AI-10802 6.A.

Intro. of Elections Administrator

CC REGULAR

Date: 08/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Introduction of Hidalgo County Elections Administrator

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 07:59 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/22/2008 08:01 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 08:37 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 08:40 AM	APRV
5	Court Administrator (Originator)	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Monica Badillo — Started On: 08/21/2008 05:25 PM

Final Approval Date: 08/22/2008

AI-10795 **6.B.**

Assistance from Sec. of State - re: Nov. Elections
CC REGULAR

Date: 08/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections Department:
1. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024 (a) (4), a professional service in connection with the provision of Federal and State Election Law legal services related to the November Elections.
2. Requesting engagement with the firm of _____ for the "Provision of Federal and State Election Law Legal Services related to the November Elections"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Please see attached expenditure report

Attachments

Link: LGC 262.024
Link: Expenditure Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 07:56 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/22/2008 10:15 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 11:30 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:34 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Monica Badillo Started On: 08/21/2008 04:35 PM

Final Approval Date: 08/22/2008

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this

section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1272, § 3, eff. September 1, 2007.

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-414-00-130-001-0-112	ELECTIONS DEPT-SALARIES OF DEPT HEADS	80,080.00	80,080.00	.00	44,843.62	35,236.38	56.00
8-1100-414-00-130-001-0-113	ELECTIONS DEPT-PERM F/T EMPLOYEES	585,675.00	485,211.97	.00	282,966.62	202,245.35	58.32
8-1100-414-00-130-001-0-114	ELECTIONS DEPT-PERM P/T EMPL	12,527.00	12,527.00	.00	1,496.61	11,030.39	11.95
8-1100-414-00-130-001-0-115	ELECTIONS DEPT-LONGEVITY PAY	4,920.00	4,920.00	.00	2,547.50	2,372.50	51.78
8-1100-414-00-130-001-0-118	ELECTIONS DEPT-AUTO ALLOWANCE	8,000.00	8,000.00	.00	3,815.36	4,184.64	47.69
8-1100-414-00-130-001-0-121	ELECTIONS DEPT-TEMP F/T EMPL	.00	65,202.70	.00	65,206.03	-3.33	100.01
8-1100-414-00-130-001-0-123	ELECTIONS DEPT-ELECTION POLL WORKERS	150,000.00	384,236.75	.00	383,251.75	985.00	99.74
8-1100-414-00-130-001-0-131	ELECTIONS DEPT-OVERTIME	.00	44,311.26	.00	43,952.18	359.08	99.19
8-1100-414-00-130-001-0-211	ELECTIONS DEPT-HEALTH INSURANCE	91,608.00	84,487.87	.00	45,471.77	39,016.10	53.82
8-1100-414-00-130-001-0-212	ELECTIONS DEPT-LIFE INSURANCE	726.00	677.60	.00	309.70	367.90	45.71
8-1100-414-00-130-001-0-220	ELECTIONS DEPT-FICA	52,875.00	50,390.78	.00	50,780.54	-389.76	100.77
8-1100-414-00-130-001-0-230	ELECTIONS DEPT-RETIREMENT	60,685.00	52,919.34	.00	33,285.19	19,634.15	62.90
8-1100-414-00-130-001-0-250	ELECTIONS DEPT-UNEMPLOYMENT COMP	3,456.00	3,291.17	.00	2,224.40	1,066.77	67.59
8-1100-414-00-130-001-0-260	ELECTIONS DEPT-WORKERS COMP	2,903.05	8,069.87	.00	4,489.30	3,580.57	55.63
8-1100-414-00-130-001-0-336	ELECTIONS DEPT-COMPUTER SRV	50,000.00	50,000.00	17,673.50	4,864.00	27,462.50	45.08
8-1100-414-00-130-001-0-343	ELECTIONS DEPT-LAUNDRY & DRY CLEANING	2,000.00	2,000.00	224.00	.00	1,776.00	11.20
8-1100-414-00-130-001-0-346	ELECTIONS DEPT-HAULING & FREIGHT SERVICE	1,000.00	2,300.00	745.00	105.00	1,450.00	36.96
8-1100-414-00-130-001-0-350	ELECTIONS DEPT-CONTRACTUAL SERVICES	5,000.00	5,000.00	.00	.00	5,000.00	.00
8-1100-414-00-130-001-0-412	ELECTIONS DEPT-CABLE/SATELLITE TV	2,500.00	2,500.00	44.90	.00	2,455.10	1.80
8-1100-414-00-130-001-0-413	ELECTIONS DEPT-ELEC SURVEILL & SECURITY	15,000.00	15,000.00	.00	90.00	14,910.00	.60
8-1100-414-00-130-001-0-431	ELECTIONS DEPT-BLDG R&M SERVICE	1,600.00	1,600.00	.00	550.00	1,050.00	34.38
8-1100-414-00-130-001-0-432	ELECTIONS DEPT-EQUIP R&M SERVICE	15,000.00	15,000.00	1,843.95	3,653.25	9,502.80	36.65
8-1100-414-00-130-001-0-434	ELECTIONS DEPT-VEHICLE R&M SERVICE	8,000.00	8,000.00	105.00	380.39	7,514.61	6.07
8-1100-414-00-130-001-0-441	ELECTIONS DEPT-LAND & BLDG RENTALS	100,000.00	100,000.00	31,310.40	62,920.80	5,768.80	94.23
8-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	100,000.00	100,000.00	21,754.70	30,206.97	48,038.33	51.96
8-1100-414-00-130-001-0-529	ELECTIONS DEPT-SURETY & NOTARY BONDS	500.00	500.00	.00	.00	500.00	.00
8-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	5,000.00	7,017.57	.00	3,492.24	3,525.33	49.76
8-1100-414-00-130-001-0-532	ELECTIONS DEPT-CELL PHONE	30,000.00	30,000.00	.00	11,372.96	18,627.04	37.91
8-1100-414-00-130-001-0-534	ELECTIONS DEPT-INTERNET	35,000.00	35,000.00	.00	6,317.13	28,682.87	18.05
8-1100-414-00-130-001-0-535	ELECTIONS DEPT-POSTAGE	100,000.00	95,000.00	400.00	11,523.95	83,076.05	12.55
8-1100-414-00-130-001-0-536	ELECTIONS DEPT-TWO-WAY RADIO	2,500.00	2,500.00	72.00	900.00	1,528.00	38.88
8-1100-414-00-130-001-0-540	ELECTIONS DEPT-ADVERTISING	35,000.00	35,000.00	3,410.97	19,971.94	11,617.09	66.81
8-1100-414-00-130-001-0-550	ELECTIONS DEPT-PRINTING & BINDING	60,000.00	62,000.00	41,108.17	20,591.81	300.02	99.52
8-1100-414-00-130-001-0-560	ELECTIONS DEPT-MICROFILM & FILM DEVELOP	500.00	500.00	.00	.00	500.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-414-00-130-001-0-581	ELECTIONS DEPT-TRAVEL IN COUNTY	1,500.00	1,500.00	.00	.00	1,500.00	.00
8-1100-414-00-130-001-0-583	ELECTIONS DEPT-TRAVEL OUT OF COUNTY	25,000.00	25,000.00	5,009.83	1,680.10	18,310.07	26.76
8-1100-414-00-130-001-0-584	ELECTIONS DEPT-REGISTRATION FEES	15,000.00	15,000.00	4,885.00	-1,025.00	11,140.00	25.73
8-1100-414-00-130-001-0-601	ELECTIONS DEPT-OFFICE SUPPLIES	75,000.00	73,000.00	6,182.02	38,525.83	28,292.15	61.24
8-1100-414-00-130-001-0-602	ELECTIONS DEPT-PAPER SUPPLIES	50,000.00	48,000.00	.00	6,765.23	41,234.77	14.09
8-1100-414-00-130-001-0-603	ELECTIONS DEPT-EDUCATION/INSTRUCTION SUP	500.00	500.00	.00	.00	500.00	.00
8-1100-414-00-130-001-0-604	ELECTIONS DEPT-CHEM,DRUGS,MEDS & LAB SUP	1,000.00	1,000.00	.00	.00	1,000.00	.00
8-1100-414-00-130-001-0-606	ELECTIONS DEPT-MAPS, PLANS, PLATS, ETC.	5,000.00	5,000.00	.00	309.25	4,690.75	6.19
8-1100-414-00-130-001-0-607	ELECTIONS DEPT-CLEANING & SANITATION	700.00	700.00	.00	.00	700.00	.00
8-1100-414-00-130-001-0-608	ELECTIONS DEPT-HSEHLD & INSTITUTIONAL	1,150.00	1,150.00	94.28	90.00	965.72	16.02
8-1100-414-00-130-001-0-613	ELECTIONS DEPT-SAFETY SUPPLIES	300.00	300.00	.00	259.23	40.77	86.41
8-1100-414-00-130-001-0-630	ELECTIONS DEPT-FOOD	5,000.00	4,905.84	.00	.00	4,905.84	.00
8-1100-414-00-130-001-0-631	ELECTIONS DEPT-BOTTLED WATER	3,000.00	3,000.00	92.50	407.50	2,500.00	16.67
8-1100-414-00-130-001-0-640	ELECTIONS DEPT-REFERENCE MATERIALS	1,500.00	1,500.00	.00	126.00	1,374.00	8.40
8-1100-414-00-130-001-0-661	ELECTIONS DEPT-MINOR OFFICE EQUIPMENT	10,000.00	10,000.00	.00	429.42	9,570.58	4.29
8-1100-414-00-130-001-0-663	ELECTIONS DEPT-SMALL TOOLS	300.00	300.00	.00	11.22	288.78	3.74
8-1100-414-00-130-001-0-664	ELECTIONS DEPT-OTHER MINOR EQUIPMENT	12,000.00	12,000.00	.00	229.97	11,770.03	1.92
8-1100-414-00-130-001-0-665	ELECTIONS DEPT-MINOR COMPUTER EQUIPMENT	32,000.00	32,000.00	.00	14,152.06	17,847.94	44.23
8-1100-414-00-130-001-0-666	ELECTIONS DEPT-MINOR OFFICE FURNITURE	5,000.00	5,000.00	.00	.00	5,000.00	.00
8-1100-414-00-130-001-0-667	ELECTIONS DEPT-MINOR SOFTWARE	5,000.00	5,000.00	.00	.00	5,000.00	.00
8-1100-414-00-130-001-0-671	ELECTIONS DEPT-BLDG R&M SUPPLIES	.00	1,500.00	.00	1,022.82	477.18	68.19
8-1100-414-00-130-001-0-672	ELECTIONS DEPT-EQUIP R&M SUPPLIES	100.00	4,080.00	999.96	.00	3,080.04	24.51
8-1100-414-00-130-001-0-679	ELECTIONS DEPT-OTHER R&M SUPPLIES	5,000.00	5,000.00	.00	.00	5,000.00	.00
8-1100-414-00-130-001-0-681	ELECTIONS DEPT-VEHICLE R&M SUPPLIES	2,000.00	2,000.00	.00	.00	2,000.00	.00
8-1100-414-00-130-001-0-682	ELECTIONS DEPT-GASONLINE/DIESEL	15,000.00	9,433.23	5,000.00	.00	4,433.23	53.00
8-1100-414-00-130-001-0-684	ELECTIONS DEPT-TIRES & TUBES	500.00	500.00	.00	.00	500.00	.00
8-1100-414-00-130-001-0-745	ELECTIONS DEPT-COMPUTER EQUIPMENT	16,056.93	16,056.93	.00	.00	16,056.93	.00
8-1100-414-00-130-001-0-746	ELECTIONS DEPT-OFFICE FURNITURE	5,000.00	5,000.00	.00	2,309.98	2,690.02	46.20
8-1100-414-00-130-001-0-747	ELECTIONS DEPT-SOFTWARE	3,500.00	3,500.00	.00	.00	3,500.00	.00
8-1100-414-00-130-001-0-810	ELECTIONS DEPT-DUES & MEMBERSHIPS	850.00	850.00	105.00	100.00	645.00	24.12
8-1100-414-00-130-001-0-855	ELECTIONS DEPT-LATE FEES,PENALTIES & FIN	500.00	500.00	.00	.00	500.00	.00
8-1100-414-00-130-001-0-890	ELECTIONS DEPT-OTHER	5,000.00	220.00	.00	.00	220.00	.00
1100 GENERAL FUND		**1,924,511.98**	**2,146,739.88**	**141,061.18**	**1,206,974.62**	**798,704.08**	**62.79**
8 YEAR		**1,924,511.98**	**2,146,739.88**	**141,061.18**	**1,206,974.62**	**798,704.08**	**62.79**

AI-10810 **6.C.**

Agreement for Election Services - Edinburg & Hidalgo ISD's
CC REGULAR

Date: 08/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections Department:
1. Approval of Election Services Agreement between the County of Hidalgo and Edinburg C.I.S.D.
2. Approval of Election Services Agreement between the County of Hidalgo and Hidalgo I.S.D.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact. Approval of elections service agreement for both Edinburg C.I.S.D. and Hidalgo I.S.D. only.

Attachments

Link: agreement
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 01:49 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/22/2008 02:28 PM	APRV
3	Auditor's Office		08/22/2008 05:41 PM	NEW
Form Started By: Monica Badillo			Started On: 08/22/2008 01:40 PM	
Final Approval Date: 08/22/2008				

AGREEMENT FOR ELECTION SERVICES BETWEEN THE COUNTY OF HIDALGO AND THE EDINBURG C.I.S.D.

THIS AGREEMENT (the "Agreement") is entered into by and between the Edinburg CISD, Texas, acting by and through it's School Board President, Carmen Gonzalez (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Teresa R. Navarro.

WITNESSETH:

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, the School desires that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions of the COUNT,; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 4, 2008 general election of the School Board (the "Election"); and

WHEREAS, the School and the County agree to conduct early voting jointly and that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election; and

WHEREAS, the County agrees to perform election services for the School; and

NOW, THEREFORE, the County and the School for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold a joint election, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Procure, provide and distribute all necessary election supplies, including:

(1) Ballots (preparation and distribution only);
(2) Election kits; and
(3) Ballot boxes and voting booths provided free of charge by the County.

(b) Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

(c) Serve as the Early Voting Clerk.

(d) Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school.

(e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School.

(f) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

(g) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School.

(h) Preparation, distribution, and publication of all notices and newspaper advertisements.

(i) Preparation of U.S. Department of Justice pre-clearance for the general trustee election.

(j) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.

(k) Notify the election presiding and alternate judges of their appointment by the School for each election precinct.

2. The School shall be responsible for performing the following duties and shall furnish the following services:

(a) Costs of services will be prorated for ballots based on the District's precincts voting. The District will reimburse 50% of ballot printing costs. Costs of labor and election supplies will be split 50/50 with County or other calculated rate if additional jurisdictions participate in the District area of County. District will pay $50.00 of programming fees.

(b) Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

4. The County Election Administrator shall be the agent of the School for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Election Administrator's duties.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.

7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the ELECTION AS DESCRIBED IN PARAGRAPH 2 HEREOF. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."

8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED in DUPLICATE this the ____ day of _____, 2008.

EDINBURG C.I.S.D, TEXAS

By: Carmen Gonzalez
Carmen Gonzalez, Edinburg CISD Board President

ATTEST: Ciro Trevino
Ciro Trevino, Edinburg CISD Board Secretary

HIDALGO COUNTY, TEXAS

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

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Teresa R. Navarro, Elections Administrator

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND HIDALGO I.S.D.

THIS AGREEMENT (the "Agreement") is entered into by and between the Hidalgo I.S.D., Texas, acting by and through it's School Board President, Martin Cepeda (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator.

WITNESSETH:

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, the School desires that .a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions of the COUNT,; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 4, 2008 general election of the School Board (the "Election"); and

WHEREAS, the School and the County agree to conduct early voting jointly and that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election; and

WHEREAS, the County agrees to perform election services for the School; and

NOW, THEREFORE, the County and the School for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold a joint election, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

a. Procure, provide and distribute all necessary election supplies, including:
    1) Ballots (preparation and distribution only);
    2) Election kits; and
    3) Ballot boxes and voting booths provided free of charge by the County.

b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

c. Serve as the Early Voting Clerk.

d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school.

e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School.

f. Arrange, for the use of a. central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School.

h. Preparation, distribution, and publication of all notices and newspaper advertisements.

i. Preparation of U.S. Department of Justice pre-clearance for the general trustee election.

j. Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.

k. Notify the election presiding and alternate judges of their appointment by the School for each election precinct.

2. The School shall be responsible for performing the following duties and shall furnish the following services:

a. Costs of services will be prorated for ballots based on the District's precincts voting. The District will reimburse 50% of ballot printing costs. Costs of labor and election supplies will be split 50/50 with County or other calculated rate if additional jurisdictions participate in the District area of County. District will pay $50.00 of programming fees.

b. Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

4. (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.

7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the ELECTION AS DESCRIBED IN PARAGRAPH 2 HEREOF. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be

submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."

8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the 18th day of August, 2008.

HIDALGO I.S.D, TEXAS

By: _____
Martin Cepeda Hidalgo I.S.D. Board President

ATTEST:

_____
Sacramento De Hoyos Hidalgo I.S.D. Board Secretary

HIDALGO COUNTY, TEXAS

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

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Elections Administrator

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L.L.P,

BY: _____
STEPHEN L. CRAIN

Candy Maya

From: elections [elections@co.hidalgo.tx.us]
Sent: Tuesday, August 12, 2008 3:14 PM
To: mamaya@hidalgo-isd.org
Subject: polling Locations

Hey ~~Monica~~ Candy
As per conversation I found all the Election Polling locations that will include the HISD precinct.

