/1426 Subdivision submitted by engineer R. Gutierrez Engineering, Corporation.
C-CAP-08-010-05-13

C. Requesting approval of ?Certificate of Construction Completion? submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date June 27, 2008 of for Eldora/1426 with contractor Sascon Inc. C-CAP-08-010-05-13

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1311-431-00-122-253-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #604974 has \$56,552.00 available, as of 8/7/08, to pay pending applications for payment and release of retainage.

Attachments

Link: [INVOICES](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 04:15 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:20 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/07/2008 08:18 AM	APRV
4	Dale Kennan	Dale Kennan	08/07/2008 08:34 AM	APRV

5	Auditor's Office	Linda Fong	08/07/2008 10:26 AM	APRV
6	Mike Escaname	Mike Escaname	08/07/2008 05:21 PM	APRV
7	Linda Fong	Linda Fong	08/08/2008 03:28 PM	APRV
8	Purchasing Department	Marty Salazar	08/08/2008 04:27 PM	APRV
9	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Laura Moya

Started On: 08/06/2008 03:25 PM

Final Approval Date: 08/08/2008

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Monday, August 04, 2008 3:20 PM
To: Laura Moya; Martha.Salazar@co.hidalgo.tx.us
Subject: FW: Agenda request for payment - Eldora/1426
Attachments: eldora 1426 payment 1.PDF; memo eldora payment 1 release of.PDF

Forgot to attach Memorandum...

From: Marcie Jackson [mailto:marcie.jackson@co.hidalgo.tx.us]
Sent: Monday, August 04, 2008 2:37 PM
To: Laura Moya (laura.moya@co.hidalgo.tx.us); 'Martha.Salazar@co.hidalgo.tx.us'
Subject: Agenda request for payment - Eldora/1426

Please place the attached referenced item(s) on Commissioner's Court agenda for August 12, 2008. Application for Payment No. 1 total of \$46,933.20 EIDora/1426 Subdivision and the Release of Retainage total of \$5,214.80 EIDora/1426 Subdivision Account # 8-1311-431-00-122-253-0-733, Project by R. Gutierrez Engineering Corp. and Contractor Sascon Inc. Please insure that the correct contract number is included.

Thanks,
Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

8/6/2008



Hidalgo County Border Colonias Access Program MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Precinct 2 Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director 
Marcie Jackson, Hidalgo County BCAP Administrator Assistant

Date: 04 August 2008

Subject: Request Approval to Pay Application for Payment No. 1 – ElDora/1426
Subdivision and Release of Retainage – ElDora/1426 Subdivision
CSJ:2C1080253 a 2nd Call Colonia Project.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday August 12, 2008

Precinct 2 is requesting approval to pay Application for Payment NO.1 and the Release of Retainage for the above – subject 2nd Call Colonia Project. The amount of the request(s) is Application No.1 \$46,933.20 and Release of Retainage amount is \$5,214.80 as approved by the project engineer R. Gutierrez Engineering Corp. The project contractor is Sascon Inc.

Additionally, the Precinct is also requesting approval of Certificate of Completion for the above-subject matter.

Account Number: 8-1311-431-00-122-253-0-733

Please insure that the correct contract number is included.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Sascon, Inc. (CONTRACTOR)
 Contract: C-CAP-08-010-05-13
 Project: ELDORA/1426 SUBDIVISION(S)
 OWNER's Contract No. C-CAP-08-010-05-13 ENGINEER's Project No. ENG05.012a
 For Work accomplished through the date of: 9-Jul-2008

1. Original Contract Price:	\$ <u>56,552.00</u>
2. Net change by Change Orders and Written Agreements (+ or -):	\$ <u>(4,404.00)</u>
3. Current Contract Price (1 plus 2):	\$ <u>52,148.00</u>
4. Total completed and stored to date:	\$ <u>52,148.00</u>
5. Retainage (per Agreement):	
0% of completed Work:	\$ -
10% of stored material:	\$ -
Total Retainage:	\$ -
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>52,148.00</u>
7. Less previous Application for Payments:	\$ <u>(46,933.20)</u>
8. Balance to Finish:	\$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ <u>5,214.80</u>

Accompanying Documentation:

P.O.# 604974

8.1311.431.00.122.253 0.733

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 RETAINAGE RELEASE 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 10-Jul-08

Sascon, Inc.

CONTRACTOR

By: [Signature]

State of Texas

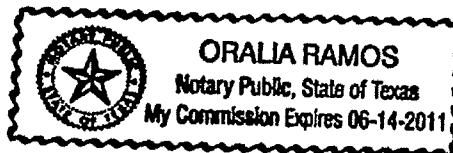
County of Hidalgo

Subscribed and sworn to before me this 10th day of July 2008

Oralia Ramos

Notary Public

My Commission expires: 06/14/2011



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10-Jul-08

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: [Signature] P.E.

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Sascon, Inc. (CONTRACTOR)
 Contract: C-CAP-08-010-05-13
 Project: ELDORA/1426 SUBDIVISION(S)
 OWNER's Contract No. C-CAP-08-010-05-13 ENGINEER's Project No. ENG05.012a
 For Work accomplished through the date of: 9-Jul-2008

1. Original Contract Price:		\$ <u>56,552.00</u>
2. Net change by Change Orders and Written Agreements (+ or -):		\$ <u>(4,404.00)</u>
3. Current Contract Price (1 plus 2):		\$ <u>52,148.00</u>
4. Total completed and stored to date:		\$ <u>52,148.00</u>
5. Retainage (per Agreement):		
<u>10% of completed Work:</u>	\$ <u>5,214.80</u>	
<u>10% of stored material:</u>	\$ <u>-</u>	
Total Retainage:		\$ <u>5,214.80</u>
6. Total completed and stored to date less retainage (4 minus 5):		\$ <u>46,933.20</u>
7. Less previous Application for Payments:		\$ <u>-</u>
8. Balance to Finish:		\$ <u>-</u>
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ <u>46,933.20</u>

Accompanying Documentation:

CSJ# 2C1080253

P.O.# 604974
8.1311.431.00/122.253.0.733
7-30-08

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 10-Jul-08

Sascon, Inc.

CONTRACTOR

By: [Signature]

State of Texas

County of Hidalgo

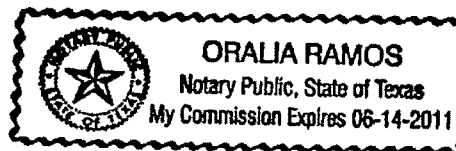
Subscribed and sworn to before me this

day of July 2008

Oralia Ramos

Notary Public

My Commission expires: 06/14/2011



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10-Jul-08

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

INVOICE RECEIVED BY:

[Signature] ON 7/29/08

GOODS/SERVICES RECEIVED BY:

[Signature] ON 7/09/08

By: [Signature] P.E.