Hidalgo City Hall, Hidalgo	Precinct 20
Las Milpas Comm Ctr, Pharr	Precinct 05 & 137
Granjeno City Hall, Granjeno	Precinct 12
EB Reyna, La Joya	Precinct 29
Palmview Comm Ctr, Palmview	Precinct 48
Templo Inspiracion, Alamo	Precinct 91
Valley View Dist, Conf Room, Pharr	Precinct 122

If you have any question you can contact me at 292-7702

Thank you

Mike Ramirez Kanto
Election System Specialist
Hidalgo County Elections Dept.
P 956.784.VOTE
F 956.318.2569



Sir Balam (カント)

-Science without religion is lame. Religion without science is blind. Albert Einstein -

"Life gets better when you embrace your geekiness"
-Rose McGowan-

AI-10781 **6.D.**

purchase of tract/parcel(s) of land - North "I" Rd. & South Tower Rd. Projects

CC REGULAR

Date: 08/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Right of Way:
1. Consideration and approval to purchase a certain tract or parcel of land described as Parcel #14 for the North "I" Rd. Project Phase II

2. Consideration and approval to purchase a certain tract or parcel of land described as Parcel #4 for the South Tower Rd. Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1315-126-30-000-003-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
TxDOT Project

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-027-0-711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding pending approval of AI 10770. Available balance as of 08/21/08 $10,750.00.

Attachments

Link: documents
Link: documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 12:05 PM	APRV
2	Erika Reyna	Erika Reyna	08/21/2008 02:18 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 05:06 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 05:46 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Monica Badillo

Started On: 08/21/2008 10:11 AM

Final Approval Date: 08/22/2008

COUNTY OF HIDALGO

EDINBURG TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2802 South Highway 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 08/15/2008**

TO : BENITO RODRIGUEZ **DEPT: ROW DEPT.**

FROM: LUPITA GARZA/ACCOUNTS PAYABLE **PHONE: (956) 318-2511 EXT 4630**

REFERENCE: PROJECT NORTH I ROAD P#14

THE FOLLOWING DOCUMENT (S), i e IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113 064

[] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT _____ AVAILABLE _____

[] NEED APPROVAL OF: DEPARTMENT HEAD

[] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[X] OTHER: SENDING ORIGINAL PAY-MEMO WITH BACKUP

[X] COMMENTS/RECOMMENDATION: As previously discussed with Mr. Pena, adequate notice should be given to the Public on the actions taken by Commissioners' Court. Since adequate notice was not provided, please place item for approval on the next Commissioners' Court by providing a general description of the property to be acquired. This action is need in accordance with the Open Meetings Act.

Lupita

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

TO: Comm. Oscar L. Garza, Jr.
Hidalgo County Pct. # 4
Attn: Rumaldo Munoz, Jr. Accts. Payable

FROM: Mr. J. Benito Rodriguez BR
Right Of Way Agent

Date: August 7, 2008

RE: North "I" Road Project Phase II: Parcel # 14 – Alejandro Dominguez and wife Bella Dominguez

ROW # N"I" Rd PH 2 P# 14
desc. 0.114 Ac Lt 17 Kelly Pharr Subd.

Comm. Garza,

Attached, please find a copy of the unrecorded deed, copy of appraisal report, copy of settlement approval of offer and a signed 1099-S form by landowners on the above-mentioned project. The landowners are requesting the agreed acquisition amount of $18,000.00 be made divide evenly between them. A check in the amount of $9,000.00 needs to be made payable to Bella Dominguez and the remaining $9,000.00 be made payable to Alejandro Dominguez from account # 8-1315-126-30-000-003-0-000 set up for this project. The Original deed will be held by the Right of Way Department and record as soon as payment to the landowner is processed. Please hold check for Agent to pick up.

Commissioner's Court approved this project for acquisition on December 19, 2000 and in closed and open session on November 14, 2006.

Should you have any questions, please feel free to contact our office

Thanks,

Approved O. L. Garza, Jr.
Commissioner Oscar L. Garza Jr.

Approved
Jose N. Peña, ROW Director

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMO

To: Commissioners' Court

From: J. Benito Rodriguez
Right of Way Agent

Date: November 14, 2006

Subject: North "I" Road Project-Phase II
Parcel # 14—Alejandro and wife Bella Domínguez

Appraised Value	**$ 16,747.00**
Settlement Demand	**$18,000.00 ****
Difference	**($1,253.00) *****

*****See attached letter**

Commissioners' Court Executive Session November 14, 2006.

11/14/06 **Approved**

_____ **Not Approved**

301 E. State ★ Pharr, Texas 78577 ★ (956) 283-8134 ★ Fax (956) 283-8402 ★ hidcorow@yahoo.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

North "I" Road Project Phase II
Parcel: # 14
RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, We, Alejandro Domínguez and wife Bella Domínguez of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Eighteen Thousand and No/100ths Dollars ($18,000.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 17 day of December, 2007.

Alejandro Domínguez

Bella Domínguez

ACKNOWLEDGMENT

THE STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alejandro Domínguez and Bella Domínguez known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December A.D. 2007.

Notary Public, State of Illinois

NOTARY PUBLIC, STATE OF ILLINOIS

COUNTY: HIDALGO

HIGHWAY: North "I" ROAD Part 2

PROJECT LIMITS: Owassa Road North to Expressway 281

FIELD NOTES FOR PARCEL – 14

Being a 0.307-acre tract of land, more or less, out of a 1.293-acre tract of land being the East 256 feet of the South 220 feet of Lot 17, Kelly-Pharr Subdivision, Hidalgo County, Texas, as recorded in Volume 3 Pages 133-134, Deed Records, Hidalgo County, Texas. Said 1.293-acre tract of land is vested to Alejandro Dominguez and wife, Bella Dominguez from William T. Milligan and wife, Evelyn J. Milligan, by virtue of a Warranty Deed with Vendor's Lien dated January 18, 1991, recorded in Volume 3029, Page 273, Official Records, Hidalgo County, Texas. Said 0.307-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a Concrete Nail Set for the Southeast corner of said Lot 17, for the Southeast corner and the **POINT OF BEGINNING** of said tract herein described;

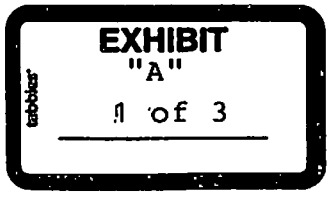
1. **THENCE**, North 81 degrees 32 minutes 59 seconds East, with and along the South line of said Lot 17, and the centerline of Wisconsin Road, for a distance of 99.95 feet to a Cotton Picker Spindle set for the Southwest corner of said tract herein described;

2. **THENCE**, North 08 degrees 31 minutes 01 seconds East, parallel to the East line of said Lot 17, for a distance of 20.00 feet past a No. 4 rebar set for a point on the Existing North Right of Way line of Wisconsin Road, continuing on the same bearing, for a total distance of 40.00 feet to a No. 4 rebar set with cap stamped R.G.E.C. for an external corner of said tract herein described;

3. **THENCE**, North 52 degrees 19 minutes 38 seconds East, with and along a corner clip, for a distance of 83.56 feet to a No. 4 rebar set for a point on a point of curvature to the left, and for an internal corner of said tract herein described;

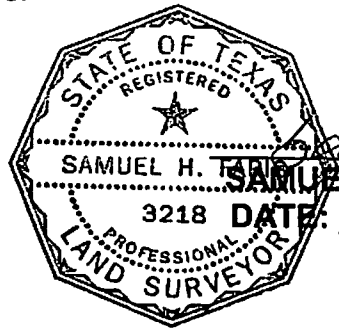
4. **THENCE**, in a Northeasterly direction with the line of said curve to the left with an arc angle of 01 degrees 20 minutes 57 seconds, a radius of 4960.00 feet, a tangent of 58.40 feet, an arc length of 116.80 feet, a chord bearing of North 06 degrees 37 minutes 44 seconds East and a chord length of 116.79 feet to a No. 4 rebar set with cap stamped R.G.E.C., for a point of curvature to the right, and for an internal point of said tract herein described;

5. **THENCE**, in a Northeasterly direction with the line of said curve to the right with an arc angle of 00 degrees 02 minutes 41 seconds, a radius of 5040.00 feet, a tangent of 1.97 feet, an arc length of 3.93 feet, a chord bearing of North 05 degrees 58 minutes 35 seconds East and a chord length of 3.93 feet to a No. 4 rebar set with cap stamped R.G.E.C., for the Northwest corner of said tract herein described;



6. **THENCE**, South 81 degrees 32 minutes 59 seconds East, parallel to the South line of said Lot 17, for a distance of 20.14 feet past a No. 4 rebar set for a point on the Existing West Right of Way line of "I" Road, continuing on the same bearing, for a total distance of 45.14 feet to a concrete nail set for a point on the East line of said Lot 17, and for the Northeast corner of said tract herein described;

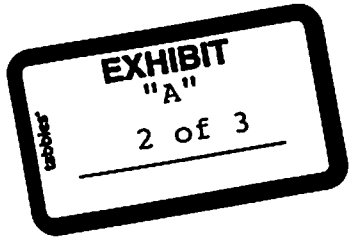
7. **THENCE**, South 08 degrees 31 minutes 01 seconds West, with and along the East line of said lot 17, and the centerline of "I" Road, for a distance of 220.00 feet to the **POINT OF BEGINNING** and containing 0.307-acres of land, more or less of which 0.161-acres lies in the Existing Road Right of Way, 0.043-acres lies in the Existing Magic Valley Electric Cooperative Right of Way Easement, and leaving a **Proposed Net Taking** of 0.146-acres of land, more or less.

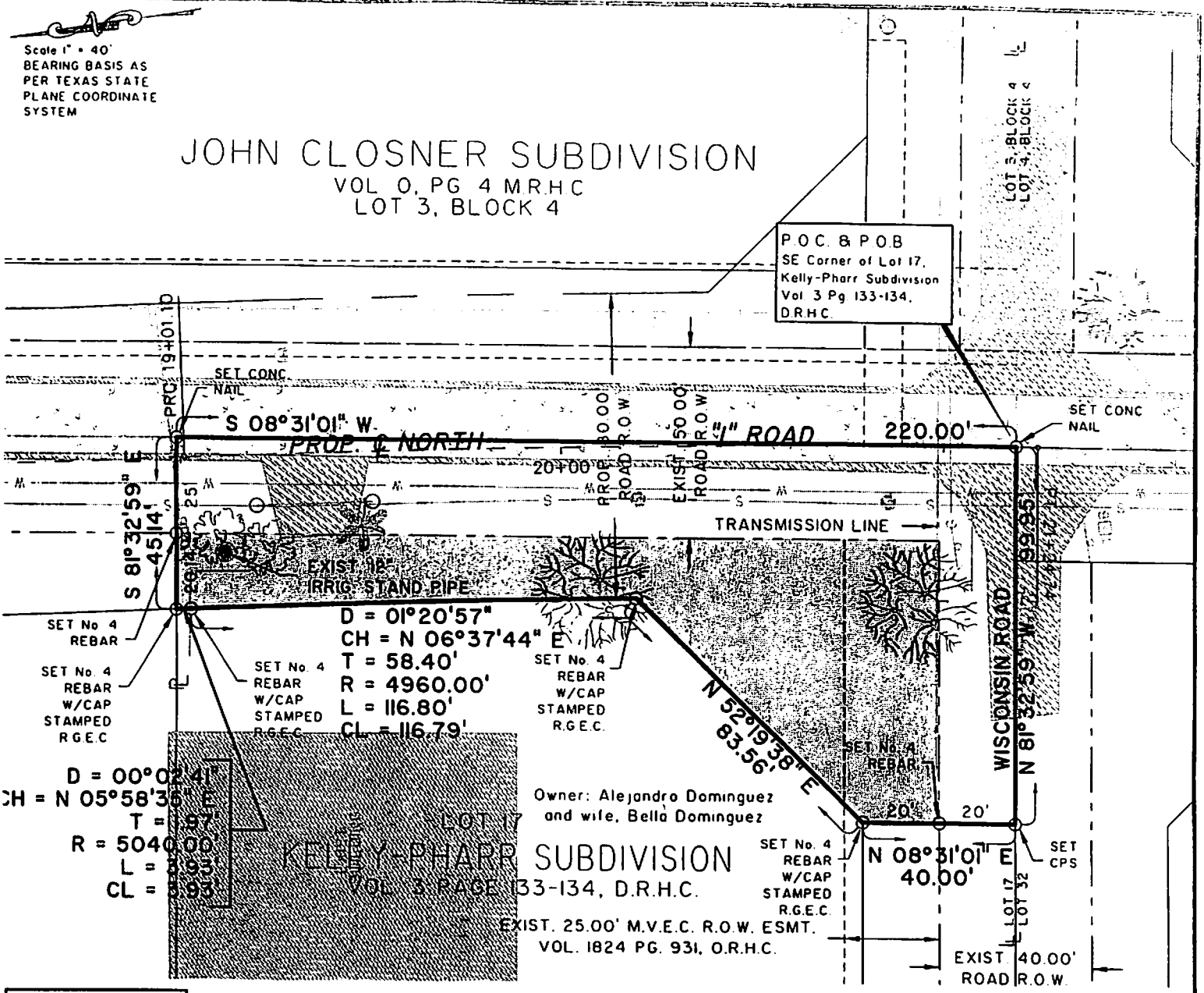


Samuel H. Faris

SAMUEL H. FARIS – R.P.L.S. No. 3218

DATE: 6/16/06





PARCEL-14

OWNER: Alejandro Dominguez and wife, Bella Dominguez, by Worranty Deed with Vendor's Lien dated January 18, 1991, recorded in Volume 3029 Page 273, Official Records, Hidalgo County, Texas

DESCRIPTION: A 1.293 acre tract of land, more or less, the East 256 feet of the South 220 feet of Lot 17, Kelly-Pharr Subdivision, according to the map thereof recorded in Volume 3, Page 133-134, Deed Records, Hidalgo County, Texas.

Total acreage: 1.293 ac.
To be acquired: 0.307 ac.
Exist. Road R.O.W.: 0.161 ac.
Exist. M.V.E.C. R.O.W Esmt.: 0.043 ac
Net taking: 0.146 ac
Remainder Left: None
Remainder Right: 0.986 ac
Document: _____

PROPOSED NORTH "I" ROAD
PARCEL-14
A 0.307 ACRE TRACT OF LAND
OUT OF LOT 17
KELLY-PHARR SUBDIVISION
HIDALGO COUNTY, TEXAS
VOLUME 3 PAGE 133-134, D.R.H.C.

EXHIBIT "A"
3 of 3

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors

STATE OF TEXAS
REGISTERED
SAMUEL H. FARIS
3218
PROFESSIONAL
LAND SURVEYOR

SAMUEL H FARIS - RPLS No 3218
DATE: 6/16/06

JOB No: ENG99 012 DATE: 6/16/06 DRAWN BY: E.R

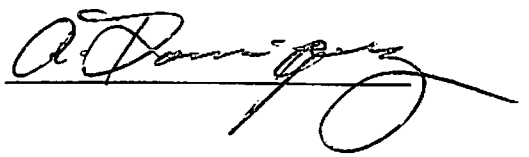
R. Gutierrez Engineering Corp. • 130 E. Park Ave. • Pharr, Tx. • (956) 782-2557

To whom it may concern ,

I, Alejandro Dominguez on behave of myself and wife Bella Dominguez would like to submit a counter offer of $18,000.00 on this day November 9, 2006 to the County of Hidalgo.

I consider this to be a fair offer and as part of the negotiation, will retain some of the dirt (from the I Road Improvements) to improve borders around my property for the propose of detaining irrigation water.

Respectfully,



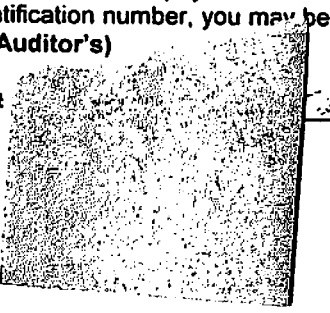
INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

as Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide HIDALGO COUNTY, with your correct taxpayer identification number. If you do not provide HIDALGO COUNTY, with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. **(Copies of SS Card required by Auditor's)**

Social Security #_ 

Social Security # 

SELLER NAME

Alejandro Dominguez
Bella Dominguez
3521 S. I Road
Edinburg, Texas 78539-9157

PERMANENT MAILING ADDRESS

3521 S. I Road
Edinburg, Texas 78539-9157

TRANSACTION INFORMATION

Closing Date: 12-27-07

D e s c r i p t i o n o f P r o p e r t y :

Contract Sales Price: $ 18,000.00
If multiple sellers -
Request is hereby made that you allocate the sales price among the sellers

Has the seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? (Yes or No)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

Alejandro Dominguez — Alejandro Dominguez

Bella Dominguez — Bella Dominguez

12-27-07 — Date

SUBSTITUTE FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

FORM NO. II104.1

COUNTY OF HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2802 South Highway 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 08/15/2008**

TO : EDUARDO GONZALEZ **DEPT: ROW DEPT.**

FROM: LUPITA GARZA/ACCOUNTS PAYABLE **PHONE: (956) 318-2511 EXT 4630**

REFERENCE: PROJECT SOUTH TOWER RD P#4

THE FOLLOWING DOCUMENT (S). i e IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113 064

[] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**

[ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**

[ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**

[ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**

[] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**

[ ] **SIGNATURE OR DATE NOT PRESENT**

[ ] **SYSTEM SHOWS INVOICE PAID**

[ ] **INSUFFICIENT FUNDING IN ACCOUNT _____ AVAILABLE _____**

[] **NEED APPROVAL OF: DEPARTMENT HEAD**

[] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):**

[ ] **NEEDS CORRECTION (S):**

[X] **OTHER: SENDING ORIGINAL PAY-MEMO WITH BACKUP**

[X] **COMMENTS/RECOMMENDATION: As previously discussed with Mr. Pena and yourself, adequate notice should be given to the Public on the actions taken by Commissioners' Court. Since adequate notice was not provided, please place item for approval on the next Commissioners' Court by providing a general description of the property to be acquired. This action is need in accordance with the Open Meetings Act.**

Lupita

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 332ND D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | ADA SALINAS FLORES JUDGE, 398TH D.C. | THOMAS P. WINGATE JUDGE, 430TH D.C. | DANIEL G. RIOS JUDGE, 449TH D.C.

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

To: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct # 2
Attn: Yolanda Cisneros

From: Eddy Gonzalez, ROW Agent
Hidalgo County Right of Way Department

Date: July 15, 2008

Re: South Tower Road Project
Parcel # 4

INV # S Tower Rd P# 4
dsc. 0.117 Hcre tract Lt 2 Alamo Land + Sugar Co.

Commissioner Palacios,

Attached please find a copy of the unrecorded deed, copy of the Appraisal Report, and a copy of the 1099S form signed by Federico Garza, Jr. on the above-mentioned parcel. A check in the amount of $ 51,128.00 needs to be paid to Federico Garza, Jr., individually and as Independent Executor of the Estate of Federico Garza, Sr., out of your account # 8-1202-431-00-122-027-0-711 for Right of Way acquisition on this project. The Original deed will be held by the Right of Way Department and recorded as soon as payment to the landowner is processed.

****PLEASE HAVE THE TREASURER'S OFFICE HOLD THE CHECK****

Commissioners Court approved this project for acquisition on October 18, 2005.

Should you have any questions, please contact our office at 956-283-8134 or (956) 219-9065.

8-1202-431-00-122-027-0-711

Approved _____
Commissioner Hector "Tito" Palacios

_____
Jose N. Pena

INVOICE RECEIVED BY: _____ ON 7/15/08

GOODS/SERVICES RECEIVED BY: Hector Palacios ON 7/15/08

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

South Tower Road Project
Parcel: # 4
RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I, Federico Garza, Jr., Individually and as Independent Executor of the Estate of Federico Garza, Sr., of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Fifty One Thousand One Hundred Twenty Eight and No/100ths Dollars ($51,128.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 15th day of July, 2008.

Federico Garza, Jr.,

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Federico Garza, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15-th day of July, 2008.

EDUARDO Z. GONZALEZ
Notary Public, State of Texas
My Commission Expires
09.17.2011

E. Z. Gonzalez
Notary Public, State of Texas

RECEIVED

COUNTY: HIDALGO

HIGHWAY: South Tower Road

PROJECT LIMITS: Moore Road to 1320 Feet South of Rancho Blanco

Eng05.015B
February 12, 2007
Parcel 4

FIELD NOTES FOR PARCEL – 4

Being a 0.365-acre tract of land out of the East 1.67-acres of the North 10.0-acres of Lot 2, Block 29, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 1.67-acre tract of land is vested to Federico Garza, Sr., and Federico Garza, Jr. from Miriam Armas Ferries Snyder, by virtue of a Warranty Deed with Vendor's Lien, dated January 27, 2003, recorded in Document No. 1168528, Official Records, Hidalgo County, Texas. Said 0.365-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a Cotton Picker Spindle set at the Northeast corner of said Lot 2, for the Northeast corner of the tract herein described; said point being the centerline intersection of Moore Road and South Tower Road;

1. **THENCE**, SOUTH, along the East line of said Lot 2, in Tower Road Right of Way, a distance of 330.00 feet to a Cotton Picker Spindle set at the Southeast corner of said 1.67-acre tract, for the Southeast corner of the tract herein described;

2. **THENCE**, WEST, along the South line of said 1.67-acre tract, at a distance of 30.00 feet pass the Existing West Right of Way line of South Tower Road, and at a total distance of 40.72 feet to a No. 4 rebar set on the Proposed West Right of Way line of South Tower Road, for the Southwest corner of the tract herein described, said point being on a curve to the left;

3. **THENCE,** in a Northwesterly direction, along said Proposed Right of Way, with said curve to the left, an arc angle of 01 degrees 35 minutes 07 seconds, a radius of 4960.00 feet, a tangent of 68.62 feet, an arc length of 137.23 feet, a chord bearing of North 01 degrees 46 minutes 12 seconds West, and a chord length of 137.23 feet to a No. 4 rebar set at the point of the reverse curve, for an exterior corner of the tract herein described;

4. **THENCE,** in a Northwesterly direction, continuing along said Proposed Right of Way, with said curve to the right, an arc angle of 01 degrees 40 minutes 53 seconds, a radius of 5040.00 feet, a tangent of 73.96 feet, an arc length of 147.91 feet, a chord bearing of North 01 degrees 43 minutes 19 seconds West, and a chord length of 147.91 feet to a No. 4 rebar set at the end of curve, for an interior corner of the tract herein described;

5. **THENCE**, North 45 degrees 00 minutes 00 seconds West, continuing with said Proposed Right of Way line, a distance of 35.41 feet to a No. 4 rebar set on the South Right of Way line of Moore Road, for an exterior corner of the tract herein described;

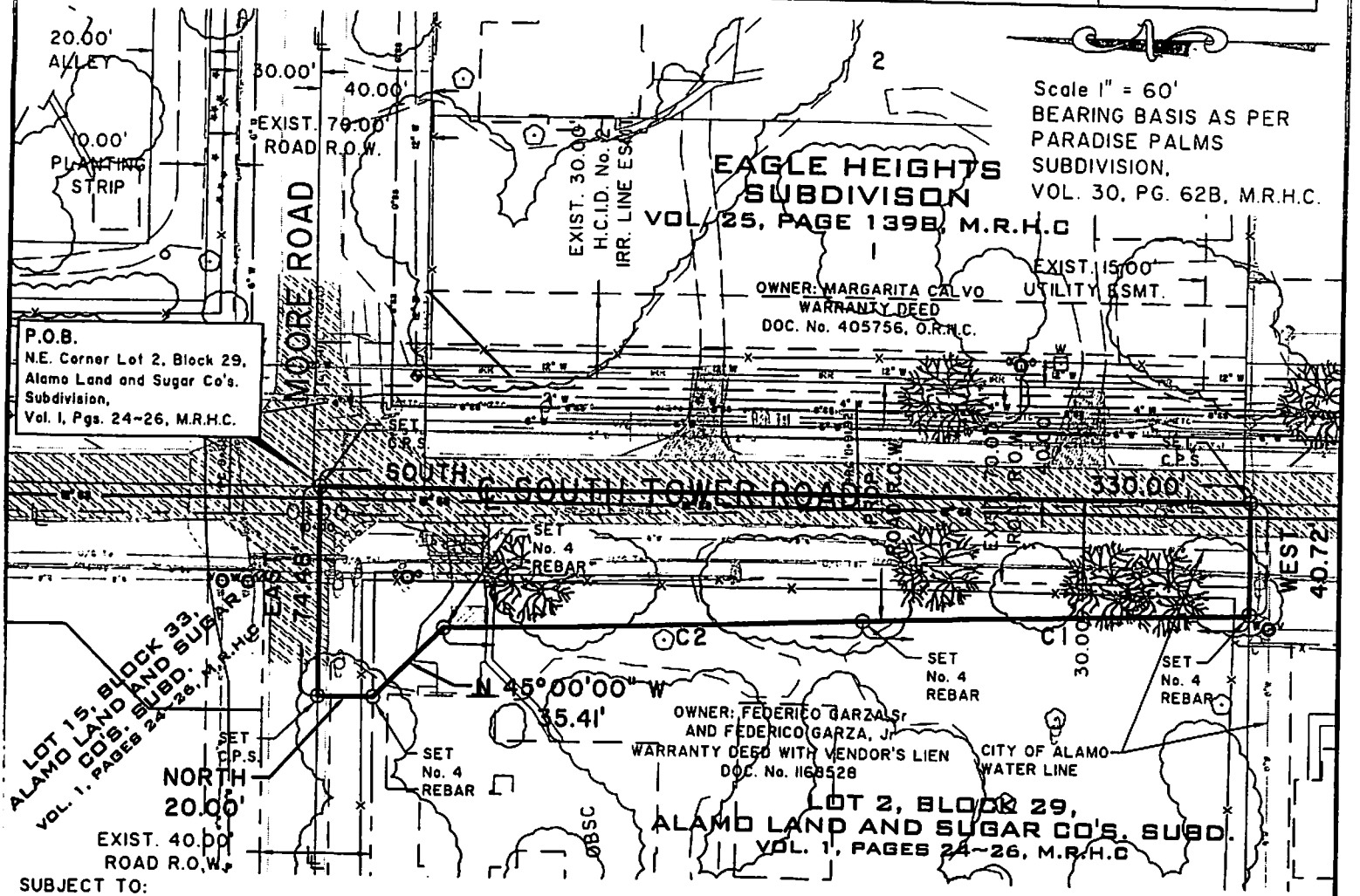
6. **THENCE,** NORTH, continuing along said Proposed Right of Way line, a distance of 20.00 feet to a Cotton Picker Spindle set on the North line of Lot 2, for the Northwest corner of the tract herein described;

7. **THENCE,** EAST, along the North line of Lot 2, in Moore Road Right of Way, a distance of 74.48 feet to the **POINT OF BEGINNING** and containing 0.365-acres, of which 0.248-acres lies in the Existing Road Right of Way, leaving a **Proposed Net Taking** of 0.117-acres of land, more or less.



PLINIO C. MEDINA – R.P.L.S. No. 1590
DATE: 10-08-07

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	01°35'07"	N 01°46'12" W	68.62	4960.00	137.23	137.23
C2	01°40'53"	N 01°43'19" W	73.96	5040.00	147.91	147.91



SUBJECT TO:
CENTRAL POWER AND LIGHT COMPANY BLANKET EASEMENT AND RIGHT OF WAY - dated May 21, 1952, recorded in Volume 747, Page 484, Deed Records, Hidalgo County, Texas.

PROPOSED SOUTH TOWER ROAD
PARCEL 4
A 0.365 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 29, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS. VOLUME 1, PAGES 24-26, M.R.H.

PARCEL 4

OWNER: Federico Garza, Sr., and Federico Garza, Jr., by a Warranty Deed with Vendor's Lien recorded in Document No. 1168528, Official Records, Hidalgo County, Texas.

DESCRIPTION: The East 1.67-acres of the North 10.0-acres of Lot 2, Block 29, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas.

Total acreage: 1.67 ac.
To be acquired: 0.365 ac.
Exist. Road Rigth of Way: 0.248 ac.
Proposed Net taking: 0.117 ac.
Remainder: 1.305 ac.
Document:_____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS
REGISTERED
PLINIO C. MEDINA
1590
PROFESSIONAL
LAND SURVEYOR

PLINIO C. MEDINA - R.P.L.S. No. 1590
DATE: 10-08-07

JOB No.: ENG05.015B | DATE: 02/06/07 | PAGE: 3 OF 3 | DRAWN BY: J.H.F.

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

To: Commissioners' Court

From: Eddy Gonzalez
Right of Way Agent

Date: February 15, 2008

Subject: South Tower Road Project
Parcel # 4 – Federico Garza, Sr. and Federico Garza, Jr.

Appraised Value	**$ 48,754.00**
Settlement Demand	**$ 51,128.00**
Difference	**($ 2,374.00) ***

***See attached letter**

Commissioners' Court Executive Session February 20, 2008.

2/20/08 Approved

_____ Not Approved

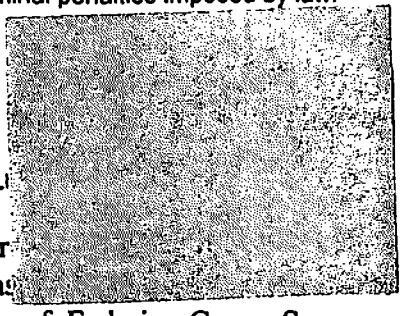
509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide HIDALGO COUNTY, with your correct taxpayer identification number. If you do not provide HIDALGO COUNTY, with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SS # 

SELL

Feder
and a

Estate of Federico Garza, Sr.
Rt. 25, Box 5320
Mission, Texas 78572

PERMANENT MAILING ADDRESS

Rt. 25, Box 5320
Mission, Texas 78572

TRANSACTION INFORMATION

Closing Date: 07/15/08

Description of Property: (SEE ATTACHED DEED)

Contract Sales Price: $ 51,128.00
If multiple sellers -
Request is hereby made that you allocate the sales price among the sellers

Has the seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? (Yes or No)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

Federico Garza, Jr., 07/15/08
Date

SUBSTITUTE FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
FORM NO. II104.1

AI-10807 **6.E.**

2009 BUDGET UPDATE
CC REGULAR

Date: 08/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

2009 Budget Process:
Presentation, updates, discussion, and appropriate action and/or direction on the annual 2009 Budget Process

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 08/22/2008 10:39 AM
Final Approval Date: 08/22/2008	

AI-10733 **6.F.**

Toshiba Business Solutions - Claims
CC REGULAR

Date: 08/26/2008
Submitted By: Esther Contreras, 370TH DISTRICT COURT
Submitted For: NOE GONZALEZ, JUDGE PRESIDING
Department: 370TH DISTRICT COURT

Information

CAPTION

370th District Court:
Presentation by for discussion, consideration, acceptance and approval of claims/invoices with authority for Hidalgo County Treasurer to issue a check in the amount of $1,094.64 for the following invoices after they have been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Invoice Number	Vendor	Description	Amount
6138553	Toshiba Business Solutions	Maint. Agreement	$660.00
6138602	Toshiba Business Solutions	Overages	$60.49
6138612	Toshiba Business Solutions	Overages	$81.38
6138616	Toshiba Business Solutions	Overages	$159.69
6244241	Toshiba Business Solutions	Overages	$84.29
6138650	Toshiba Business Solutions	Overages	$48.79
		Total	$1,094.64

BACKGROUND

On Wednesday August 6, 2008 the 370th District Court received a call from Esther Perez at the Auditor's Department regarding some outstanding invoices for Toshiba. A purchase order was not requested because we were not aware of the above mentioned invoices. Therefore, Ms. Perez forward the invoices to the 370th District Court for approval. Once our research was concluded, we are hereby requesting payment on the above outstanding invoices.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-412-00-007-001-0-601
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $585.09 as of 8/20/08. Additional funding is pending, in the amount of $1,094.64, from AI-10737. Object 601 specified by Liz C., at the Auditor's Office, due to not having a maintenance agreement in place at the time expenses were incurred.

Attachments

Link: Invoice 6138553
Link: Invoice 6138602

Link: Invoice 6138612
Link: Invoice 6138616
Link: Invoice 6244241
Link: Invoice 6138650

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 04:03 PM	APRV
2	Dale Kennan	Dale Kennan	08/21/2008 08:25 AM	APRV
3	Auditor's Office		08/22/2008 05:41 PM	PEND

Form Started By: Esther Contreras Started On: 08/20/2008 10:55 AM

Final Approval Date: 08/22/2008

TOSHIBA
BUSINESS SOLUTIONS
Texas / New Mexico

INVOICE

Invoice Number: 6138553
Page: 1
Document Date: 03/28/08
Invoice Period: 01-DEC-07 to 30-NOV-08
Customer Number: 514041
Payment Term: DueUponReceipt

10231 Kotzebue
San Antonio, TX 78217
Tel.: 210-357-2600 -- Dallas/FW area call 972-386-1860
Fax.: 210-357-2630

BILL TO:
HIDALGO COUNTY OF
100 NORTH CLOSNER 2ND FLOOR

EDINBURG TX 78539

SHIP TO: HIDALGO COUNTY OF
370TH JUDICIAL COURT / 1ST FLR
100 N CLOSNER
EDINBURG TX 78539

CONTRACT NO./LEASE ID	CALL NO.	REPRESENTATIVE	CONTRACT TYPE
302980-001		SAT	4AIP
CONTRACT DESCRIPTION		**STATUS CODE**	**PO NUMBER**
MTR - LPDT - ANL/QTR			LEE ALVAREZ

MODEL / SERIAL	ID # / PART NO.	QTY	DESCRIPTION	START METER	END METER	AMOUNT
ESTUDIO281C / CDJ513662	36138		BLACK METERS			
		1	28 CPM DIGITAL COLOR MFP			660.00

COMMENTS:
REVISED INVOICE WITH ADDRESS CORRECTION. PREVIOUS INVOICE #5979692 CANCELLED.