Application:	PMT #1
Application Date:	10-Jul-2008
Period To:	9-Jul-2008
Engineer Firm	R. Gutierrez Eng. Corp.

Contractor Name:	Sascon, Inc.
Starting Date:	19-Jun-2008
Project Ending Date:	9-Jul-2008
Retainage Percent:	10%

Summary											
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-08-010-05-13	ELDORA/1428 SUBDIVISION(S)	\$ 56,552.00	\$ 52,148.00	\$ 52,148.00	\$ 5,214.80	\$ 46,933.20	\$ 52,148.00	\$ 5,214.80	\$ 46,933.20	\$ -	\$ -
	TOTALS:	\$ 56,552.00	\$ 52,148.00	\$ 52,148.00	\$ 5,214.80	\$ 46,933.20	\$ 52,148.00	\$ 5,214.80	\$ 46,933.20	\$ -	\$ -

Contractor Name: Sascon, Inc.
 Starting Date: 18-Jun-2008
 Project Ending Date: 9-Jul-2008
 Engineer's / County Project Desc: ELDORADO SUBDIVISION(S)

Application: PMT #1
 Application Date: 10-Jul-2008
 Period To: 9-Jul-2008
 Engineer's / County Project No.: ENG05.012a

Item			Description	Unit	Original Schedule Value			Revised Schedule Value			Application #1			Balance To Finish		
No.	Code	Original Rates			Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars	
(905) ROADWAY																
1	528		Concrete Curb & Gutter (TV A) (Barrier)	LF	\$ 10.50	3,970.00	\$ 41,685.00	\$ 10.50	3,970.00	\$ 41,685.00	3,970.00	3,970.00	\$ 41,685.00	0	\$ 0.000	\$ -
2	528		Concrete Curb & Gutter (Valley Gutter)	LF	\$ 25.00	107.00	\$ 2,675.00	\$ 25.00	107.00	\$ 2,675.00	107.00	107.00	\$ 2,675.00	0	\$ 0.000	\$ -
3	530		Driveways (CONCRETE)	SY	\$ 60.00	203.20	\$ 12,192.00	\$ 60.00	128.80	\$ 7,728.00	128.80	128.80	\$ 7,728.00	0	\$ 0.000	\$ -
4	0			0	\$ -	0.00	\$ -	\$ -	0.00	\$ -	-	-	\$ -	-	0.000	\$ -
5	0			0	\$ -	0.00	\$ -	\$ -	0.00	\$ -	-	-	\$ -	-	0.000	\$ -
			Total Roadway				\$ 56,552.00			\$ 52,148.00			\$ 52,148.00	0	\$ 0.000	\$ -
(906) DRAINAGE																
24	0			0	\$ -	0.00	\$ -	\$ -	0.00	\$ -	-	-	\$ -	-	0.000	\$ -
25	0			0	\$ -	0.00	\$ -	\$ -	0.00	\$ -	-	-	\$ -	-	0.000	\$ -
			Total Drainage				\$ -			\$ -			\$ -	-	\$ 0.000	\$ -
			TOTAL BASE AMOUNTS:				\$ 56,552.00			\$ 52,148.00			\$ 52,148.00	0	\$ 0.000	\$ -

Printed Name:

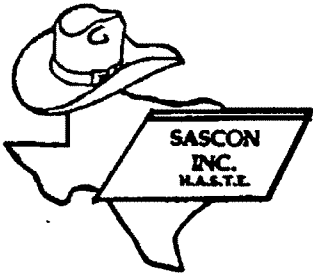
Javier Gutierrez

Date:

10-Jul-2008

Signature:





SASCON INC.

5200 N. 26TH Lane
McAllen, Texas 78504

Phone: (956) 682-3454

Fax: (956) 682-2542

- Paving
- Excavation
- Trucking
- Equipment

July 29, 2008

Hidalgo County

Re: El Dora – Nadia Sub. Improvements

Please be advised that the vendors for this project was Central Ready Mix Concrete Company. There were NO subcontractors on this project.

Thank You,

A handwritten signature in black ink, appearing to read 'H. A. Skloss', is written over the printed name.

H. A. Skloss
President
Sascon, Inc.

~~PARTIAL~~/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with

to furnish

SASCON INC

CONCRETE

in connection with certain improvements to real property located in

County, Texas, and owned by

Hedrick Co.

Hidalgo County

which improvements are described as follows:

curb & gutter and driveway improvements

In consideration of Pay Estimate # 1st & Final

in the amount of \$46,933.20

Perry Six Roads Bldg Hedrick Hwy, Texas 7910 DOLLARS (\$ 46,933.20) and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above-mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

CENTRAL Redi-Mix

CONTRACTOR

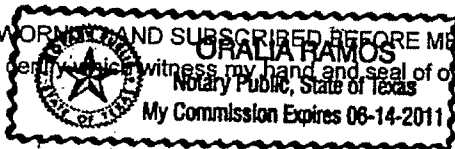
By:

Bill Hedrick manager

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 29th day of July, 2008

to certify which witness my hand and seal of office.



My Commission Expires 06-14-2011

Oralia Ramos

NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

06/14/2011

AI-10484

16.M.2.

**County Wide Emergency Declaration- All Precincts and/or Elected
Offices, Department, Programs or Agencies
CC REGULAR**

Date: 08/12/2008

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

A. Presentation by Precincts, Elected Offices, Departments, Programs or Agencies on the status of County Property and/or Health & Safety issues due to "Dolly" with authority for CC to take applicable and/or necessary action;

B. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (1) (2) (3) and the granting of the "Order";

C. Requesting approval of contract(s) with the following vendors
_____ in order to address and relieve the immediate emergencies due to "Dolly".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-068-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 8-7-08 \$1,000,000.00. Appropriation of funds was approved by CC on 8-5-08 from the G/F unreserved fund balance for anticipated hurricane "Dolly" emergency expenditures.

Transfers will be made to the various departments on an "as needed" basis and upon request to DBM in order to cover emergency expenditures in relation to hurricane "Dolly".

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/06/2008 04:14 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 04:18 PM	APRV

3	Ivan Cantu	Ivan Cantu	08/07/2008 08:24 AM	APRV
4	Auditor's Office	Linda Fong	08/07/2008 10:19 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Nielda Cavazos

Started On: 08/06/2008 01:40 PM

Final Approval Date: 08/07/2008

AI-10473

16.M.3.

**Acceptance of a check - Comdata
CC REGULAR**

Date: 08/12/2008

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

Approval to accept a 2nd QRT 2008 rebate check from Comdata Check no. 1321868 in the amount of \$5.02 dated 07/30/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-360-00-000-000-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Revenue for Co. due to rebate check.

Attachments

Link: [Rebate check](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/07/2008 11:57 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/08/2008 07:20 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 09:10 AM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 09:37 AM	APRV

Form Started By: Nielda Cavazos

Started On: 08/06/2008 09:22 AM

Final Approval Date: 08/08/2008

XI695

Hidalgo County Purchasing Dept

CHECK NBR 1321868 DATE 07/30/08

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
7/24/2008	2nd Qtr 2008 Re	07/24/08		5.02	0.00	5.02
TOTAL				5.02	0.00	5.02

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1321868



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT

\$	*****5.02
DOLLARS	

PAY DATE 07/30/08 1321868

FIVE AND 02/100-----

TO THE ORDER OF Hidalgo County Purchasing Dept
Nielda Cavzos
100 Ecano 4th Floor
Edinburg TX 78539

0001321868 091215927 152100004224

State of Texas
2nd Qtr 2008

Posting Date from	Posting Date to	Account Code	Customer ID	Customer Name	Total Gallons	Total Retail Amount	Total Amount Due	100 basis pts
20080401	20080430	X1695	ABF07	STATE OF TEXAS	13.51	\$45.25	\$45.25	\$0.45
20080501	20080531	X1695	ABF07	STATE OF TEXAS	40.61	\$143.00	\$143.00	\$1.43
20080601	20080630	X1695	ABF07	STATE OF TEXAS	86.1	\$329.38	\$313.63	\$3.14
		X1695 Total						\$5.02

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By
Time 10:45 4 815/08

AI-10460

16.M.4.

Requesting approval to declare surplus for Auction to be held on 8/30/08

CC REGULAR

Date: 08/12/2008

Submitted By: Lisa Vela, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

Requesting approval to declare as "surplus" numerous items and vehicles (County and Seized) for the purpose of disposition through auction set forth Texas Local Government Code, Section 263.152.(a)(1) as detailed on exhibits as attached hereto.

BACKGROUND

Auction will take place on Saturday 8/30/08 at Abrego's Trucking Service.

Fiscal Impact

Attachments

Link: [auction list](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2008 12:07 PM	APRV
2	Budget & Management	Veronica Lopez	08/06/2008 01:02 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	08/08/2008 10:02 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:41 PM	APRV
5	Court Administrator		08/08/2008 05:09 PM	NEW

Form Started By: Lisa Vela
Started On: 08/05/2008 01:13 PM

Final Approval Date: 08/08/2008

TF#2008	ASSET No	YEAR	MAKE/ MODEL	S/N No- MISC
101	36942	2001	FORD-CRN VIC	2FAFP71WX1X169629
161	FORF	2001	FORD-F150	1FTRW08L11KC59266
174	42485	2002	CHEVY-TAHOE	1GNEC13Z72R246241
174	FORF	1988	UTILITY-SEMI TRLR	1UYVS2481JU711410
184	9L-53	?	FIATALLIS DOZER	070FL20A
184	36542	2001	16' UTILITY TRAILER	5FLRS16221B110110
186	20986	?	FIATALLIS MOTORGRADER	79401001
186	26387	1993	FORD- RANGER	1FTCR10A9TA32696
186	30202	1996	CHEVY	1GCEC19M0TE225874
186	30203	1996	CHEVY-SILVERADO	1GCEC19M8TE228182
186	33448	1999	CHEVY-SILVERADO	1GCEC19V6XE178249
186	23596	1991	GMC-SIERRA	1GTDC14K9ME533435
186	21979	1990	GMC-SIERRA	1GTEC19H3L1543699
186	30261	1996	GMC-SIERRA	1GTEK19M0TE551080
186	26308	1993	GMC-SIERRA	2GTEC19K8P1555316
186	22439	?	JOHN DEERE 2755	L05755G711718
187	36953	2001	PAVER-DYNAPAC	722126
187	25918		COMPACTOR-816-B	15Z00482
187	10538		FIATALLIS 545-B	`
187	33395		JOHN DEERE 4300	LV4300H230218
187	34837		RHINO SHREDDER	N
187	33379		RHINO CUTTER TW72	N
194	29632	1985	FIATALLIS MOTORGRADER	44Y00219
205	30155	1991	CHEVY-CAPRICE	1G1BL53E7MR143784
205	33896	1998	CHEVY LUMINA	2G1WL52M5W9201754
205	33899	1998	CHEVY-LUMINA	2G1WL52M8W9336632
206	40820	2003	CHEVY-SILVERADO	1GCGC13U23F202589
	36478	1994	FORD- CROWN VIC	2FALP71W1RX147727

FROM DEPT	STATUS	FUND No	CAUSE #	HIST COST	SOLD FOR	10% FEE
CONST PCT 5/295	1100	1100	TITLE	\$ 22,412.43		
HIDTA/1291	1291	1291		\$ -		
DA/80	1223	1223		\$ 26,335.00		
DA/80	1223	1223	C-1747-07-H	\$ -		
PCT /123	123	1100				
PCT /123	7777	1100		\$ 850.00		
PCT /123	123	1100		\$ 66,904.00		
PCT /123	1232	1100		\$ 8,174.89		
PCT /123	123	1100		\$ 17,394.00		
PCT /123	123	1100		\$ 17,394.00		
PCT /123	123	1100		\$ 18,955.52		
PCT /123	123	1100		\$ 11,445.00		
PCT /123	123	1100		\$ 12,429.99		
PCT /123	123	1100		\$ 19,600.00		
PCT /123	123	1100		\$ 12,750.00		
PCT /123	123	1100		\$ 19,065.50		
PCT /123	123	1100		\$ 197,800.00		
PCT /123	123	1100		\$ 85,000.00		
PCT /123	123	1100		\$ 46,125.00		
PCT /123	123	1100		\$ 13,826.42		
PCT /123	1232	1100		\$ 1,573.00		
PCT /123	123	1100		\$ 1,465.00		
PCT 1/121	121	1100		\$ 58,940.00		
CONST PCT 2/292		1100		\$ 5,600.00		
CONST PCT 2/292		1100		\$ 13,200.00		
CONST PCT 2/292		1100		\$ 13,200.00		
HIDTA/1291	270	1291		\$ 23,609.50		
PURCHASING/160	160	1100	TITLE	\$ 5,450.00		

TOTAL	BID No	LOT No	SOLD DATE	C/C	APRV DATE

AI-10480

17.A.