SUB TOTAL	$660.00
TAX	$0.00
TOTAL	$660.00

PLEASE CUT ALONG LINE AND RETURN WITH REMITTANCE:
Invoice Number: 6138553 Document Date: 03/28/08
BILL TO: 514041
HIDALGO COUNTY OF

PLEASE REMIT TO :
Toshiba Business Solutions
P.O BOX 848440
DALLAS TX 75284-8440

TOTAL DUE
$660.00

TOSHIBA
BUSINESS SOLUTIONS
Texas / New Mexico

INVOICE

Invoice Number: 6138602
Page: 1
Document Date: 03/28/08
Invoice Period: 02-MAR-07 to 01-JUN-07
Customer Number: 514041
Payment Term: DueUponReceipt

10231 Kotzebue
San Antonio, TX 78217
Tel.: 210-357-2600 -- Dallas/FW area call 972-386-1860
Fax.: 210-357-2630

BILL TO:
HIDALGO COUNTY OF
100 NORTH CLOSNER 2ND FLOOR

EDINBURG TX 78539

SHIP TO: HIDALGO COUNTY OF
370TH JUDICIAL COURT / 1ST FLR
100 N CLOSNER
EDINBURG TX 78539

CONTRACT NO./LEASE ID	CALL NO.	REPRESENTATIVE	CONTRACT TYPE
302980-002		SAT	4AIH
CONTRACT DESCRIPTION		**STATUS CODE**	**PO NUMBER**
MTR - LPDT - QTR USAGE			

MODEL / SERIAL	ID # / PART NO.	QTY	DESCRIPTION	START METER	END METER	AMOUNT
ESTUDIO281C / CDJ513662-C	36138-C		COLOR METERS	1638	2249	
		611	Band 1 [1+]			60.49

COMMENTS:
REVISED BILLIND WITH CORRECT ADDRESS. CANELLED PREVIOUS INVOICE #'s 5767011, 5872819, 5979542 & 6108863

SUB TOTAL	$60.49
TAX	$0.00
TOTAL	$60.49

PLEASE CUT ALONG LINE AND RETURN WITH REMITTANCE:
Invoice Number: 6138602 Document Date: 03/28/08
BILL TO: 514041
HIDALGO COUNTY OF

PLEASE REMIT TO :
Toshiba Business Solutions
P.O BOX 848440
DALLAS TX 75284-8440

TOTAL DUE
$60.49

TOSHIBA
BUSINESS SOLUTIONS
Texas / New Mexico

INVOICE

Invoice Number: 6138612
Page: 1
Document Date: 03/28/08
Invoice Period: 02-JUN-07 to 01-SEP-07
Customer Number: 514041
Payment Term: DueUponReceipt

10231 Kotzebue
San Antonio, TX 78217
Tel.: 210-357-2600 -- Dallas/FW area call 972-386-1860
Fax.: 210-357-2630

BILL TO:
HIDALGO COUNTY OF
100 NORTH CLOSNER 2ND FLOOR

EDINBURG TX 78539

SHIP TO: HIDALGO COUNTY OF
370TH JUDICIAL COURT / 1ST FLR
100 N CLOSNER
EDINBURG TX 78539

CONTRACT NO./LEASE ID	CALL NO.	REPRESENTATIVE	CONTRACT TYPE
302980-002		SAT	4AIH
CONTRACT DESCRIPTION		**STATUS CODE**	**PO NUMBER**
MTR - LPDT - QTR USAGE			

MODEL / SERIAL	ID # / PART NO.	QTY	DESCRIPTION	START METER	END METER	AMOUNT
ESTUDIO281C / CDJ513662-C	36138-C		COLOR METERS	2249	3071	
		822	Band 1 [1+]			81.38

COMMENTS:
REVISED BILLIND WITH CORRECT ADDRESS. CANELLED PREVIOUS INVOICE #'s 5767011, 5872819, 5979542 & 6108863

SUB TOTAL	$81.38
TAX	$0.00
TOTAL	$81.38

PLEASE CUT ALONG LINE AND RETURN WITH REMITTANCE:
Invoice Number: 6138612 Document Date: 03/28/08
BILL TO: 514041
HIDALGO COUNTY OF

PLEASE REMIT TO:
Toshiba Business Solutions
P.O BOX 848440

DALLAS TX 75284-8440

TOTAL DUE
$81.38

TOSHIBA
BUSINESS SOLUTIONS
Texas / New Mexico

INVOICE

Invoice Number: 6138616
Page: 1
Document Date: 03/28/08
Invoice Period: 02-SEP-07 to 01-DEC-07
Customer Number: 514041
Payment Term: DueUponReceipt

10231 Kotzebue
San Antonio, TX 78217
Tel.: 210-357-2600 -- Dallas/FW area call 972-386-1860
Fax.: 210-357-2630

BILL TO:
HIDALGO COUNTY OF
100 NORTH CLOSNER 2ND FLOOR

EDINBURG TX 78539

SHIP TO: HIDALGO COUNTY OF
370TH JUDICIAL COURT / 1ST FLR
100 N CLOSNER
EDINBURG TX 78539

CONTRACT NO / LEASE ID	CALL NO.	REPRESENTATIVE	CONTRACT TYPE
302980-002		SAT	4AIH
CONTRACT DESCRIPTION		**STATUS CODE**	**PO NUMBER**
MTR - LPDT - QTR USAGE			

MODEL / SERIAL	ID # / PART NO.	QTY	DESCRIPTION	START METER	END METER	AMOUNT
ESTUDIO281C / CDJ513662-C	36138-C		COLOR METERS	3071	4684	
		1613	Band 1 [1+]			159.69

COMMENTS:
REVISED BILLIND WITH CORRECT ADDRESS. CANELLED PREVIOUS INVOICE #'s 5767011, 5872819, 5979542 & 6108863

SUB TOTAL	$159.69
TAX	$0.00
TOTAL	$159.69

PLEASE CUT ALONG LINE AND RETURN WITH REMITTANCE:
Invoice Number: 6138616 Document Date: 03/28/08
BILL TO: 514041
HIDALGO COUNTY OF

PLEASE REMIT TO:
Toshiba Business Solutions
P.O.BOX 848440

DALLAS TX 75284-8440

TOTAL DUE
$159.69

TOSHIBA
BUSINESS SOLUTIONS
Texas / New Mexico

INVOICE

Invoice Number: 6244241
Page: 1
Document Date: 06/06/08
Invoice Period: 02-MAR-08 to 01-JUN-08
Customer Number: 514041
Payment Term: DueUponReceipt

10231 Kotzebue
San Antonio, TX 78217
Tel.: 210-357-2600 -- Dallas/FW area call 972-386-1860
Fax.: 210-357-2630

BILL TO:
HIDALGO COUNTY OF
100 NORTH CLOSNER 2ND FLOOR

EDINBURG TX 78539

SHIP TO: HIDALGO COUNTY OF
370TH JUDICIAL COURT / 1ST FLR
100 N CLOSNER
EDINBURG TX 78539

CONTRACT NO./LEASE ID	CALL NO.	REPRESENTATIVE	CONTRACT TYPE
302980-002		SAT	4AJH
CONTRACT DESCRIPTION		**STATUS CODE**	**PO NUMBER**
MTR - LPDT - QTR USAGE			

MODEL / SERIAL	ID # / PART NO.	QTY.	DESCRIPTION	START METER	END METER	AMOUNT
ESTUDIO281C / CDJ513662-C	36138-C		COLOR METERS	5132	5906	
		774	Band 1 [1+]			84.29

COMMENTS:		
	SUB TOTAL	$84.29
	TAX	$0.00
	TOTAL	$84.29

PLEASE CUT ALONG LINE AND RETURN WITH REMITTANCE:
Invoice Number: 6244241 Document Date: 06/06/08
BILL TO: 514041
HIDALGO COUNTY OF

PLEASE REMIT TO:
Toshiba Business Solutions
P.O BOX 848440
DALLAS TX 75284-8440

TOTAL DUE
$84.29

TOSHIBA
BUSINESS SOLUTIONS
Texas / New Mexico

INVOICE

Invoice Number: 6138650
Page: 1
Document Date: 03/28/08
Invoice Period: 02-DEC-07 to 01-MAR-08
Customer Number: 514041
Payment Term: DueUponReceipt

10231 Kotzebue
San Antonio, TX 78217
Tel.: 210-357-2600 -- Dallas/FW area call 972-386-1860
Fax.: 210-357-2630

BILL TO:
HIDALGO COUNTY OF
100 NORTH CLOSNER 2ND FLOOR

EDINBURG TX 78539

SHIP TO: HIDALGO COUNTY OF
370TH JUDICIAL COURT / 1ST FLR
100 N CLOSNER
EDINBURG TX 78539

CONTRACT NO./LEASE ID	CALL NO.	REPRESENTATIVE	CONTRACT TYPE
302980-002		SAT	4AIH
CONTRACT DESCRIPTION		**STATUS CODE**	**PO NUMBER**
MTR - LPDT - QTR USAGE			

MODEL / SERIAL	ID # / PART NO.	QTY	DESCRIPTION	START METER	END METER	AMOUNT
ESTUDIO281C / CDJ513662-C	36138-C		COLOR METERS	4684	5132	
		448	Band 1 [1+]			48.79

COMMENTS:
REVISED BILLIND WITH CORRECT ADDRESS. CANELLED PREVIOUS INVOICE #'s 5767011, 5872819, 5979542 & 6108863

SUB TOTAL	$48.79
TAX	$0.00
TOTAL	$48.79

PLEASE CUT ALONG LINE AND RETURN WITH REMITTANCE:
Invoice Number: 6138650 Document Date: 03/28/08
BILL TO: 514041
HIDALGO COUNTY OF

PLEASE REMIT TO:
Toshiba Business Solutions
P.O BOX 848440

DALLAS TX 75284-8440

TOTAL DUE
$48.79

AI-10702 **6.G.**

398th membership dues for the National Council of Juvenile and Family Court Judges

CC REGULAR

Date: 08/26/2008
Submitted By: Esther Cantu, 398TH DISTRICT COURT
Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval of payment in the amount of $195.00 for membership dues for the 398th District Court Judge Aida Salinas Flores, for the National Council of Juvenile and Family Court Judges

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-412-00-009-001-0-810
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $630.00 as of 8/19/08.

Attachments

Link: 398th DC Affadavit & Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/19/2008 08:22 AM	APRV
2	Dale Kennan	Dale Kennan	08/19/2008 10:40 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 03:10 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 03:30 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Esther Cantu — Started On: 08/18/2008 04:45 PM

Final Approval Date: 08/22/2008

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

2008 AUG 19 AM 10:28
HIDALGO COUNTY
BUDGET OFFICE

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

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

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

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

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

Signature Aida Salinas Flores

Title DISTRICT JUDGE

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

Ester Cantu

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

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

NCJFCJ
NATIONAL COUNCIL OF
JUVENILE AND FAMILY COURT JUDGES
est. 1937

MEMBERSHIP DUES INVOICE
Individual Judge Member

Honorable Aida Salinas Flores
398th District Court
100 North Closner, 2nd Floor
Edinburg, TX 78539

Phone: (956) 318-2470
Fax:
E-mail: Aida398@aol.com

2008 AUG 19 AM 10 28
HIDALGO COUNTY
BUDGET OFFICE

Membership Year: October 1, 2008 through September 30, 2009
Membership Category: Associate Member – non voting

Membership Fee and Publications	$ 195.00
Total	**$ 195.00**

Please take a moment to consider a tax-deductible contribution to the work of the NCJFCJ. Your membership assists the NCJFCJ in taking the lead to address current issues, provide training, technical assistance, research, evaluation, resources, materials, and strategies to approach the challenges you face each day. With your assistance, we can achieve our goal of improving juvenile and family law.
THANK YOU!

Tax-Deductible Donations

Endowment Fund	$_____
National Council General Fund	$_____
Other (Please Designate)	$_____
Total Enclosed	$_____

Payment may be made by check, Visa, or Master Card.

_____ _____ _____
Credit Card Type/Number Expiration Date 3-Digit Security Code

_____
Cardholder Signature

Thank you for your payment! Please return a copy of this invoice with your payment.
If your address is incorrect, or if you have any other questions, please contact Dorothy Hall with Membership Services at (775) 784-1548 or dhall@ncjfcj.org.

NCJFCJ Federal Tax ID #: 36-2486896 AC08

UNIVERSITY OF NEVADA P.O. BOX 8970 RENO, NV 89507
1041 NORTH VIRGINIA STREET THIRD FLOOR RENO, NV 89503
775/784-6012 775/784-6628 FAX

AI-10793 **6.H.**

Hurricane Dolly reimbursements
CC REGULAR

Date: 08/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Presentation, discussion, and appropriate action regarding disaster recovery activities related to Hurricane Dolly including. but not limited to the following:
1. Contractors (i.e. AshBritt, Beck Disaster Recovery, etc.)
2. FEMA or other agency applications for Public Assistance or other sources/avenues/methods of reimbursements

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available in various obj. codes. Please see attached expenditure report.

Attachments

Link: Expenditure Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 07:55 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/22/2008 09:00 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 09:50 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:34 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Monica Badillo Started On: 08/21/2008 04:33 PM

Final Approval Date: 08/22/2008

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-415-00-115-072-0-339	HURRICANE DOLLY-OTHER PROFESSIONAL SERVI	.00	5,000.00	.00	.00	5,000.00	.00
8-1100-415-00-115-072-0-350	HURRICANE DOLLY-CONTRACTUAL SERVICES	.00	125,000.00	.00	.00	125,000.00	.00
8-1100-415-00-115-072-0-432	HURRICANE DOLLY-EQUIP R&M SERVICE	.00	5,000.00	1,000.00	.00	4,000.00	20.00
8-1100-415-00-115-072-0-442	HURRICANE DOLLY-EQUIP & VEHICLE RENTALS	.00	40,000.00	.00	.00	40,000.00	.00
8-1100-415-00-115-072-0-601	HURRICANE DOLLY-OFFICE SUPPLIES	.00	5,000.00	.00	.00	5,000.00	.00
8-1100-415-00-115-072-0-609	HURRICANE DOLLY-AGRICULTURAL & LANDSCAPI	.00	45,000.00	44,452.94	.00	547.06	98.78
8-1100-415-00-115-072-0-613	HURRICANE DOLLY-SAFETY SUPPLIES	.00	5,000.00	4,808.25	.00	191.75	96.17
8-1100-415-00-115-072-0-626	HURRICANE DOLLY-GAS/DIESEL	.00	150,000.00	.00	.00	150,000.00	.00
8-1100-415-00-115-072-0-630	HURRICANE DOLLY-FOOD	.00	12,500.00	2,508.88	.00	9,991.12	20.07
8-1100-415-00-115-072-0-663	HURRICANE DOLLY-SMALL TOOLS	.00	7,500.00	.00	.00	7,500.00	.00
8-1100-415-00-115-072-0-664	HURRICANE DOLLY-OTHER MINOR EQUIPMENT	.00	5,000.00	.00	.00	5,000.00	.00
8-1100-415-00-115-072-0-671	HURRICANE DOLLY-BLDG R&M SUPPLIES	.00	12,500.00	6,939.88	.00	5,560.12	55.52
8-1100-415-00-115-072-0-672	HURRICANE DOLLY-EQUIP R&M SUPPLIES	.00	37,500.00	2,838.32	.00	34,661.68	7.57
8-1100-415-00-115-072-0-673	HURRICANE DOLLY-ROAD MATERIAL	.00	20,000.00	9,536.00	.00	10,464.00	47.68
8-1100-415-00-115-072-0-679	HURRICANE DOLLY-OTHER R&M SUPPLIES	.00	130,000.00	10,061.83	.00	119,938.17	7.74
8-1100-415-00-115-072-0-681	HURRICANE DOLLY-VEHICLE R&M SUPPLIES	.00	5,000.00	283.30	.00	4,716.70	5.67
8-1100-415-00-115-072-0-684	HURRICANE DOLLY-TIRES & TUBES	.00	5,000.00	476.00	.00	4,524.00	9.52
8-1100-415-00-115-072-0-733	HURRICANE DOLLY-DRAINAGE DITCHES & STRUC	.00	35,000.00	.00	.00	35,000.00	.00
8-1100-415-00-115-072-0-748	HURRICANE DOLLY-OTHER EQUIPMENT	.00	350,000.00	.00	.00	350,000.00	.00
1100 GENERAL FUND		**.00**	**1,000,000.00**	**82,905.40**	**.00**	**917,094.60**	**8.29**
8 YEAR		**.00**	**1,000,000.00**	**82,905.40**	**.00**	**917,094.60**	**8.29**

AI-10801 **6.I.**

Optional Fees for Vehicle Registration
CC REGULAR

Date: 08/26/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Consideration and approval of an Order imposing vehicle registration fees for 2009 in accordance with Transporation Code Section 502.172, Section 502.1725 and Section 502.173.

BACKGROUND

Current 2008 Fees: County Road & Bridge Fee $10.00 and Optional Mobility Fee $10.00

Fiscal Impact

Attachments

Link: Optional Vehicle Registration Fees

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 07:59 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/22/2008 09:21 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 01:44 PM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:34 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Sergio Cruz — Started On: 08/21/2008 05:18 PM

Final Approval Date: 08/22/2008

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

June 27, 2008

The Honorable County Judge J.D. Salinas, III
Hidalgo County
100 E. Cano, 2nd Fl.
Edinburg, Texas 78539

RECEIVED
JUL 02 2008
COUNTY JUDGE

Re: Imposition of Optional Fees

Judge Salinas:

Annually, the department contacts each county to determine the Commissioners Court's intentions with respect to the collection of optional local fees in addition to the registration fee for the new calendar year. Please complete and return the enclosed form to indicate your county's intentions to retain, change or discontinue the collection of optional fees for calendar year 2009.

Chapter 502 of the Transportation Code, relating to the registration of vehicles, gives counties the option of imposing optional local fees in addition to the registration fee. Vehicles registered with certain plates not requiring a registration fee are exempt from these optional fees. Provided below is a brief description.

- **County Road and Bridge Fee** (Section 502.172) – An optional additional fee not to exceed $10.00, for registering a vehicle in the county. This fee is used for the upkeep of county roads and bridges.
- **Child Safety Fee** (Section 502.173) - An optional additional fee of not less than 50 cents or more than $1.50, for registering a vehicle in the county. This fee is used for providing school crossing guard services, with remaining money used for programs to enhance child safety, health, or nutrition; including child abuse intervention and prevention and drug and alcohol abuse prevention.
- **Transportation Project (Mobility) Fee** (Section 502.1725 – **(Cameron and Hidalgo Counties only)** – An optional additional fee not to exceed $10.00, for registering a vehicle in the county. This fee is used to fund long term transportation projects in the county.

The Commissioners Court are statutorily required to notify the department by September 1 each year when revising optional fees. If your response indicates a change in fee or adds a fee, please enclose the original court order in your returned response. We request that these items be mailed and postmarked no later than August 15. Enclosed is a fee chart, indicating your county's current optional fee(s).

If you have any questions regarding the imposition of optional fees, please contact Steve Palmer, Correspondence Services Branch Supervisor, at (512) 465-7596 or Mike Craig, Deputy Director, at (512) 465-7570. Thank you very much for your timely response.

Sincerely,

Rebecca Davio, Ph.D., Director
Vehicle Titles and Registration Division

Enclosures
cc: Amadeo Saenz, Jr., P.E., Executive Director, TxDOT
Denise Pittard, Government and Public Affairs Division, TxDOT
County Tax Assessor-Collector VTR Administration



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

Imposition of Optional Fees
Calendar Year 2009

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2009 (January 1 through December 31, 2009) in accordance with Texas Transportation Code, Sections 502.172, 502.1725, and 502.173.