**Payment to Office of the Secretary of the State (Attn: Venessa Miller)
for repayment of over-reimbursed travel expenses
CC REGULAR**

Date: 08/12/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of payment of check payable to the Office of the Secretary of the State (Attn: Venessa Miller) for repayment of over-reimbursed travel expenses in the amount of \$2,378.15 (plus possible accrued interest) with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1283-207-20-000-002-0-000

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

BUDGETARY IMPACT:

Due to State account that will be created is "8-1283-207-20-000-002-0-000" Due to State HAVA Education (as per Mike E.)

Attachments

Link: [HAVA E-mail](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 02:29 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/07/2008 08:05 AM	APRV
3	Auditor's Office	Linda Fong	08/07/2008 10:29 AM	APRV
4	Mike Escaname	Mike Escaname	08/07/2008 05:19 PM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 10:44 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Dale Kennan
Started On: 08/06/2008 12:09 PM

Final Approval Date: 08/08/2008

Show Header

Print Hide Envelope

From: Mike Escaname Add to Address Book
To: dale.kennan@co.hidalgo.tx.us
Date: Wednesday, August 06, 2008 11:57:11 AM
Subject: FW: HAVA Review Refund Payment

-----Original Message-----

From: Venessa Miller [mailto:VMiller@sos.state.tx.us]
Sent: Tuesday, August 05, 2008 2:05 PM
To: Mike Escaname; Ray Eufrazio; Blanca N. Gomez
Cc: Dan Glotzer
Subject: HAVA Review Refund Payment

Good afternoon.

The additional travel documentation has been received and reviewed for consideration against the overpayment issued to Hidalgo County from the County Education Fund. The initial overpayment was estimated at \$3,492.96. After review of the additional documentation, the overpayment has been reduced to \$2,378.15. This is the amount the county received for the 23rd Annual SOS VR/EA Seminar of which reimbursement had already been requested and received from the Chapter 19 Fund.

Therefore, Hidalgo County is requested to issue a refund payment to the SOS in the amount of \$2,378.15, plus any accrued interest. Please make the payment payable to the SOS, County Education Fund and send the payment to my attention at the address noted below. Once the funds have been received and returned to the County Education Fund, the county will be able to request a grant award adjustment, submit a new budget and draw down the funds for other eligible HAVA-related travel expenditures. If you have any questions, please feel free to contact me.

Regards,

Venessa Miller
HAVA Grant Monitor
Elections Division
Office of the Secretary of State
P.O. Box 12060
Austin, TX 78711
Phone: 512-463-3362
Fax: 512-475-2811

AI-10476

17.B.

Interdepartmental Transfer-Overtime wages (Hurricane Dolly)
CC REGULAR

Date: 08/12/2008

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Emergency Services- EM

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Emergency Services:

Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to Emergency Services-Emergency Management (1100) in the amount of \$3,593.55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 08/06/2008. RC

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 10:22 AM	APRV
2	Rosalinda Cantu (Originator)	Rosie Cantu	08/06/2008 10:24 AM	APRV
3	Budget & Management	Veronica Lopez	08/06/2008 11:27 AM	APRV
4	Veronica Lopez	Veronica Lopez	08/07/2008 08:02 AM	APRV
5	Auditor's Office	Linda Fong	08/07/2008 10:31 AM	APRV
6	Purchasing Department	Marty Salazar	08/07/2008 11:52 AM	APRV
7	Court Administrator	Angela Garcia	08/07/2008 01:05 PM	APRV

Form Started By: Rosie Cantu

Started On: 08/06/2008 10:09 AM

Final Approval Date: 08/07/2008

BUDGET INTER-DEPARTMENTAL TRANSFER**DATE:** August 6, 2008**AI-10476****DEPARTMENT HEAD:** VALDE GUERRA**DEPARTMENT NAME:** DEPT OF BUDGET & MANAGEMENT FOR EMERGENCY SERVICES-
EMERGENCY MANAGEMENT**ACCOUNT NUMBER:** 8-1100-4XX-00-XXX-00X-0-XXX**CONTACT PERSON:** ROSIE CANTU **TELEPHONE NO.** (956) 292-7025**SUBJECT:** Interdepartmental Transfer/s

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.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	3,593.55
TO		
8-1100-429-00-300-023-0-131	EMERG SRVS-OVERTIME	(3,062.25)
8-1100-429-00-300-023-0-220	EMERG SRVS-FICA	(234.26)
8-1100-429-00-300-023-0-230	EMERG SRVS-RETIREMENT	(268.87)
8-1100-429-00-300-023-0-250	EMERG SRVS-UNEMPLOYMENT COMP	(15.31)
8-1100-429-00-300-023-0-260	EMERG SRVS-WORKERS COMP	(12.86)
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: INTERDEPARTMENTAL TRANSFER TO FUND THE OVERTIME WAGES FOR EMPLOYEE NO. 148652 DUE TO INCREASED WORKLOAD AS A RESULT OF HURRICANE DOLLY.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10418

17.C.

**Safety Division Uniform Policy
CC REGULAR**

Date: 08/12/2008
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Discussion and action to accept Uniform Policy for DBM Safety Division.

BACKGROUND

Fiscal Impact

Attachments

Link: Uniform Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 04:33 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	08/01/2008 09:29 AM	APRV
3	Auditor's Office	Linda Fong	08/07/2008 10:34 AM	APRV
4	Purchasing Department	Marty Salazar	08/07/2008 11:42 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Rosie Luna
Started On: 07/31/2008 03:39 PM
Final Approval Date: 08/07/2008

**Department of Budget and Management/
Safety Division**

**Approved by Commissioners
Court on:**

Purpose:

The use of a uniform by the Hidalgo County Department of Budget and Management, Safety Division serves to clearly identify the wearer as a public official in the performance of their Official Duties. The uniform serves to reflect a professional appearance by the wearer.

For those employees not designated to wear a uniform, the policy serves as a guide to what attire is appropriate for the work place.

Proper Uniform Prescribed:

All uniformed members of the Department of Budget and Management, Safety Division will wear when on duty only such uniform and insignia as prescribed herein and uniformed female employees are authorized to carry handbags. The Safety Director may, however, grant permission to work in other clothes on special occasions or designated Casual Attire Days.

Improper Uniform Wear Prohibited:

Any employee of the Department of Budget and Management, Safety Division will not attend a political meeting or other public gathering or place of amusement in uniform. Uniforms are to be used for work and County functions or official County business only. Use of issued uniforms for any other purpose is prohibited.

Appearance in Uniform:

When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms. Shoes or boots will be polished or

cleaned. Badges or name tags will be replaced when they become disfigured or excessive wear is apparent.

Headgear:

Employees in uniform are encouraged to wear hats for protection from the sun while in the field. Caps may be worn if wind, rain or inclement weather conditions prohibit the wearing of a hat.

Hard Hats will be worn when the employee is on a work site where construction or overhead work is being conducted.

Uniform Shirts:

Uniform Long Sleeve Shirt: The shirt is comprised of 100% Cotton or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. The Shirt is a button front style of a solid color. The shirt will have a single breast pocket on the left side. The shirt will have the County of Hidalgo Seal affixed above the left breast pocket. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt.

Uniform Shirt (short) Sleeve Shirt: The shirt is comprised of 100% Cotton or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. The Shirt is a button front style of a solid color. The shirt will have a single breast pocket on the left side. The shirt will have the County of Hidalgo Seal affixed above the left breast pocket. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt.

Pull over shirts may be issued if it is determined by the Safety Director that the shirt is necessary for a specific assignment i.e. trainings, inclement weather conditions, afterhours call outs etc... The shirt must have a collar and top buttons (polo style). Henley style (collarless with buttons) pull over is not acceptable. T-shirts may be worn in cases of emergencies and or inclement weather only if

they clearly identify the wearer as an employee of the County of Hidalgo. The shirt will have the County of Hidalgo Seal affixed above the left breast. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt. The shirt will be a solid color.

Jackets:

Outer Coats and Safety Vests: Rain-gear. Issue-type rain gear should be worn when weather conditions require it; however, personnel are permitted to wear transparent or clear, non-colored plastic rain gear. Safety Vests will be worn when the employee is on a work site where construction or overhead work is being conducted. Outer Coats will be worn when weather conditions require it.

Appropriate Attire for Uniformed and Non-Uniformed Personnel:

Non Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an Office Setting for our Region of Texas and in keeping with other County Offices and Departments.

All Employees will ensure that their clothing is cleaned, ironed, free of stains, tears and holes.

Trousers: The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the trousers shall not be allowed to droop or form a horizontal roll. The ends of the trouser legs shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the heel sole.

Jeans: Only those employees working in the field have been authorized to wear Blue or Colored Jeans unless otherwise specifically allowed for special occasions or designated Casual days. The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the Jeans shall not be allowed to droop or form a horizontal roll. The ends of the Jeans legs shall be worn without cuffs and shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the juncture of the heel sole and the upper of the shoe. The jeans cannot be faded out, spotted with bleach or worn to the point that the cuffs are frayed. The jeans cannot have holes in them.

All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with a straight hem.

Casual attire has been authorized for Friday's only regardless of Holidays.

Note: Allowing for Casual Friday is up to the discretion of the Department Head and the practice will be changed if:

- Commissioners Court takes action regarding this practice.
- Employees fail to comply with dress requirements for casual wear.
- Change of County wide Policy.

The acceptable attire for Business Casual for what is considered acceptable in business practice for the Department of Budget and Management, Safety Division is as follows:

Business Casual Attire for Women

- Khaki, corduroy, twill or cotton pants or skirts, neatly pressed
- Western pattern shirts
- Sweaters, twinsets, cardigans, polo/knit shirts
- Jeans, trousers, and un-hemmed blouses or shirts as previously defined.

Business Casual Attire for Men

- Khaki, gabardine or cotton pants, neatly pressed
- Cotton long-sleeved or shirt sleeve button-down shirts pressed or ironed polo shirts or knit shirts with a color.
- Western pattern shirts
- Sweaters
- Jeans, trousers, and un-hemmed blouses or shirts as previously defined.

What Not to Wear

Regardless of gender, when the dress code is business casual it's not appropriate to wear your favorite old t-shirt, ripped jeans and antique sneakers. Keep in mind the "business" part of business casual, and leave your old comfortable clothes at home.

Pull over's can be worn but must have a collar and top buttons (polo style). Henley style (collarless with buttons) pull over's not acceptable. All pull over's will be worn tucked in the pant line. Pull over shirts cannot be heavily designed with patterns.

No T-shirts. T-shirts will only be allowed in cases of emergencies and inclement weather assignments.

Hawaiian shirts or similar heavily patterned or designed shirts are not acceptable wear for the office.

Revealing clothing, Transparent Materials, Micro-Mini Skirts, and or shorts are prohibited.

Important to Note: If you are assigned to go to a class or seminar and you are being paid to attend, you are expected to adhere to this dress policy. The only exception to this policy is if the course outline requires a certain dress style in the curriculum.

Corrective Measures:

The first violation of this policy will result in the employee being sent home to change attire. Your time sheet will be adjusted to reflect the time used to go home and back.

Subsequent violations will result in progressive disciplinary actions.

Deviation from the policy can only occur if previous authorization has been granted after review of such requests.

AI-10544

17.D.

**Interdepartmental Transfer for Hurricane Dolly
CC REGULAR**

Date: 08/12/2008

Submitted By: Rey Salazar, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of interdepartmental transfer (1100) from County Wide Administration to Hurricane Dolly in the amount of \$1,000,000.00.

BACKGROUND

Expenditure accounts related to Hurricane Dolly are being funded by DBM through the Countywide Administration-Contingency account. The creation of expenditure accounts related to Hurricane Dolly will be created by the Auditors Office.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-068-0-899

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,000,000 available balance as of 08/08/08.

Attachments

Link: Interdepartmental
Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	08/08/2008 09:29 AM	APRV
2	Budget & Management	Veronica Lopez	08/08/2008 09:32 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/08/2008 09:48 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 01:37 PM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Rey Salazar