For calendar year 2009, **Hidalgo** County will:

1. Retain the current County Road and Bridge Fee of $_____.(maximum: $10)
   (No court order required)

2. Retain the current Optional Mobility Fee of $_____.(maximum: $10)
   (No court order required)

3. Retain the current Child Safety Fund Fee of $_____.(maximum: $1.50)
   (No court order required)

4. Impose a new County Road and Bridge Fee of $_____
   (Original court order required)

5. Impose a new Optional Mobility Fee of $_____.
   (Original court order required)

6. Impose a new Child Safety Fund Fee of $_____.
   (Original court order required)

7. Discontinue the County Road and Bridge Fee of $_____.
   (Original court order required)

8. Discontinue the Optional Mobility Fee of $_____
   (Original court order required)

9. Discontinue the Child Safety Fund Fee of $_____.
   (Original court order required)

10. Impose TOTAL 2009 fees of $_____.

Changes shown in items 4, 5, 6, 7, 8 and/or 9 require submittal of an original County Commissioner's Court Order noting this change.

Please return this completed form in the enclosed postage-paid self-addressed envelope as soon as possible, but not later than **August 15, 2008**. A faxed response to (512) 465-3034 will also be acceptable. If you are available to be contacted electronically for future mailings, please provide your e-mail address below. Thank you.

E-Mail Address: _____

SCHEDULE OF TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2008 **EXPIRES December 31, 2008**

STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

The fees indicated below are local fees that will be collected with your vehicle registration fee through your County Tax Assessor-Collector's office. The total fee highlighted in red on your renewal notice includes the extra fees if applicable. Please enclose an additional $1.00 for handling when registering by mail. **"Owners of machinery and farm trailers are not subject to the payment of the extra fees, only the registration fees."**

Anderson $10	Brazos $11 50	Cochran $10	Delta $10	Freestone $10	Hamis $11 50	Jasper $10	Lavaca $10	Moore $10	Palo Pinto $10	Sabine $10	Terrell $5	Wheeler $5
Andrews $5	Brewster $10	Coke $10	Denton $11 50	Frio $11 50	Harrison $10	Jeff Davis $10 50	Lee $10	Morard $10	Panola $10	San Augustine $11 50	Terry $10	Wichita $10
Angelina $10	Briscoe $10	Coleman $10	DeWitt $10	Gaines $7 50	Hartley $10	Jefferson $10	Leon $10	Motland $10	Parmer $10	San Jacinto $11 50	Throckmorton $10	Wilbarger $10
Aransas $10	Brooks $10	Collin $11 50	Dimmit $11 50	Galveston $10	Haskell $10	Jim Hogg $11 50	Liberty $10	Milam $10	Pecos $10	San Patricio $11 50	Titus $10	Willacy $10
Archer $10	Brown $10	Collingsworth $10	Donley $10	Garza $7 50	Hays $10	Jim Wells $11 50	Limestone $10	Mills $10	Polk $11 50	San Saba $10	Tom Green $11 50	Williamson
Armstrong $10	Burleson $10	Colorado $10	Duval $10	Gillespie $11 50	Hemphill $5	Johnson $10	Lipscomb $10	Mitchell $10	Potter $10	Schleicher $10	Travis $11 50	$11 50
Atascosa $10	Burnet $10	Comal $11 50	Eastland $10	Goliad $10	Henderson $10	Jones $10	Live Oak $10	Montague $10	Presidio $10	Scurry $10	Trinity $11 50	Wilson $10
Austin $10	Caldwell $10	Comanche $10	Ector $10	Gonzales $10	Hidalgo $20	Karnes $10	Llano $10 75	Montgomery $10	Rains $11 50	Shackelford $10	Tyler $11	Winkler $7 50
Bailey $10	Calhoun $8	Concho $10	Edwards $10	Gray $10	Hill $10	Kaufman $10	Lubbock $10	Moore $10	Randall $10	Shelby $10	Upshur $10	Wise $10
Bandera $10	Callahan $10	Cooke $10	Ellis $10	Grayson $10	Hockley $10	Kendall $11	Lynn $10	Morris $10	Reagan $10	Sherman $10	Upton $5	Wood $10
Bastrop $10	Cameron $15	Coryell $10	El Paso $10	Gregg $10	Hood $10	Kent $10	Madison $10	Motley $10	Real $10	Smith $11 50	Uvalde $10	Yoakum $10
Baylor $10	Camp $10 50	Cottle $10	Erath $10	Grimes $10	Hopkins $10	Kimble $10	Marion $10	Nacogdoches $10	Red River $10	Somervell $5	Val Verde $10	Young $10
Bee $10	Carson $10	Crockett $5	Falls $10	Guadalupe $10	Houston $10	Kinney $10	Martin $10	Navarro $10	Reeves $5	Starr $10	Van Zandt $10	Zapata $6 50
Bell $11 50	Cass $10	Crosby $10	Fannin $10	Hale $10	Howard $10	Kleberg $10	Matagorda $10	Newton $10	Refugio $10	Stephens $10	Victoria $10	Zavala $11 50
Bexar $11 50	Castro $10	Culberson $10	Fayette $10	Hall $10	Hudspeth $10	Knox $10	Maverick $10	Nolan $10	Roberts $5	Sterling $10	Walker $10	
Blanco $11 50	Chambers $10	Dallam $10	Fisher $10	Hamilton $10	Hunt $10	Lamar $10	McCulloch $10	Nueces $10	Robertson $11 50	Stonewall $10	Waller $10	
Borden $10	Cherokee $10	Dallas $10	Floyd $10	Hansford $10	Hutchinson $10	Lamb $10	McLennan $10	Ochiltree $10	Rockwall $10	Sutton $10	Washington $10	
Bosque $10	Childress $10	Dawson $10	Foard $10	Hardeman $10	Iron $10	Lampasas $11 50	McMullen $10	Oldham $10	Runnels $10	Swisher $10	Webb $10	
Brazoria $10	Clay $10	Deaf Smith $10	Fort Bend $11 50	Harris $10	Jack $10	La Salle $10		Orange $10	Rusk $10	Tarrant $10	Wharton $10	
					Jackson $10					Taylor $10		

PASSENGER CARS

The annual license fee for a passenger car, city bus, or private bus shall be based on the manufacturer's model year or weight in pounds, as the case might be, of the vehicle as follows:

MODEL YEAR OR WEIGHT IN POUNDS	FEE
2002 AND OLDER MODELS	$40.80
2003, 2004 AND 2005 MODELS	$50.80
2006 AND NEWER MODELS	$58.80
6,001 LBS. AND OVER (irrespective of model year)	$25.00 PLUS 60¢ CWT PLUS 30¢

The weight of any passenger car for purposes of registration shall be the weight generally accepted as its correct shipping weight plus one hundred pounds. "Passenger Car" as defined by law means any motor vehicle other than a motorcycle, or a bus transporting persons for compensation or hire, designed or used primarily for the transportation of persons.

MOTORCYCLES AND MOPEDS

Fee to be Collected for the Registration of Motorcycles and Mopeds – Annual Fee $30.30

LIGHT TRUCKS

MANUFACTURER'S RATED CARRYING CAPACITY OF ONE TON OR LESS

The annual license fee for the registration of a light truck with a manufacturer's rated carrying capacity of one ton or less shall be based upon the gross weight of the vehicle as outlined in the chart below.

The term "Gross Weight" is the actual weight of the vehicle fully equipped with body and other equipment, as certified by any official public Weigher or any License and Weight Inspector of the Department of Public Safety, plus its net carrying capacity. "Net carrying capacity" of any vehicle shall be the weight of the heaviest net load to be carried on the vehicle being registered, provided said net carrying capacity shall in no case be less than the manufacturer's rated carrying capacity

Gross Weight	ANNUAL FEE
Rate Per Cwt .440c	$
901 – 1000	29.70
1001 – 1100	30.14
1101 – 1200	30.58
1201 – 1300	31.02
1301 – 1400	31.46
1401 – 1500	31.90
1501 – 1600	32.34
1601 – 1700	32.78
1701 – 1800	33.22
1801 – 1900	33.66
1901 – 2000	34.10
2001 – 2100	34.54
2101 – 2200	34.98
2201 – 2300	35.42
2301 – 2400	35.86
2401 – 2500	36.30

Gross Weight	ANNUAL FEE
Rate Per Cwt .440c	$
2501 – 2600	36.74
2601 – 2700	37.18
2701 – 2800	37.62
2801 – 2900	38.06
2901 – 3000	38.50
3001 – 3100	38.94
3101 – 3200	39.38
3201 – 3300	39.82
3301 – 3400	40.26
3401 – 3500	40.70
3501 – 3600	41.14
3601 – 3700	41.58
3701 – 3800	42.02
3801 – 3900	42.46
3901 – 4000	42.90

Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	$
4001 – 4100	43.34
4101 – 4200	43.78
4201 – 4300	44.22
4301 – 4400	44.66
4401 – 4500	45.10
4501 – 4600	45.54
4601 – 4700	45.98
4701 – 4800	46.42
4801 – 4900	46.86
4901 – 5000	47.30
5001 – 5100	47.74
5101 – 5200	48.18
5201 – 5300	48.62
5301 – 5400	49.06
5401 – 5500	49.50
5501 – 5600	49.94
5601 – 5700	50.38
5701 – 5800	50.82
5801 – 5900	51.26
5901 – 6000	51.70

Gross Weight	ANNUAL FEE
Rate Per Cwt. $.0495	$
6001 – 6100	55.50
6101 – 6200	55.99
6201 – 6300	56.49
6301 – 6400	56.98
6401 – 6500	57.48
6501 – 6600	57.97
6601 – 6700	58.47
6701 – 6800	58.96
6801 – 6900	59.46
6901 – 7000	59.95
7001 – 7100	60.45
7101 – 7200	60.94
7201 – 7300	61.44
7301 – 7400	61.93
7401 – 7500	62.43
7501 – 7600	62.92
7601 – 7700	63.42
7701 – 7800	63.91
7801 – 7900	64.41
7901 – 8000	64.90

TEXAS DEPARTMENT OF TRANSPORTATION
VEHICLE TITLES AND REGISTRATION DIVISION
FEE CHART 1C (REV. 1/2008)

AI-10694 **7.B.**

CIHCP

CC REGULAR

Date: 08/26/2008

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Dairen Sarmiento

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

Approval Of Medicaid Hospital Supplemental Payment Program Certification Of Governmental Entity Participation For State Fiscal Year 2009.

BACKGROUND

Fiscal Impact

Attachments

Link: CERTIFICATION DOC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 03:07 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/21/2008 10:05 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 02:41 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 03:30 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Dairen Sarmiento Started On: 08/18/2008 01:36 PM

Final Approval Date: 08/22/2008

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

MEDICAID HOSPITAL SUPPLEMENTAL PAYMENT PROGRAM

CERTIFICATION OF GOVERNMENTAL ENTITY PARTICIPATION

STATE FISCAL YEAR 2009

On behalf of Hidalgo County, a County organized under the laws of the State of Texas (hereinafter referred to as "the Governmental Entity"), I, J.D. Salinas, affirm and certify the following:

1. ***Legal Authorization.***

    a. The Governmental Entity is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds ("Public Funds");

    b. The Governmental Entity is legally authorized to enter into and has entered into Affiliation Agreements with one or more private hospitals ("the Affiliated Hospitals") for, among other purposes, providing indigent care in the community served by the Governmental Entity.

2. ***Public Adoption and Access.***

    a. The governing body of the Governmental Entity adopted the conditions described in this certification by recorded vote taken in a public meeting held in compliance with the Texas Open Meetings Act, Chapter 551, Government Code;

    b. Copies of all Affiliation Agreements will be made available as provided under the Texas Public Information Act, Chapter 552, Government Code, and will be provided to HHSC on request.

3. ***Funding of Intergovernmental Transfers and Supplemental Payments.***

a. The Governmental Entity has or has agreed to transfer Public Funds to the Health and Human Services Commission ("HHSC") via intergovernmental transfer ("IGT") for use as the non-federal share of supplemental Medicaid payments (the "Supplemental Payments") to the Affiliated Hospitals in accordance with Section (t) of Attachment 4.19-A and Section (8) of Attachment 4.19-B of the Texas Medicaid State Plan ("the Supplemental Payment Program");

b. All transfers of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments to the Affiliated Hospitals under the Supplemental Payment Program comply with:

i. The applicable regulations that govern provider-related donations codified at section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54;

ii. The conditions approved by the federal Centers for Medicare and Medicaid Services ("CMS") for governmental entities' and private hospitals' participation in the Supplemental Payment Program; and

iii. HHSC administrative rules codified at Title 1, Texas Administrative Code, chapter 355, Subchapter J, Division 4, section 355.8063(t)(4);

4. Assurances and Representations.

a. The Governmental Entity does not and will not at any time receive any part of the supplemental Medicaid payments that are made by HHSC to the Affiliated Hospitals under the Supplemental Payment Program;

b. The Governmental Entity has not entered into a contingent fee arrangement related to the Governmental Entity's participation in the Supplemental Payment Program;

c. The Governmental Entity has not entered and will not enter into any agreement to condition either the amount of the Public Funds transferred by the Governmental Entity or the amount of Medicaid supplemental payments an Affiliated Hospital receives on the amount of indigent care the Affiliated Hospital has provided or will provide;

d. The Governmental Entity has not entered and will not enter into any agreement to condition the amount of any Affiliated Hospital's indigent care obligation on either the amount of Public Funds transferred by the Governmental Entity to HHSC or the amount of Supplemental Payment an Affiliated Hospital may be eligible to receive;

e. With regard to any escrow, trust or other financial mechanism (an "Account") utilized in connection with an indigent care Affiliation Agreement or an IGT

issued for a payment period that occurs after the effective date of this Certification, the following representations are true and correct:

i. The amount of any Account is not conditioned or contingent on the amount of indigent care services that an Affiliated Hospital provided or will provide;

ii. The Governmental Entity has disclosed the existence of any Account to HHSC; and

iii. Any such Account will not be used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals;

f. The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to an Affiliated Hospital for any purpose in consideration for an IGT of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments;

g. The Governmental Entity has not received and will not receive any cash or in-kind transfers from an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals other than transfers and transactions that:

i. Following the date this Certification was executed, are unrelated to the administration of the Supplemental Payment Program or the delivery of indigent care services under an Affiliation Agreement;

ii. Constitute fair market value for goods or services rendered or provided by the Governmental Entity to an Affiliated Hospital; and

iii. Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Affiliated Hospital and the Governmental Entity;

h. The Governmental Entity has not:

i. Assigned or agreed to assign a contractual or statutory obligation of the Governmental Entity to an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals; or

ii. Authorized or consented to the assumption of a statutory or contractual obligation of the Governmental Entity by an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals.

5. Evaluation.

a. Consistent with its constitutional, statutory, and fiduciary obligations, the Governmental Entity may evaluate a private hospital's historical experience in providing indigent care in the community or performance under an Affiliation Agreement including the impact and amount of indigent care provided by the hospital, for the following purposes:

    i. To determine whether the Governmental Entity will enter into an Affiliation Agreement with a private hospital;

    ii. To determine whether and to what degree the Governmental Entity will supply an IGT, provided such decision does not include consideration of matters prohibited under paragraph 4 of this Certification;

    iii. To determine whether an Affiliated Hospital's participation benefited the community and whether its continued participation in the indigent care program is likely to continue to benefit the community; and/or

    iv. To provide accountability to local taxpayers;

b. The Governmental Entity's evaluation under this paragraph 5 may:

    i. Occur on a schedule determined by the Governmental Entity, but not more often than once each calendar quarter;

    ii. Be documented in a manner sufficient to confirm achievement of the Governmental Entity's mission and provide an appropriate and constitutional basis on which to transfer the Public Funds to HHSC; and

    iii. Not include consideration of matters prohibited under paragraph 4 of this Certification.

On behalf of the Governmental Entity, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind the Governmental Entity and to certify to the above.

_____ _____

Signature Date

Official Seal
(If applicable)

_____

Name and Title

AI-10695 **7.C.**

CIHCP

CC REGULAR

Date: 08/26/2008

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program (UPL):
Discussion, consideration, and approval to transfer $2,087,713.83 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health Care Expenditures for the 4th Quarter of the 2007- 2008 Fiscal Year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-8-843

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

BUDGETARY IMPACT:

Available account balance as of 8/21/08 $2,352,072.03

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 01:48 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/21/2008 09:31 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 03:03 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 03:30 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Dairen Sarmiento Started On: 08/18/2008 01:40 PM

Final Approval Date: 08/22/2008

	Indigent Health Care Program (UPL)			
		CIHCP		
	4rd Qtr Escrow Payment	8/26/2008		$ 2,125,000.00
			Agenda	
	Vendor	CC Date	Item	Inv. Pd by Cty
	UTMB at Galveston	7/22/2008	10108	$ 18,349.32
	UTMB at Galveston	8/5/2008	10332	$ 2,917.12
	UTMB at Galveston	8/26/2008	10669	$ 13,092.08
	UTMB Faculty Group Practice	7/22/2008	10108	$ 344.75
	UTMB Faculty Group Practice	8/5/2008	10332	$ 642.25
	UTMB Faculty Group Practice	8/26/2008	10669	$ 633.50
	US Script Inc	7/1/2008	9815	$ 1,307.15
	Less - Invoices Paid by County for 4th Qtr			$ 37,286.17
	4rd Qtr Escrow amount to be transfer			$ 2,087,713.83
	AI#10695 8-26-08			

AI-10693 **7.D.**

CIHCP

CC REGULAR

Date: 08/26/2008

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Dairen Sarmiento

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

Approval of an Interlocal Cooperation Act Contract to provide health care services between The University of Texas Medical Branch at Galveston and the County of Hidalgo for the period of September 1, 2008 through August 31, 2009.

BACKGROUND

The County agrees to pay UTMB fees charged for services rendered within 60 days of the invoce date (2.1.1)
UTMB agrees to provide health care services to the County's Eligible Residents (2.2.1)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact as of 8-22-07. Approval of Inter-local agreement only.