Started On: 08/08/2008 08:56
AM

Final Approval Date: 08/08/2008

DATE: August 12, 2008

DEPARTMENT HEAD: Valde Guerra

2008

Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Hurricane Dolly

ACCOUNT NUMBER: 8-1100-415-00-115-068-0-899

CONTACT PERSON: Rey Salazar PHONE: (956) 292-7025 Ext. 5426

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				
8-1100-415-00-115-068-0-	899	CO WIDE ADM-	CONTINGENCY	(1,000,000.00)
TO				
8-1100-415-00-115-072-0-	339	HURRICANE DOLLY	OTHER PROFESSIONAL SERVICES	5,000.00
8-1100-415-00-115-072-0-	350	HURRICANE DOLLY	CONTRACTUAL SERVICES	125,000.00
8-1100-415-00-115-072-0-	432	HURRICANE DOLLY	EQUIP R&M SERVICE	5,000.00
8-1100-415-00-115-072-0-	442	HURRICANE DOLLY	EQUIP & VEHICLE RENTAL	40,000.00
8-1100-415-00-115-072-0-	601	HURRICANE DOLLY	OFFICE SUPPLIES	5,000.00
8-1100-415-00-115-072-0-	609	HURRICANE DOLLY	AGRICULTURAL & LANDSCAPING	45,000.00
8-1100-415-00-115-072-0-	613	HURRICANE DOLLY	SAFETY SUPPLIES	5,000.00
8-1100-415-00-115-072-0-	626	HURRICANE DOLLY	GASOLINE/DIESEL (BULK)	150,000.00
8-1100-415-00-115-072-0-	630	HURRICANE DOLLY	FOOD	12,500.00
8-1100-415-00-115-072-0-	663	HURRICANE DOLLY	SMALL TOOLS	7,500.00
8-1100-415-00-115-072-0-	664	HURRICANE DOLLY	OTHER MINOR EQUIPMENT	5,000.00
8-1100-415-00-115-072-0-	671	HURRICANE DOLLY	BUILDING R&M SUPPLIES	12,500.00
8-1100-415-00-115-072-0-	672	HURRICANE DOLLY	EQUIPMENT R&M SUPPLIES	37,500.00
8-1100-415-00-115-072-0-	673	HURRICANE DOLLY	ROAD MATERIALS	20,000.00
8-1100-415-00-115-072-0-	679	HURRICANE DOLLY	OTHER R&M SUPPLIES	130,000.00
8-1100-415-00-115-072-0-	681	HURRICANE DOLLY	VEHICLE R&M SUPPLIES	5,000.00
8-1100-415-00-115-072-0-	684	HURRICANE DOLLY	TIRES AND TUBES	5,000.00
8-1100-415-00-115-072-0-	733	HURRICANE DOLLY	DRAINAGE DITCHES & STRUCTUR	35,000.00
8-1100-415-00-115-072-0-	748	HURRICANE DOLLY	OTHER EQUIPMENT	350,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

To fund Hurricane Dolly related expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-10528

17.E.

**Appropriation for Oddysey Software fund 1302 Tax Notes
CC REGULAR**

Date: 08/12/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Tax Notes, 2007:

Approval of 2008 appropriation of funds for the Tax Notes, 2007 (1302) in the amount of \$48,000.00 to fund software expenditures in relation to the Common Integrated Justice System (Odyssey) project.

BACKGROUND

To fund Odyssey Software related expenditures as requested by the IT Dept on 8-6-08. Please refer to quote from SHI provided by IT Dept.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1302-412-00-200-009-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$48,000.00 to fund software expenditures in relation to the Odyssey project. Funds available in unreserved f/b as of 8-7-08.

req #136715 was underfunded by \$9,570.00 (original quote was for \$23,100.00 for object code 747).

Amounts for funding are rounded up. The object code breakdown for the quote attached was verified by Juan Alvarado from Purchasing Dept-Fixed Asset Division as per Edna Kirby.

Attachments

Link: [Odyssey appropriation
fund 1302](#)

Link: [Odyssey Quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/08/2008 07:42 AM	APRV
2	Budget & Management	Veronica Lopez	08/08/2008 07:50 AM	APRV

3	Veronica Lopez	Veronica Lopez	08/08/2008 08:11 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 01:41 PM	APRV
5	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Ivan Cantu

Started On: 08/07/2008 11:51
AM

Final Approval Date: 08/08/2008

DATE: August 7, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Tax Notes, 2007

ACCOUNT NUMBER: 8-1302-412-00-200-009-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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).

2008
Transfer
AI 10528



INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1302-412-00-200-009-0-667	Tax Notes, 2007-Comn Intgr Just Sys	Minor Software	3,000.00
8-1302-412-00-200-009-0-747	Tax Notes, 2007-Comn Intgr Just Sys	Software	45,000.00
TOTAL BUDGET INCREASE (DECREASE)			48,000.00

REASON: To fund for Odyssey software related expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

SHI

Pricing Proposal
 Quotation #: 2735695
 Created On: Jul-25-2008
 Valid Until: Jul-31-2008

Hidalgo County**Stan Ramos**

Phone:
 Fax:
 Email: stan.ramos@co.hidalgo.tx.us

Account Representative**Robert Petrucelli**

1250 Capital of Texas Hwy South,
 Suite 1-350
 Austin, TX 78746
 Phone: 800-845-6801
 Fax: 512-732-0232
 Email: Robert_Petrucelli@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Retail	Your Price	Total
1	Word 2007 Single Microsoft Volume License [License Only (Rights to Current and Previous Versions) No Media Included] Microsoft Select License Only Apps, D - Part#: 059-06090	4	\$185.00	\$137.00	\$548.00
2	Word 2007 Win32 English Disk Kit Microsoft Volume License CD MLF [No Licenses Included] MICROSOFT WORLD WIDE FULFILLMENT - Part#: 059-06358	1	\$27.00	\$27.00	\$27.00
3	SQL Server Standard Edition 2005 Win32 Single Microsoft Volume License [License Only (Rights to Current and Previous Versions) No Media Included] Microsoft Select License Only Servers, D - Part#: 228-04528	2	\$695.00	\$576.00	\$1,152.00
4	SQL Server Standard Edition 2005 Win32 English Disk Kit Microsoft Volume License CD/DVD MLF [No Licenses Included] MICROSOFT WORLD WIDE FULFILLMENT - Part#: 228-05236	1	\$27.00	\$27.00	\$27.00
5	SQL Server Standard Edition Single License/Software Assurance Pack Microsoft Volume License 1 Processor License - Lic + SA through 8/31/2010 Microsoft Select Lic w/ SA Servers, D, 3 Yr Rem. - Part#: 228-05020	5	\$7,880.00	\$6,534.00	\$32,670.00
6	SQL Server Standard Edition Single License/Software Assurance Pack Microsoft Volume License - Lic + SA through 8/31/2010 Microsoft Select Lic w/ SA Servers, D, 3 Yr Rem. - Part#: 228-04538	1	\$1,216.00	\$1,008.00	\$1,008.00
7	SQL Client Access License Single License/Software Assurance Pack Microsoft Volume License Device Client Access License - Lic + SA through 8/31/2010 Microsoft Select Lic w/ SA Servers, D, 3 Yr Rem. - Part#: 359-00769	5	\$223.00	\$185.00	\$925.00
Total					\$36,357.00

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-198 & DIR-SDD-600

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079

SHI

Pricing Proposal
 Quotation #: 2735727
 Created On: Jul-25-2008
 Valid Until: Jul-31-2008

Hidalgo County**Stan Ramos**

Phone
 Fax:
 Email: stan.ramos@co.hidalgo.tx.us

Account Representative

Robert Petrucelli
 1250 Capital of Texas Hwy South,
 Suite 1-350
 Austin, TX 78748
 Phone: 800-845-8801
 Fax: 512-732-0232
 Email: Robert_Petrucelli@shi.com

All Prices are in US Dollar(USD)

Product	Qty	Retail	Your Price	Total
1 Symantec Backup Exec for Windows Servers Agent for Windows Systems (AWS) - (v. 12) - license + 1 Year Essential Support - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win Symantec Express - Government - Band S - Part#: 13571835	1	\$585.48	\$357.00	\$357.00
2 Symantec Backup Exec for Windows Servers Agent for Windows Systems (AWS) - (v. 12) - Essential Support (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win Symantec Express - Government - Band S - Part#: 13571888	1	\$109.48	\$87.00	\$87.00
3 Symantec Backup Exec for Windows Servers Agent for Windows Systems (AWS) - (v. 12) - Essential Support (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win Symantec Express - Government - Band S - Part#: 13571888	1	\$109.48	\$87.00	\$87.00
4 Symantec Backup Exec for Windows Servers - (v. 12) - license + 1 Year Essential Support - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win Symantec Express - Government - Band S - Part#: 13570817	1	\$979.08	\$596.00	\$596.00
5 Symantec Backup Exec for Windows Small Business Server Premium Edition - (v. 12) - Basic Maintenance (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win Symantec Express - Government - Band S - Part#: 13571630	1	\$114.48	\$70.00	\$70.00
6 Symantec Backup Exec for Windows Small Business Server Premium Edition - (v. 12) - Basic Maintenance (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win Symantec Express - Government - Band S - Part#: 13571630	1	\$114.48	\$70.00	\$70.00
7 Symantec Backup Exec for Windows Servers - (v. 12) - media - CD - Win - Multi Symantec Express - Media Pack - Part#: 13122499	1	\$50.00	\$31.00	\$31.00
Total				\$1,258.00

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-600 ✓

Thank You for choosing SHI-GSI To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

AI-10541

17.F.

**2008 interdepartmental transfer for C.O.2006-B&G-HEAD START KITCH
CC REGULAR**

Date: 08/12/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: C.O.2006-B&G-HEAD START KITCH (1336)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of a 2008 interdepartmental transfer within the Certificate of Obligation Series 2006 - Buildings & Grounds Accounts (1336) from Courthouse Additional Parking project (program 028) to Head Start Kitchen project (program 032) in the total amount of \$7,008.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1336-4XX-X0-220-0XX-0-7XX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 8-1336-419-40-220-028-0-719 to 8-1336-444-00-220-032-0-720 & 739 in the amounts of \$1,410.00 & \$45.00 (respectively). Funding available for transfer as of 8/7/08.

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 07:50 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/08/2008 08:11 AM	APRV
3	Auditor's Office	Linda Fong	08/08/2008 01:42 PM	APRV
4	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
5	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Dale Kennan
Started On: 08/07/2008 04:37 PM
Final Approval Date: 08/08/2008

2008 Transfer



DEPARTMENT NAME: Department of Budget & Management for
C.O. Series 2006 (1336)

SUBJECT: Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following 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
8-1336-419-40-220-028-0-719	C.O.,2006-B&G-CRTHSE ADDL PRK-OTHER LAND	(7,008.00)
8-1336-444-00-220-032-0-720	C.O.2006-B&G-HEAD START KITCHEN-BUILDING	\$6,794.00
8-1336-444-00-220-032-0-739	C.O.2006-B&G-HEAD START KITCH-OTHER STRUCTURES	\$214.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

TO FUND ARCHITECH'S REIMBURSABLE EXPENSES RELATED TO THE CONSTRUCTION OF THE HEAD START KITCHEN.

DATE _____

ATTEST COUNTY CLERK

AI-10550

17.G.

Funding for Phase III of A/C Unit project for Adult Probation-Restitution Center

CC REGULAR

Date: 08/12/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Adult Probation-Restitution Center:

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Restitution Center (1100) in the amount of \$10,000.00.

BACKGROUND

To fund phase III (remaining amount needed) of the A/C replacement project for the Adult Probation-Restitution Center, refer to AI 10495 CC 8-12-08 under Purchasing Dept regular agenda. See attached funding request letter from Adult Probation Dept dated 8-7-08.

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 --> 8-1100-423-00-320-005-0-431 \$10,000.00. New program no under G/F needs to be created by Auditor's Office for the Restitution Center. Funds available as of 8-8-08.

Please refer to AI 10495 CC 8-12-08 under Purchasing Dept regular agenda.

Attachments

Link: Restitution Center transfer

Link: Adult Probation letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/08/2008 10:00 AM	APRV
2	Budget & Management	Veronica Lopez	08/08/2008 10:05 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/08/2008 10:11 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 01:39 PM	APRV

5	Purchasing Department	Marty Salazar	08/08/2008 03:56 PM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Ivan Cantu

Started On: 08/08/2008 09:43 AM

Final Approval Date: 08/08/2008

DATE: August 8, 2008

DEPARTMENT HEAD: Valde Guerra

2008



DEPARTMENT NAME: Dept of Budget & Mgmt for Adult Probation

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	(10,000.00)
TO				
8-1100-423-00-320-005-0-	431	Restitution Center-	Bldg R & M Service	10,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON: To fund phase III (remaining amount needed) of the A/C replacement project for the Adult Probation Dept-Restituion Center, refer to AI 10495 CC 8-12-08 under Purchasing Dept.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)



JOE E. LOPEZ
EXECUTIVE DIRECTOR

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

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

August 7, 2008

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

Valde Guerra
Chief Financial Officer
County of Hidalgo

Dear Valde,

The proposal for phase III Restitution Center to replace the air conditioning units, total to \$45,588.53. We are \$10,000 short.

At this time, I am requesting that the County contribute the \$10,000.00 needed to complete the project at the Restitution Center. This would result reducing repair costs in the coming years.

Restitution Center Account #: 8-1297-423-00-320-005-8-431 (\$35,588.53)
County Contribution Account #: 8-1100-423-00-320-005-0-431 (\$10,000.00)

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Lopez", with a stylized flourish at the end.