Attachments

Link: agreement

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 01:48 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/22/2008 07:56 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 09:57 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:21 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Dairen Sarmiento — Started On: 08/18/2008 01:27 PM

Final Approval Date: 08/22/2008

INTERLOCAL COOPERATION ACT CONTRACT
TO PROVIDE HEALTH CARE SERVICES
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND THE COUNTY OF HIDALGO

This Interlocal Cooperation Act Contract (the "Contract") is entered into pursuant to the authority granted under *Chapter 791, Texas Government Code* by and between **The University of Texas Medical Branch at Galveston**, a component institution of The University of Texas System and an agency of the State of Texas, ("UTMB"), and **HIDALGO County** ("County") for the provision of the health care services to the County's eligible residents described herein.

This Contract is subject to the provisions of the Texas Indigent Health Care and Treatment Act, *Chapter 61, Texas Health & Safety Code* (the "Act"). Notwithstanding any provision in the Contract to the contrary, nothing in the Contract shall be construed as altering the County's financial responsibility for the treatment of indigents beyond that contained in the Act, and nothing shall be construed as requiring UTMB to have any greater financial responsibility for the treatment of indigents beyond that required of the County pursuant to the Act

I. Definitions:

1.1 **Cap Out:** The maximum County liability set out in Section 61.035 of the Act.

1.2 **Eligible Resident**: An Eligible Resident is a County resident who:

1.2.1 Presents a valid County identification card to UTMB; and

1.2.2 Presents a valid referral authorization from the County indigent health care office or from a physician designated by the County indigent health care office as authorized to make referrals; or

1.2.3 Is referred to UTMB for treatment by an authorized County official and/or designated County agent providing a valid authorization.

1.3 **Emergency Care**: Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.

1.4 **Invoice**: An invoice is the demand for payment for services provided by UTMB to Eligible Residents which may be submitted at the election of the County either electronically or in monthly statement form as set out in Section 2.2.2.

1.5 **Patient Encounter**: A patient encounter includes each preauthorized inpatient or outpatient visit to UTMB by an Eligible Resident and all medically appropriate procedures and treatments associated with that visit.

1.6 **Primary Care**: General health care services provided by family practitioners, pediatricians, and internal medicine physicians.

1.7 **Secondary Care**: Specialty health care services provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.

1.8 **Tertiary Care**: Health care services provided within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Responsibilities:

2.1 County's Responsibilities:

2.1.1 The County agrees to pay UTMB the fees charged to the County by UTMB for health care services rendered pursuant to this Contract within sixty (60) days of date of the Invoice except for amounts specifically disputed in accordance with Section 2.1.2. The undisputed portions of any Invoice will not be withheld and will be paid in accordance with this section 2.1.1.

2.1.2 In the event the County disputes all or any portion of an amount included on an Invoice, the County will notify UTMB in writing of the specific reason for which the amount is being disputed. Valid reasons for dispute include (i) appointment not authorized; (ii) Cap Out; and (iii) Medicaid patient. In the case of the first two, UTMB and County will consult their respective records to resolve the dispute. In the case of a Medicaid patient, the County will provide the Medicaid Number, the Add Date, Effective Date and Term Date and such other information as is reasonably requested by UTMB. Any other reason for disputing a charge (i.e., duplicate charge) must be accompanied by a full explanation of the reason for non-payment and evidence that such charge is not valid and the County will provide to UTMB such additional information as is reasonably requested by UTMB. All notices of dispute shall be in writing, specific, in good faith, and promptly forwarded to the respective UTMB billing entity, but in no event later than forty-five (45) days from the date of the Invoice containing the disputed charge. Dispute notices received by UTMB later than forty-five (45) days from the date of the Invoice shall be null and void and the disputed amount shall be due and owing from the County to UTMB. Notices for dispute of a charge will be sent directly to the respective UTMB billing entity set forth in Section 2.1.4 and Section 2.1.5 with the appropriate documentation necessary for each such billing entity. UTMB shall respond to any notice of dispute within thirty (30) days of receipt of same. If UTMB's response indicates payment is expected for the amount(s) in dispute, the County shall have thirty (30) days from receipt of UTMB's response to either pay the disputed amount(s) or notify UTMB that the amount remains in dispute. If the amount remains in dispute, the dispute shall be resolved as set forth in section 5.4 below.

2.1.3 Payment of Invoices shall be made directly to the respective UTMB billing entities specified in Section 2.1.4 and Section 2.1.5.

2.1.4 Physician payments mailed to: UTMB Faculty Group Practice, P.O. Box 4797-710, Houston, TX. 77210-4797

2.1.5 Hospital payments mailed to: UTMB at Galveston, P.O. Box 4786-730, Houston, TX. 77210-4786

2.1.6 The County shall screen and register patients in accordance with the provisions of the Act and the County's internal procedures in advance of treatment.

2.1.7 The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and contains the information in the form identified in Exhibit A.

2.1.8 The County agrees to refer Eligible Residents through its indigent health care office, a physician designated by the County indigent health care office and/or a designated third party administrator as authorized by the County to make referrals.

2.1.9 The County shall complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.

2.1.10 The County shall identify to UTMB the specific indigent health care officials who can authorize referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials or designated third party administrators for telephone eligibility verification and patient referral.

2.1.11 The County shall be solely responsible for arranging for any follow-up medical care or health care services to be performed by UTMB including referral form completion for Eligible Residents referred to UTMB.

2.1.12 The County shall ensure that the information contained in the referral form is accurate and complete and that all referrals contain a valid and unique authorization identifier for each Patient Encounter. An authorization identifier is needed to evidence the guarantee of benefits and eligibility for the referral and is proof for payment of health care services provided by UTMB under this Contract in the Patient Encounter.

2.1.13 Procedures that require preauthorization are specified in Exhibit C. Changes to Exhibit C may only be made by amendment to this Contract. County is only obligated to pay for services specifically authorized under each Patient Encounter as outlined in Section 1.5.

2.1.14 County agrees to pay for Emergency Care received by any County Eligible Resident at the UTMB Emergency Room, without regard to prior authorization, at rates specified under this Contract.

2.1.15 County or its designee agrees to notify UTMB by fax at (409) 747-0850 or other mutually agreeable electronic means, including email, when an Eligible Resident reaches 60% of the County's statutory responsibility.

2.1.16 County or its designee agrees to promptly respond to a request from UTMB to authorize additional health care services not previously authorized that are medically necessary when delaying such health care services may be harmful to the Eligible Resident. County or its designee shall utilize its best faith effort to respond within three (3) hours of UTMB's request to authorize additional health care services

2.1.17 County or its designee agrees to notify UTMB by fax at (409) 747-0850 or other mutually agreeable electronic means, including email, when it disenrolls an Eligible Resident from the County's indigent health care program. Such notice shall be delivered

within 72 hours of the effective date of the disenrollment, and shall include the name, date of birth, and social security number of the affected individual.

2.1.18 County agrees that it will not enter into agreements with other entities concurrent with or subsequent to this Contract that would require Eligible Residents receiving health care services from UTMB under this Contract to obtain any part of those health care services outside of UTMB, including but not limited to radiology, electronic imaging, laboratory and pathology services.

2.2 **UTMB's responsibilities:**

2.2.1 UTMB agrees to provide health care services to the County's Eligible Residents at the authorized and agreed upon fee schedule attached as Exhibit D to this Contract.

2.2.2 UTMB agrees to submit Invoices on a timely basis to the County from each billing entity.

2.2.2.1 Invoices may be submitted either (i) electronically for each Patient Encounter of an Eligible Resident; or (ii) in a paper statement prepared on a monthly basis reflecting the accumulated amounts due to UTMB from the County for the Patient Encounters of all Eligible Residents during the previous month regardless of the date of a Patient Encounter. The County has elected the method of invoicing indicated on the signature page of this Contract. The County may change such election only upon written notification to UTMB at least sixty (60) days prior to the date requested for such change to take effect.

2.2.2.2 Invoices that are sent in electronic form will be sent within ninety-five (95) days of the date of each Patient Encounter. If submitted in paper statement form, the Invoice will include the amounts due to UTMB from the County for the Patient Encounters of all Eligible Residents accumulated during the previous month regardless of the date of a Patient Encounter, although the Invoice will be sent within one-hundred twenty-five (125) days of the date of any Patient Encounter included on the Invoice. Separate Invoices will be submitted for hospital and physician services.

2.2.3 UTMB agrees that it will not "balance bill" for health care services provided to those Eligible Residents who have the appropriate consultation form identified in Exhibit B. UTMB agrees to accept County's payment as payment in full for health care services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for health care services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to refund the County for the amount received from the third party payer, not to exceed the amount paid by the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents. Refund should be submitted to the appropriate County within sixty (60) days of UTMB receipt of payment from third party payer.

2.2.4 UTMB agrees to make a best faith effort to provide discharge summaries and consultation reports, procedure and/or operative notes (and case notes, if requested by County) and consult notes for clinic services to the County's referring physician. UTMB shall furnish such information to the County's referring physician not later than ten (10) business days of the date of discharge of the patient. In addition, UTMB shall furnish the same information, as soon as practicable, upon request to the County's indigent healthcare office or its assignee. In the event UTMB fails to provide such information as is required by this section on a timely basis for more than ten percent (10%) of the County's patients treated at UTMB during any calendar month during the term of this Contract, then upon such failure of performance County may immediately institute the dispute resolution procedure set forth in section 5.4 below. UTMB agrees to provide copies of medical records under this section without charge. If additional copies of the same medical records are requested, whether in the same or subsequent request by County, County will pay for the additional copies at the rates then charged by UTMB for such copies under similar circumstances.

2.2.5 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for follow-up treatment of the referred condition.

2.2.6 UTMB Invoices shall include a HCFA UB-04 for inpatient/hospital services and a HCFA 1500 for outpatient/physician services. UTMB shall provide all necessary documents in its possession to assist County in seeking reimbursement from other sources, including assignments for Medicaid eligible services provided to SSI Appellant Eligible Residents.

2.2.7 UTMB agrees to use reasonable efforts to inform the County of the cumulative amount of all Invoices.

2.2.8 UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for health care services under this Contract.

2.2.9 UTMB agrees to comply with Federal and State laws regarding Emergency Care. UTMB agrees to make reasonable efforts to refer County residents not requiring Emergency Care to the County's indigent health care office for referral in accordance with the provisions of this Contract.

2.2.10 UTMB agrees to provide health care services for non-emergent, non-eligible residents of the County in accordance with UTMB's Provisional Pay Status program.

2.2.11 UTMB provides professional liability insurance coverage for employed UTMB faculty, qualifying part-time contracted faculty, residents, and students through the University of Texas System Professional Medical Liability Benefit Plan (the "Plan") for claims arising from or related to acts and/or omissions occurring within the course and scope of their clinical, educational, and research duties and responsibilities. The plan provides coverage of $500,000 per claim and $1.5 million in annual aggregate and is an "incurred" plan and provides "tail" coverage. UTMB agrees to provide evidence of current coverage under such policies and to immediately inform County of any actual or proposed material modification, cancellation, or termination of such insurance. County acknowledges that, as an agency of the State of Texas, UTMB's liability for the tortuous conduct of UTMB employees or for injuries caused by conditions of tangible personal property is provided for by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies*

Code, Chapters 101, 104, and 108). Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of *Texas Labor Code, Chapter 503.*

2.2.12 UTMB agrees to allow County and/or its agent access to the medical and billing records of services provided under this Contract to County's Eligible Residents treated by UTMB for purposes of allowing County and/or its agent to conduct audits regarding medical necessity and/or billing accuracy. In such event, County shall provide notice not less than three (3) business days in advance of on-site visit and specify those records it desires to inspect and review. On-site visits will be conducted during normal business hours. County and/or its agent will adhere to all UTMB standard security requirements for premises access. All costs of such audits shall be the responsibility of County. UTMB agrees to cooperate with County regarding such audit processes.

2.3 **Health care services not UTMB's responsibility:**

2.3.1 UTMB does not agree to provide Outpatient Pharmacy services.

2.3.2 UTMB does not agree to provide transportation to and from UTMB.

2.3.3 UTMB does not agree to provide take-home medical supplies.

III. Services After Cap Out:

3.1 The County may choose to arrange and pay for the provision of health care services by UTMB to an Eligible Resident beyond Cap Out by providing specific written authorization for UTMB to provide such healthcare services. If the County authorizes healthcare services beyond Cap Out, the County will pay UTMB in accordance with the fee schedule then in effect under Exhibit D to this Contract.

IV. Warranties:

4.1 UTMB warrants that (1) the health care services to be performed hereunder are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

4.2 County warrants that (1) it has authority to perform the services under authority granted in Chapter 61, *Texas Health & Safety Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

V. Miscellaneous:

5.1 Term and Termination. This term of this Contract shall be from September 1, 2008 through August 31, 2009, regardless of the date of execution. This Contract may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Execution of this Contract shall supersede and replace any previous agreement between County and UTMB for

indigent health care services provided after September 1, 2008. Physician services will be designated by the last date of service of a Patient Encounter. Hospital services will be designated by admission date.

For continuation of care after the effective date of termination, the parties agree to cooperate to arrange for the prompt, medically appropriate transfer of Eligible Residents following termination of this Contract. In the case of inpatient services provided to Eligible Residents after the effective date of termination, except as may be required by the obligation of UTMB to continue care in the event of special circumstances, UTMB shall continue such care and be compensated by the County until the conclusion of the course of treatment. Such continued treatment shall be at the rates then in effect under this Contract. For outpatient treatment, the County agrees to move the Eligible Resident to a contracted provider unless both parties agree in writing to a short term continuum of care plan. Services provided under this section, with accompanying requirements, survive the termination of Contract.

5.2 Jurisdiction/Venue. The parties agree that this Contract shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Travis County, Texas.

5.3 Dispute Resolution Procedure. The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Either party must give written notice to the other party of a claim for breach of this Contract not later than the 180th day after the date of the event giving rise to the claim. By their execution of this Contract, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Contract; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Contract constitutes or is intended to constitute a waiver of the other party's immunity from suit with respect to claims of third parties.

5.4 Entire Agreement/Amendment. This Contract constitutes the entire agreement between the parties. This Contract may be amended only in writing and signed by both parties.

5.5 HIPAA Obligation and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA"). To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as "Protected Information") as regulated by the Department of Health and Human Services (DHHS) through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), collectively referred to as "the HIPAA Rules," such party agrees to keep private and to secure any information considered Protected Information in accordance with federal law. Further, the parties will execute the Business Associate Agreement appended hereto as Exhibit E.

5.6 Notices. Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this Section:

UTMB: Lawrence E. Revill
Vice President of Finance
301 University Blvd.
Galveston, Texas 77555-0153

Cc to: Matthew J. Furlong
Executive Director, Finance
301 University Blvd.
Galveston, Texas 77555-0153
Phone: (409) 772-5113
Fax: (409) 772-2430

If to HIDALGO County:

The Honorable J.D. Salinas, III
County Judge
1304 South 25th Street
Edinburg, Texas 78539
Phone: 956-581-7950
Fax: 956-519-0779

5.7 State Auditor's Office. The parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. The contracting parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The contracting parties will include this provision in all contracts with permitted subcontractors.

5.8 Assignment. This Contract is not transferable or assignable except upon written approval by receiving party and performing party.

5.9 Severability. If any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

5.10 Public Records. It shall be the independent responsibility of UTMB and County to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Neither party is authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the other party.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the following page by its duly authorized representative to be effective as of September 1, 2008.

COUNTY OF HIDALGO

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

Date: _____

Attest: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____
Name: Lawrence E. Revill
Title: Vice President of Finance

Date: _____

Content Review:_____

Election by County as to Method of Invoicing (please initial one)

_____ Paper Monthly Statement

_____Electronic

Exhibit A – Eligible Resident Identification Card

Front of Card

County Indigent Care Card No._____
Effective Date: 10-01-98 Expiration Date: 10-31-98
County Identification No: 123456 Coverage:_____

Name: Mr/Mrs. County Resident
Address: 1313 Main Street
Your City, Texas 00000
Telephone: 409-555-5555
Date of Birth: 10-23-1949

Primary Care Provider: Dr. UTMB Physician

_____ *Signature* _____
County Indigent Care Coordinator

_____ *Signature* _____
County Indigent Patient's Signature

Cards are to be created by the County under contract to UTMB.
Each card should have a unique number assigned as a security precaution and tracking mechanism.
Each card should have an original signature by the appropriate representative of the county.
Each card should have an original signature by the resident
Each covered family member should have their own card issued. This would replace existing letters.
Card would need to be 3 ½" x 2".

Rear of Card

UTMB Contract County Specialty Card

Patient Must Present This Card at Time of Registration.

This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.

All appointments are to be scheduled through the County Indigent Care Coordinator's Office at (409) 747-5100.