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
County of Hidalgo

JL:ah

AI-10556

17.H.

**Funding for Pre-Employment Background Svcs
CC REGULAR**

Date: 08/12/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

DBM-Budget Division:
Approval of 2008 interdepartmental transfer from Countywide Administration -
Contingency to DBM-Budget Division - Contractual Services (1100) in the amount of
\$1,000.00.

BACKGROUND

To fund pre-employment background checks contract services with Employee Realtion,
Inc., refer to AI 10489 CC 8-12-08 under Purchasing Dept.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-XX-115-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-14-115-001-0-350 \$1,000.00; funds
available as of 8-8-08.

Attachments

Link: Background checks
transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/08/2008 11:42 AM	APRV
2	Budget & Management	Veronica Lopez	08/08/2008 11:47 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/08/2008 11:52 AM	APRV
4	Auditor's Office		08/08/2008 05:09 PM	PEND
Form Started By: Ivan Cantu			Started On: 08/08/2008 11:28 AM	
Final Approval Date: 08/08/2008				

DATE: August 8, 2008

DEPARTMENT HEAD: Valde Guerra

2008 Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt-Budget Division

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	(1,000.00)
TO				
8-1100-415-14-115-001-0-	350	DBM-Budget Division-	Contractual Services	1,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON: To fund pre-employment background checks contract services with Employee Realtion, refer to AI 10489 CC 8-12-08 under Purchasing Dept.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-10471

17.I.

**Inter-Departmental Transfer
CC REGULAR**

Date: 08/12/2008

Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION

Submitted For: A.A. Tony Pena, Jr.

Department: EMERGENCY SERVICES DIVISION

Agenda Area: Emergency Services Division

Information

CAPTION

Approval of interdepartmental transfer from Edinburg Fire Department, program no. 006 to Alton Fire Department, program no. 003 in the amount of \$30,000.00 and from Alamo Fire Department, program no. 002 to Hidalgo Fire Department and La Joya Fire Department, program no.'s 008 & 009, in the amount of \$2,000.00 and \$12,000.00, respectively, for a total amount of \$44,000.00 (fund 1100).

BACKGROUND

Transfer needed to cover fire calls.

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:

Various transfers from and to Fire Departments, please see attached and caption section in the total amount of \$44,000.00. Funds available as of 8-6-08.

Attachments

Link: Emerg. Svcs-Fire
Departments transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/06/2008 09:31 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/06/2008 10:52 AM	APRV
3	Auditor's Office	Linda Fong	08/07/2008 10:05 AM	APRV
4	Purchasing Department	Marty Salazar	08/07/2008 11:51 AM	APRV
5	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Yolanda Orozco
Started On: 08/06/2008 08:52 AM

Final Approval Date: 08/07/2008

DATE: August 12, 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:		
8-1100-422-20-300-006-0-841	Emerg Srvs-Edinburg FD-Aid to Govt Agency	(\$30,000.00)
TO:		
8-1100-422-20-300-003-0-841	Emerg Srvs-Alton FD-Aid to Govt Agency	\$30,000.00
FROM:		
8-1100-422-20-300-002-0-841	Emerg Srvs-Alamo FD-Aid to Govt Agency	(\$14,000.00)
TO:		
8-1100-422-20-300-008-0-841	Emerg Srvs-Hidalgo FD-Aid to Govt Agency	\$2,000.00
8-1100-422-20-300-009-0-841	Emerg Srvs-La Joya FD-Aid to Govt Agency	\$12,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10548

18.D.

Claim of Martha Newton

CC REGULAR

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Claim of Martha Newton

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 09:53 AM	APRV
2	Auditor's Office	Linda Fong	08/08/2008 01:34 PM	APRV
3	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
4	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Norma Silva
Started On: 08/08/2008 09:36 AM
Final Approval Date: 08/08/2008

AI-10545

18.E.

Cause No. 7:07-CV-272

CC REGULAR

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No. 7:07-CV-272; Mario Leal and Adelaida Leal vs Hidalgo County, et al; In the United States District Court for the Southern District of Texas, McAllen Division

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 09:32 AM	APRV
2	Auditor's Office	Linda Fong	08/08/2008 01:34 PM	APRV
3	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
4	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Norma Silva

Started On: 08/08/2008 09:07 AM

Final Approval Date: 08/08/2008

AI-10551

18.F.

Claim of Maria Sonia Barker

CC REGULAR

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Claim of Maria Sonia Barker

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 10:13 AM	APRV
2	Auditor's Office	Linda Fong	08/08/2008 01:34 PM	APRV
3	Purchasing Department	Marty Salazar	08/08/2008 03:56 PM	APRV
4	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Norma Silva

Started On: 08/08/2008 10:06 AM

Final Approval Date: 08/08/2008

AI-10561

18.G.

**Claim of Hacienda Ford
CC REGULAR**

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Claim of Hacienda Ford

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Norma Silva Started On: 08/08/2008 04:39
PM

Final Approval Date: 08/08/2008

AI-10549

19.D.

Claim of Martha Newton

CC REGULAR

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Claim of Martha Newton

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 09:53 AM	APRV
2	Auditor's Office	Linda Fong	08/08/2008 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
4	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Norma Silva

Started On: 08/08/2008 09:37 AM

Final Approval Date: 08/08/2008

AI-10546

19.E.

Cause No. 7:07-CV-272

CC REGULAR

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No. 7:07-CV-272; Mario Leal and Adelaida Leal vs Hidalgo County, et al; In the United States District Court for the Southern District of Texas, McAllen Division

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 09:32 AM	APRV
2	Auditor's Office	Linda Fong	08/08/2008 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	08/08/2008 03:55 PM	APRV
4	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Norma Silva
Started On: 08/08/2008 09:09 AM
Final Approval Date: 08/08/2008

AI-10552

19.F.

Claim of Maria Sonia Barker

CC REGULAR

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Claim of Maria Sonia Barker

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/08/2008 10:13 AM	APRV
2	Auditor's Office	Linda Fong	08/08/2008 01:36 PM	APRV
3	Purchasing Department	Marty Salazar	08/08/2008 03:56 PM	APRV
4	Court Administrator	Angela Garcia	08/08/2008 03:57 PM	APRV

Form Started By: Norma Silva

Started On: 08/08/2008 10:07 AM

Final Approval Date: 08/08/2008

AI-10562

19.G.

**Claim of Hacienda Ford
CC REGULAR**

Date: 08/12/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Claim of Hacienda Ford

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Norma Silva Started On: 08/08/2008 04:44
PM

Final Approval Date: 08/08/2008