Exhibit B - Clinical Information - County/Hospital District Referral Form

UTMB Clinical Information - Referral Form

Please Print Legibly

Form Initiated By: **Office of County Affairs** [ ] **Date:** _____
County or Hospital District [ ]

Requesting County

County / Hospital District Name: REQUIRED **Phone:** _____ **Fax:** _____

Referring County Physician: REQUIRED **Phone:** REQUIRED **Fax:** REQUIRED

Referring Physician Address: REQUIRED **City:** REQUIRED **Zip :** REQUIRED

Select Appropriate Request / Approval for: **Procedure** [ ] **Referral** [ ]
Consultation [ ] **More Visits** [ ]

Authorization #: _____ **Auth Expiration Date:** _____ **No. of Visits Approved:** _____

Authorized By: _____ **Date:** _____

Patient Information

Patient Name: REQUIRED **Phone:** _____ **SS#:** REQUIRED

Procedure/Service Requested: _____

_____ **CPT:** _____

Diagnosis: _____ **ICD-9:** _____

Symptoms: _____

_____

Pertinent History: _____

_____

Previous Treatments: _____

_____

Current Medications: _____

Treatment Plan: _____

Has the patient applied for: **Medicaid:** Y / N **SSI:** Y / N **Initiated At:** UTMB / County

---

Office of County Affairs

UTMB Physician: _____ **Clinic:** _____

Appointment Date: _____ **Appointment Time:** _____

Phone: (409) 747-5100 Fax: (409) 747-0850

Affix Label / Write in Patient Information:

Name: _____

UH#: _____

Clinic Information/Referral Form

The University of Texas Medical Branch
Galveston, Texas

Exhibit C –Procedures Requiring Preauthorization

The following services require pre-authorization:

INPATIENT SERVICES:

- Inpatient Admissions / Acute care hospitalization
- Skilled Nursing Facility

OUTPATIENT SERVICES:

- Surgeries or procedures requiring conscious sedation or general anesthesia performed in a physician's office, free standing surgery center, ambulatory surgery center, or hospital based surgery center
- CT Scan
- Echocardiogram
- MRI/MRS
- Nuclear Studies/Imaging
- PET Scan
- Physical Therapy
- Speech Therapy
- Occupational Therapy
- Hyperbaric Treatments- *only in special circumstances*
- Initial Chemotherapy Treatment ONLY
- Initial Radiation Treatment ONLY
- Infusion Treatment
- Oral Surgery - *only in special circumstances*

EXHIBIT D - Compensation Schedule

Inpatient Services:	County agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable DRG payments, calculated using UTMB's facility specific Standard Dollar Amount (SDA) of $5,170.44. The universal mean used to calculate cost outliers is $3,328.89.
Outpatient Services:	County agrees to pay authorized Outpatient Services, except Outpatient Surgeries that fall under Medicaid ASC groupers and Outpatient Laboratory Services that fall under Medicaid HCPCS, based on billed charges at the TEFRA Out-Patient Percentage determined by TMHP based on UTMB's most recent Medicaid cost report settlement. UTMB's TEFRA Out-Patient Percentage is 41.00% of billed charges. In addition to DRG reimbursement, outpatient reimbursement, and Outpatient ASC Grouper and Laboratory reimbursement, County further agrees to reimburse UTMB for the actual cost of implants provided under Revenue Codes 274, 275, and 278 for which UTMB's charge is more than $500 per implant. For these high cost implants, County will reimburse UTMB at 85% of billed charges, which equals UTMB's invoiced cost.
Outpatient Surgery:	County agrees to pay authorized Outpatient Surgeries in accordance with the Medicaid allowable ASC Grouper rates and requirements.
Outpatient Laboratory Services:	County agrees to pay authorized Outpatient Laboratory Services in accordance with the Medicaid allowable HCPCS rates and requirements.
Professional Services:	County agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 115% of the Texas Medicaid Fee Schedule (Physician).
Mid-Level Providers:	County agrees to pay all covered mid-level provider services at 95% of the Texas Medicaid Fee Schedule (Physician).
Anesthesia:	County agrees to pay $38 per ASA unit, based on current ASA units and 15 minute time units.
Any fees not otherwise defined:	County agrees to pay 41% of billed charges.

Exhibit E –UTMB Business Associate Agreement

This Business Associate Agreement (the "Agreement"), is made by and between Business Associate and Covered Entity (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, ("the Security Rule") and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides payment services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain PHI that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Business Associate. "Business Associate" shall mean **HIDALGO County**.

2. Covered Entity. "Covered Entity" shall mean **The University of Texas Medical Branch at Galveston (UTMB).**

3. HIPAA Rules. The Privacy Rule and the Security Rule are referred to collectively herein as "HIPAA Rules."

4. Individual. "Individual" shall mean the person who is the subject of the protected health information.

5. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall mean individually identifiable health information that is transmitted or maintained in any form or medium.

6. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

7. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

B. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may

use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. In such cases, Business Associate shall:

a. Provide information and training to members of its workforce who use or disclose PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;

b. obtain reasonable assurances from the person or entity to whom the PHI is disclosed that:

1. the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and

2. the person or entity will notify Business Associate of any instances of which the person is aware the confidentiality of the PHI has been breached; and

c. agree to notify the Privacy Officer of Covered Entity of any instances of which it is aware PHI was used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. De-identified Information. The Business Associate may use and disclose de-identified PHI if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.

4. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

a. Business Associate agrees, if it maintains PHI in a Designated Record Set, it will permit an Individual to inspect or copy PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

b. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. 164.526.

c. Business Associate agrees, if it maintains PHI in a Designated Record Set, to maintain the required documentation to provide an accounting of disclosures of PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. § 164.528.

8. Internal Practices, Policies and Procedures. Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary or its designee for purposes determining Covered Entity's compliance with the HIPAA Rules.

9. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

10. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

11. Security Incident. Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware.

C. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

D. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI

4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

E. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

    a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

    b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

    c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

F. Miscellaneous.

1. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

2. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

3. Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

4. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.

5. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.

6. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

7. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

8. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

9. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in anyway the meaning or interpretation of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

11. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

12. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement.

IN WITNESS WHEREOF, Business Associate and Covered Entity have executed this Agreement to be effective September 1, 2008.

COVERED ENTITY

By:_____
Name: Lawrence E. Revill
Title: Vice President of Finance

Date:_____

BUSINESS ASSOCIATE

By:_____
Name: _____
Title:_____

Date:_____

_____
Content Reviewed

UTMB BA AGREEMENT 4-05

UTMB®
The University of Texas Medical Branch

FINANCE CONTRACT ADMINISTRATION

Certified Mail Return Receipt # 7004 1350 0000 4511 4087

July 23, 2008

Honorable Judge J. D. Salinas, III
c/o Human Resources Department
1304 South 25th Street
Edinburg, Texas 78539

RECEIVED
JUL 31 2008
COUNTY JUDGE

RE: Indigent Health Care Services Agreement for 2008-2009

Dear Judge Salinas:

Enclosed please find two original copies of the above referenced Interlocal Agreement. There are a number of changes to the agreement for 2008-2009, the most significant of which are outlined briefly below.

1) Compensation to UTMB changes from a percent of billed charges to defined fee schedules based on UTMB's Medicaid rates. The impact of this change in compensation methodology on your cost for services received from UTMB is expected to be minimal, although your cost may increase or decrease slightly depending upon the mix of services utilized by eligible residents. Exhibit D of the agreement describes the new reimbursement methodology in detail.

2) The agreement includes as Exhibit C a list of those procedures that require preauthorization from the county or hospital district. This is a minor change to the way we coordinate health services with your county or hospital district, and will help clarify and standardize the process.

3) Attached to the agreement as Exhibit E is a Business Associate Agreement (BAA) to address HIPAA compliance. The old agreement addressed this matter in the body of the agreement. Use of a BAA is typical for health services agreements and is a more appropriate construct. *Please note that the BAA requires a separate signature.*

4) A new clause (2.1.17) requires the county or hospital district to notify UTMB when it disenrolls a resident from the county's or hospital district's indigent health plan. This information will allow UTMB to reduce no-shows and unreimburseable visits and better manage the impact of the disenrollment on the affected resident, other patients, and our providers.

5) A new clause (2.1.18) prohibits the county or hospital district from "carving out" specific services, such as lab or radiology, for patients referred to UTMB for care. Such arrangements are disruptive to our ability to provide the best possible care to your eligible residents.

6) The county or hospital district may receive invoices from UTMB on a monthly paper statement or via individual claims submitted electronically, but must identify which invoicing methodology it prefers. If the county or hospital district elects to receive paper invoices, the invoices will reflect the amounts due to UTMB as per the compensation schedule attached as Exhibit D to the agreement. *Please indicate on the agreement signature page which invoicing methodology is preferred.*

7) Other changes to the agreement include:
   a. The deadline for payment by the county or hospital district has been extended from 45 to 60 days (2.1.1) and the clause regarding a penalty for late payment has been eliminated.
   b. The clause describing the invoice dispute resolution process (2.1.2) has been modified to more clearly define the process and associated timelines.
   c. Deadlines for invoice submission by UTMB have been modified an are 95 days from the date of the patient encounter for those submitted electronically and 125 days from the date of the patient encounter for those submitted via paper statements (2.2.2)
   d. Termination clause has been modified to address coordination and continuation of care in the event the agreement is terminated (5.1).
   e. A general dispute resolution clause (5.3) has been added.

Please sign both copies of both the agreement and the BAA (Exhibit E), and identify your preferred method of invoicing (on the agreement signature page) and return both copies of the agreement to:

Matthew J. Furlong
Executive Director, Finance
301 University Blvd.
Galveston, Texas 77555-0153

Upon receipt of your half executed agreements, UTMB will sign and return to you one fully executed copy of the agreement.

If you have any questions or need additional information, please feel free to contact me at 409-747-6336 or johesse@utmb.edu.

Sincerely,

John A. Hesse, Director
Finance Contract Administration
University of Texas Medical Branch at Galveston

JAH/dlb

Enclosure

AI-10699 **7.E.**

CIHCP

CC REGULAR

Date: 08/26/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program:
1. Approval to pay invoices submitted by UTMB at Galveston for health care services provided to the Indigent Health Care Program in the amount of $13,092.08 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

2. Approval to pay invoices submitted by UTMB Faculty Group Practice for health care services provided to the Indigent health Care Program in the amount of $ 633.50 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

3. Approval of 2008 interdepartemntal transfer within the Indigent Health Care Program (1249) from program 004 to program 003 in the amount of $13,725.58

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding pending approval of an interdepartmental transfer in the amount of $13,725.58

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

BUDGETARY IMPACT:

Transfer from Program 004 to 003 in the amount of $13,725.58. Available balance as of 8/20/08 $2,352,072.03

Attachments

Link: attestation
Link: 10699 report
Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 01:49 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/21/2008 08:53 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 03:04 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 03:30 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Dairen Sarmiento Started On: 08/18/2008 03:11 PM

Final Approval Date: 08/22/2008

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

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on **August 26, 2008** have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

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

Amount to be paid by the County Auditor's Office — $13,725.58
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.) — $13,725.58

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

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

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

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

Darren Sarmiento — 8-18-08

Approved by Human Services Director — Date

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

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH
170970	6745	UTMB AT GALVESTON	6/12/2008	$3,801.00	$0.00	FY-08-47-utmb
170963	254590	UTMB FACULTY GROUP PRACTI	6/18/2008	$130.00	$45.50	FY-08-47-utmb
170960	510036	UTMB AT GALVESTON	6/20/2008	$1,777.00	$621.95	FY-08-47-utmb
170957	254590	UTMB AT GALVESTON	6/18/2008	$98.00	$34.30	FY-08-47-utmb
170956	254590	UTMB AT GALVESTON	6/19/2008	$311.00	$108.85	FY-08-47-utmb
170953	254590	UTMB AT GALVESTON	6/26/2008	$28.80	$10.08	FY-08-47-utmb
170952	254590	UTMB AT GALVESTON	6/18/2008	$282.00	$98.70	FY-08-47-utmb
170951	6745	UTMB AT GALVESTON	6/12/2008	$3,801.00	$0.00	FY-08-47-utmb
170948	9604	UTMB AT GALVESTON	6/11/2008	$53,646.02	$12,200.00	FY-08-47-utmb
170945	9604	UTMB FACULTY GROUP PRACTI	5/27/2008	$1,680.00	$588.00	FY-08-47-utmb
170943	9604	UTMB AT GALVESTON	5/23/2008	$52.01	$18.20	FY-08-47-utmb
				$65,606.83	$13,725.58	

Summary

UTMB AT GALVESTON	$13,092.08
UTMB FACULTY GROUP PRACTI	$633.50
	$13,725.58

DATE: August 20, 2008

AI#10699

DEPARTMENT HEAD: Valde Guerra

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1249-444-00-240-004-8- 843	UPL FY 2007-2008- AID TO NONGOVT AGENCY	(13,725.58)
TO		
8-1249-444-00-240-003-8- 899	INDIGENT FY 2007-2008- CONTINGENCY	13,725.58
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund UTMB Faculty Group Practice and UTMB at Galveston in the amount of $13,725.58

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-10744 **7.F.**

Health Division - FY09 SDI Grant Contract Payroll Continuation
CC REGULAR

Date: 08/26/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to continue payroll regarding the FY09 SDI Grant Contract effective 9/1/2008 per the attached award letters and salary schedule (Acct #8-1293-441-00-340-018-9).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1293-441-00-340-018-9-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Award Letters
Link: Salary Sch.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 03:09 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/22/2008 05:01 PM	APRV
3	Auditor's Office		08/22/2008 05:41 PM	NEW
Form Started By: Dan Beltran			Started On: 08/20/2008 02:40 PM	
Final Approval Date: 08/22/2008				

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

July 22, 2008

Dear FY 2009 Family Planning Contractor: Hidalgo County Health Department

The Department of State Health Services (DSHS) desires to enter into a FY 2009 contract with your agency to provide family planning (FP) services as outlined in your response to the **FY 2008** renewal application. With this correspondence, DSHS anticipates that your agency will provide the same set of services reimbursed at the same rates, in the same locations and meet the same performance measures in FY 2009 as in FY 2008. In order to expedite the contracting process, we will request objectives and other renewal information at a later date. Should rate changes be approved and/or additional funds become available, you will be contacted about a contract amendment. At that time you will have an opportunity to align your performance measures. The amount(s) listed is(are) for a twelve-month contract period. September 1, 2008, through August 31, 2009. The contract award amount(s) your organization will receive for the contract period is(are) listed below:

FP Contracted Service(s)	Proposed FY 2009 Funding		
Title V	**FY09 Award**	**Supply Award**	**Total Title V Award**
	$210,476	**$0.00**	**$210,476**
Title X	**FY09 Award**		
	$0.00		
Title XX	**FY09 Award**		
	$0.00		
Total FP Award	**$210,476**		

Please return forms via email to *CDSB@dshs.state.tx.us* by **July 29, 2008** so that DSHS may begin development of your FY 2009 contract:

- Form A: Face Page (with revised dollar amount - does not require signature)
- Forms S: Title X Budget Summary and Forms S1-S6: Detailed Categorical Budget Pages, where applicable

This notification letter does not authorize your agency to expend funds that will be awarded under the FY 2009 contract. The official award document is a contract that contains terms and conditions including program and financial requirements, and a budget. The contractual agreement is not legally binding until signed by authorized representatives of both parties. Only allowable expenditures incurred during the term specified in the contract are reimbursable.

If you have any questions, please feel free to email or call Debbie Brookshire, Manager, Contract Development & Support Branch at: debbie.brookshire@dshs.state.tx.us, (512) 458-7111, ext.3021, or email or call Cady Clark, Manager, Performance Management Unit at: cady.clark@dshs.state.tx.us, (512) 458-7111 ext. 2187.

We appreciate your commitment to providing important family planning services in your community.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

July 24, 2008

Dear FY 2009 Title V Prenatal Contractor: Hidalgo County Health Department

The Department of State Health Services (DSHS) desires to renew our contract with your agency for FY'09 to provide Title V Prenatal Services as outlined in your response to the renewal application. Please remember that these funds are only to be used to provide initial prenatal services until the woman is enrolled in CHIP-P. This funding award is based upon your agency's Title V prenatal expenditures.

The contract award amount your organization will receive for the contract period, September 1, 2008 through August 31, 2009 is listed below:

FY09 PRENATAL Contract Amount	Activity Code 185 Amount	Activity Code 186 Amount
$165,909	$51,860	$114,049

The official award document is a contract that contains terms and conditions including program and financial requirements, and a budget. The contractual agreement is not legally binding until signed by authorized representatives of both parties (fully executed). This notification letter does not authorize your agency to expend funds that will be awarded under the contract. Only allowable expenditures incurred during the term specified in the contract are reimbursable. Expenditures incurred beginning September 1, 2008 will be honored and reimbursed once the contract is fully executed.

If you have any questions, please feel free to email or call Debbie Brookshire, Manager, CDSB at: debbie.brookshire@dshs.state.tx.us or 512 458-7111, ext. 3021, or email or call Cady Clark, Manager, Performance Management Unit at cady.clark@dshs.state.tx.us or (512) 458-7111 ext. 2187.

We appreciate your participation in the provision of prenatal services in your community and your efforts to assist women with enrollment in the CHIP-P program.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

July 25, 2008

Dear FY 2009 Title V Child Health and Dental Contractor: Hidalgo County Health and Human Services Department

The Department of State Health Services (DSHS) desires to renew our contract with your agency for FY'09 to provide Title V Child Health and/or Dental Services as outlined in your response to the renewal application.

The contract award amount your organization will receive for the contract period, September 1, 2008 through August 31, 2009 is listed below:

FY09 Child Health & Dental Contract Amount	Activity Code 185 Amount	Activity Code 186 Amount
$34,833	$34,290	$543

The official award document is a contract that contains terms and conditions including program and financial requirements, and a budget. The contractual agreement is not legally binding until signed by authorized representatives of both parties (fully executed). This notification letter does not authorize your agency to expend funds that will be awarded under the contract. Only allowable expenditures incurred during the term specified in the contract are reimbursable. Expenditures incurred beginning September 1, 2008 will be honored and reimbursed once the contract is fully executed.

If you have any questions, please feel free to email or call Debbie Brookshire, Manager, CDSB at: debbie.brookshire@dshs.state.tx.us or 512 458-7111, ext. 3021, or email or call Cady Clark, Manager, Performance Management Unit at cady.clark@dshs.state.tx.us or (512) 458-7111 ext. 2187.

We appreciate your efforts to assist children and adolescents health and dental services.

Dan Beltran

From: Lewis, Cynthia [Cynthia.Lewis@dshs.state.tx.us]
Sent: Thursday, July 03, 2008 10:05 AM
To: Burrell, Deserie; Smith, Stan
Cc: Bourda, Michael; dan.beltran@hchd.org; lydia.serna@hchd.org; Fox, Pamela; Cavanaugh, Linda; Walk, Bill
Subject: RE: Hidalgo SDI Contract

Yes, that is correct. Thanks.
Cynthia

From: Burrell, Deserie
Sent: Thursday, July 03, 2008 9:59 AM
To: Lewis, Cynthia; Smith, Stan
Cc: Bourda, Michael; 'dan.beltran@hchd.org'; 'lydia.serna@hchd.org'; Fox, Pamela; Cavanaugh, Linda; Walk, Bill
Subject: RE: Hidalgo SDI Contract

Thank you Cynthia!! I appreciate it. I will pass this on to our development team. This is going to remain the only contractor for SDI that will have TB funds, correct?

From: Lewis, Cynthia
Sent: Thursday, July 03, 2008 9:53 AM
To: Lewis, Cynthia; Burrell, Deserie; Smith, Stan
Cc: Bourda, Michael; 'dan.beltran@hchd.org'; 'lydia.serna@hchd.org'; Fox, Pamela; Cavanaugh, Linda
Subject: Hidalgo SDI Contract
Importance: High

Hi Deserie.
I spoke with Dan Beltran at Hidalgo County Health & Human Services this morning and obtained the information for their 2009 SDI contract.
Amount - $209,248
Funding Information - H21100, 9X001GENREV, 430, 13053, 0001, 44091
If you need additional information, please let me know.
Thanks

Cynthia E. Lewis
Infectious Disease Intervention & Control Branch
512-968-9927 cell
512-458-7447 ext. 3452 Office

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
SDI EMPLOYEE SALARY SCHEDULE
8-1293-441-00-340-018-9

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

Slot #	Employee Name	Employee Title	Salary 9/1/2008 12/31/2008	Salary 1/1/2009 8/31/2009	Salary for 12 month Grant Period
018-G003		RN	$ 15,307.00	$ 32,144.70	$ 47,451.70
018-G014		Billing Clerk	$ 6,220.33	$ 13,062.70	$ 19,283.03
018-G013		Clerk Manager	$ 6,219.00	$ 13,059.90	$ 19,278.90
018-G007		Billing Coordinator	$ 12,089.00	$ 25,386.90	$ 37,475.90
018-G004		RN	$ 15,307.00	$ 32,144.70	$ 47,451.70
018-G018		Clinic Aide	$ 5,682.33	$ 11,932.90	$ 17,615.23
018-G012		Clerk Manager	$ 6,530.33	$ 13,713.70	$ 20,244.03
018-G005		RN	$ 15,306.00	$ 32,142.60	$ 47,448.60
018-G017		Billing Clerk	$ 5,682.33	$ 11,932.90	$ 17,615.23
018-G008		Social Worker	$ 11,237.00	$ 23,597.70	$ 34,834.70
018-G016		Eligibility Specialist	$ 5,923.67	$ 12,439.70	$ 18,363.37
018-G015		Eligibility Specialist	$ 5,924.33	$ 12,441.10	$ 18,365.43
018-G009		Social Worker	$ 11,237.00	$ 23,597.70	$ 34,834.70
018-G011		Maintenance Worker	$ 6,560.67	$ 13,777.40	$ 20,338.07
	Salary Totals		**$ 129,225.99**	**$ 271,374.60**	**$ 400,600.59**
	FICA	7.65%	$ 9,885.79	$ 20,760.16	$ 30,645.95
	Retirement	8.92%	$ 11,526.96	$ 24,206.61	$ 35,733.57
	Unemployment	0.50%	$ 646.13	$ 1,356.87	$ 2,003.00
	Worker's Comp.	3.27%	$ 4,225.69	$ 8,873.95	$ 13,099.64
	Health Insurance	$4,167/Yr.			$ 48,883.77
	Life Insurance	$33/Yr.			$ 387.86
	Fringe Benefit		**$ 26,284.57**	**$ 55,197.59**	**$ 130,753.79**
	Grand Total		**$ 155,510.56**	**$ 326,572.19**	**$ 531,354.38**

AI-10813 **7.G.**

UPL Program

CC REGULAR

Date: 08/26/2008

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Discussion, consideration and action regarding Hidalgo County's continued participation in the UPL program in partnership with the hospitals included in the Hidalgo County Indigent Care Affiliation Agreement previously approved by Commissioners' Court (As part of the partnership, the affiliated hospitals will provide health care services to all Hidalgo County indigent residents). The county in turn will invest a maximum of $_____ during the 2009 State fiscal year, which will be transferred into an escrow account in four equal payments at the end of each quarter, or sooner if required by the State, to begin the quarter ending November 30, 2008.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz Started On: 08/22/2008 05:22 PM

Final Approval Date: 08/22/2008

AI-10708 **8.A.**

Membership fee to the National Fire Protection Association
CC REGULAR

Date: 08/26/2008
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

Fire Marshal's Department:
Discussion, consideration, and approval of membership fee of $150.00 for the Hidalgo County Fire Marshal's Office for membership to the National Fire Protection Association.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-10-300-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/20/08 is $2,000.00

Attachments

Link: Affidavit and Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 07:47 AM	APRV
2	Erika Reyna	Erika Reyna	08/20/2008 10:59 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 03:12 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 03:30 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Yolanda Orozco Started On: 08/19/2008 09:59 AM

Final Approval Date: 08/22/2008

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Juan Martinez, do hereby state that my membership in the National Fire Protection 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 to the best of my knowledge and belief 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: 8/19/08

TITLE: Deputy Fire Marshal

Before me Marco A. Romero, a Notary Public, appeared Juan G. Martinez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

MARCO A. ROMERO
My Commission Expires
May 02, 2012

_____
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

STAY UP-TO-DATE. JOIN NFPA TODAY!

NFPA®

☑ YES please enroll me as a member of NFPA for the term checked below. Activate all benefits, and ship my *Member Kit* including the *Benefits Guide, Member Directory,* and other resources to help me make the most of my NFPA membership. *Please allow three to four weeks for the kit to arrive.*

BILLING INFORMATION:

Name Hidalgo County Fire Marshal Title Deputy Fire Marshal

Organization Hidalgo County

Address 2814 S. Business Hwy 281

City Edinburg State TX Zip/Postal Code 78539

Country USA

Phone 956/318-2656 E-mail juan.martinez@co.hidalgo.tx.us

Priority Code: 8J-MIS-1Z

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Job Title *(check one)*

- ❑ Architect, Engineer, Consultant, Contractor (C17)
- ❑ Facilities Safety Officer (F14)
- ☑ Fire Chief, Other Fire Service (A11)
- ❑ Loss Control, Risk Manager (L11)
- ❑ Inspector, Building Official, Fire Marshal (F03)
- ❑ Owner, President, Manager, Administrator (C10)
- ❑ Other (please specify): (G11)_____

Type of Organization *(check one)*

- ❑ Architecture, Engineering, Contracting (A14)
- ❑ Commercial Firm (Office, Retail, Lodging, Restaurant) (G13)
- ❑ Electrical Services, Installation (J11)
- ☑ Fire Service, Public and Private (AA1)
- ❑ Government (C12)
- ❑ Industrial Firm (Factory, Warehouse) (C11)
- ❑ Institutional (Health Care, Education, Detention, Museums) (B11)
- ❑ Insurance, Risk Management (B12)
- ❑ Utilities (G12)
- ❑ Other (please specify): (G11)_____

4 EASY WAYS TO JOIN

Fax: 1-800-593-6372, Outside the U.S. +1-508-895-8301
Mail: Attn: Allison Hodge
11 Tracy Drive, Avon, MA 02322-9908
Online: nfpa.org
Call: 1-800-344-3555, ext 8346
Outside the U.S. call +1-617-770-3000
Email: ahodge@nfpa.org

TERMS AND PAYMENT:

- ☑ 1 year ($150)
- ❑ 2 years ($270) SAVE $30
- ❑ 3 years ($390) SAVE $60

Annual membership dues include a $45 subscription to *NFPA Journal®*. Regular membership in NFPA is individual and non-transferable. NFPA Journal is a registered trademark of the National Fire Protection Association, Quincy, MA 02169. Voting privileges begin after 180 days of individual membership. Prices subject to change.

PAYMENT METHOD:

Check One:

- ❑ Payment Enclosed *(Make check payable to NFPA.)*
- ☑ Purchase Order *(Please attach this form to your PO.)*
- ❑ Bill Me Later *(Not available on International memberships.)*

Charge My: ❑ VISA ❑ MasterCard ❑ AmEx ❑ Discover

Card #_____

Expiration Date_____

Name on Card_____

Signature_____

International members: Please note prepayment is required on all international orders. Be sure to enclose a check or select your preferred credit card option.

100% MONEY-BACK GUARANTEE

If anytime during your first year you decide membership is not for you, let us know and you'll receive a 100% refund of your dues.

MEMBERSHIP NOTICE

DATE: 07/29/08
RENEWAL THRU: 10/31/09
I.D. NUMBER: 2414961

AMOUNT DUE:
Or check one:
- ❑ 1 year - $150
- ❑ 2 years - $270
- ❑ 3 years - $390

Billing Center, P.O. Box 9689, Manchester NH 03108-9689

Notice: 4310768X #1

Thank you for your loyalty to NFPA. Please update your records and return this notice with your dues.

BILL TO:

VICTOR FONSECA JR
HIDALGO CNTY FIRE MARSHALS
2814 S BUS 281
EDINBURG, TX 78539-6243

SELECT ONE:

- ☐ Check enclosed payable to NFPA (US funds from US Bank)
- ☐ Charge to my: ☐ MasterCard® ☐ VISA® ☐ American Express® ☐ Discover®

Card No. _____ - _____ - _____ - _____

Expire Date ___/___

IMPORTANT!

e-mail:
victor.fonseca@co.hidalgo.tx.us

☐ I have updated my information on the back of this notice.

Thank you for your loyalty to NFPA. Please update your records and return this notice with your dues.

Membership includes a $45.00 *NFPA Journal*® subscription.

11 0002414961 431076824 2 00000015000

DETACH HERE AND RETURN NOTICE IN THE ENVELOPE PROVIDED.

Dear Victor Fonseca, Jr.:

It's time to take care of your NFPA membership dues for the coming year. To continue as an NFPA member in good standing, please return payment with your notice today.

NFPA unites professionals worldwide devoted to protecting people and property from fire and other hazards. With NFPA membership, you are recognized as a leader in your industry and have special professional status. You're also eligible to play an important role in developing codes and standards, as well as voting on final adoption. Furthermore, you get unlimited access to information and resources about codes and standards – insight that could save you thousands of dollars in costly errors.

Thank you for your continued loyalty to NFPA.

Sincerely,

C.A. Faber
Manager, NFPA Membership

P.S. As soon as your payment arrives, I'll see that your membership is credited and your *NFPA Journal*® keeps coming. Please remit payment today.

Records show this is your NFPA shipping address: (Make necessary changes on back of form.)

ID# 2414961
VICTOR FONSECA JR
HIDALGO CNTY FIRE MARSHALS
2814 S BUS HWY 281
EDINBURG
TX 78539

 © NFPA 2004 Fed ID # 041-653-090 1-800-344-3555

This NFPA membership belongs to the individual named on the invoice.

To change the name on the membership, please provide the new information at right.

The original membership will be cancelled and the pro-rated amount will be applied to a new membership.

The join date will be updated, a new I.D. number issued and a new 180-day waiting period for voting will apply.

Change my BILLING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail Address _____

Change my SHIPPING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail _____

ref

10137501

"Member-Only" Benefits

NFPA® Keeps You Up-To-Date!

Technical Support — Technical Support by Phone/E-mail. Get fast, reliable answers to all code related questions—from electrical safety for employee workplaces to carbon dioxide extinguishing systems—from NFPA's team of fire protection specialists.

NFPA Journal® — THE journal of record for fire protection, this bi-monthly publication will keep you abreast of the latest fire prevention and safety practices as well as new technologies and strategies for protecting life and property from fire.

NFPA Journal® Buyers' Guide — Updated annually, the Guide is THE most comprehensive directory of its kind putting literally thousands of the products and services at your fingertips.

NFPA Update — This easy-to-read monthly e-newsletter will keep you up-to-date on important association programs such as the annual meeting; bring you items of interest from NFPA's regional offices; and alert you to nationwide events and opportunities you won't want to miss.

NFPA News — From new standards for dry cleaning plants to warning equipment for household carbon monoxide, this monthly online update keeps you abreast of additions or changes that could impact how you do your work.

NFPA Directory — Published annually, the *NFPA Directory* is your complete guide to NFPA's code-making process. Look here for document revision guidelines, the revision cycle schedule, forms for submitting Proposals and Comments, and a comprehensive listing of Technical Committee members and NFPA staff.

Section Membership — Share YOUR expertise with others in one of 16 industry-specific sections most suited to your needs.

10% Discounts — Save hundreds of dollars during the year on NFPA meeting registration fees, publication and products and services sold in NFPA's catalog.

Member Kit — Includes Membership Certificate, Pin, Decals, ID Card, and Camera-ready Art. Display the NFPA member logo proudly on your business correspondence, literature, website, and vehicles.

Voting Rights — Your chance to help shape the future direction of fire prevention codes and standards.
Voting rights go into effect 180 days from the start of individual membership.

Conference Invitation — Invitation to World Safety Conference and Exposition®. Attend this important meeting at discounted rates as a member of NFPA.

Join NFPA today!

AI-10762 **9.A.**

Claim for Total Technologies
CC REGULAR

Date: 08/26/2008
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: IT Department

Information

CAPTION

Discussion, consideration and approval to pay outstanding invoice #3574 (Total Technologies) with authority for Hidalgo County Treasurer to issue check in the amont of $95.00 after invoice has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

BACKGROUND

Emergency Tech support was needed for phone system.

Acct# 8-1100-415-00-200-002-0-432

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-432
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/21/08 $19,650.25

Attachments

Link: Claim- Total Tech.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 08:14 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/21/2008 03:01 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 03:28 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 03:34 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Edna Kirby Started On: 08/20/2008 04:34 PM

Final Approval Date: 08/22/2008

Attn: Veronica Lopez

Invoice

Total Technologies
Connecting the IP World

Date	Invoice #
5/30/2008	3574

Bill To:

Hidalgo County
Computer Department
Renan Ramirez
100 N Closner Blvd
Edinburg, Texas 78539

Job Location:

Hidalgo County
Computer Dept.
100 N Closner 1st Floor
Edinburg, Tx 78539

P.O. NO.	TERMS	Service Date	Workorder#
	Net 30 Days	5/2/2008	3371

DESCRIPTION	Quantity	Unit Price	Extended Price
System Problems: Restarted Workgroup Service and calls started to ring inbound Customer has no support on phone system therefore service calls are billable: Remote Labor Hours	1	95.00	95.00

Invoice Received By: Ruben R. Flores On 11-Jun-08
Goods/services Received By: Ruben P. Flores On 11 Jun 08
Acct.# 8-1100-415.03-200-0002-0-432
PO# 59822

Subtotal:	$95.00
Sales Tax: (8.25%)	$0.00
Total:	$95.0
Payments/Credits	$0.0
Balance Due	$95.

Remit Payment To:
Total Technologies, LLC
600 Kenrick Drive, Suite A-5
Houston, Texas 77060

Payment Terms: All Invoice are Due Upon Receipt. Any invoice not paid within (30) days are subject to late payment fee of 1 1/2% per month on the unpaid balance.

Phone Number	Fax Number
281-448-7676	281-448-8580

Web Site
www.total-tec.com

AI-10741 **10.A.**

HIDTA Task Force

CC REGULAR

Date: 08/26/2008
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the Hidalgo County Constables Office Precinct 3 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."

Memo of Understanding has been reviewed and approved by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** dept. 293 G/F
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

The Constable Pct. 3 Dept may incur costs associated with maintaining forfeiture assets received by the HIDTA Dept. Refer to attached expense report as of 8-21-08 for funds availability.

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.

The Constable Pct. 3 office shall return the forfeiture assets when no longer needed to the HIDTA Dept as set forth in the Memo of Understanding.

Attachments

Link: Memorandum-Precinct 3

Link: Constable Pct. 3 expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 03:08 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/21/2008 08:14 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 08:19 AM	APRV
4	Ivan Cantu	Ivan Cantu	08/21/2008 08:34 AM	APRV
5	Auditor's Office	Linda Fong	08/21/2008 03:31 PM	APRV
6	Purchasing Department	Marty Salazar	08/21/2008 03:33 PM	APRV
7	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Nelda Olivarez Started On: 08/20/2008 02:24 PM

Final Approval Date: 08/22/2008

MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE AND THE HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** 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 **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** 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 equipment and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** has a need for such equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and in relationship to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** 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 **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will temporarily transfer to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** certain motor vehicle owned by the **HIDALGO COUNTY HIDTA TASK FORCE,** which is designated as

   - **ONE (1) 2002 GMC SIERRA PICKUP TRUCK, VIN#1GTEC14VX2Z228210**

   Such equipment is being temporarily transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the motor vehicle for any purpose.

2. Such equipment is to be delivered to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and shall be solely used for law enforcement purposes of the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

3. The **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** shall solely be responsible for all maintenance of such vehicle while in the possession of the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** until such vehicle is returned to the **HIDALGO COUNTY HIDTA TASK FORCE**. The **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** shall not be responsible to the **HIDALGO COUNTY HIDTA TASK FORCE** for any wear and tear caused to the vehicle or any property damage caused to the vehicle in the ordinary operations thereof.

4. Such vehicle is to be delivered by the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** to the **HIDALGO COUNTY HIDTA TASK FORCE** when the vehicle is no longer needed by the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** for law enforcement activities.

COUNTY OF HIDALGO

BY: _____ _____
JUAN D. SALINAS, COUNTY JUDGE **DATE**

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____ _____
DORA L. MUNOZ, COMMANDER **DATE**

HIDALGO COUNTY CONTABLE PRECINCT 3

BY: _____ _____
LAZARO "LARRY" GALLARDO, CONSTABLE **DATE**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By:_____

Date:_____

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-421-00-293-001-0-111	CONSTABLE PCT.3-SALARIES OF OFFICIALS	54,340.00	.00	33,962.55	33,962.55	20,377.45	62.50
8-1100-421-00-293-001-0-113	CONSTABLE PCT.3-PERM F/T EMPLOYEES	448,979.19	.00	272,610.12	272,610.12	176,369.07	60.72
8-1100-421-00-293-001-0-115	CONSTABLE PCT.3-LONGEVITY PAY	2,280.00	.00	1,464.00	1,464.00	816.00	64.21
8-1100-421-00-293-001-0-117	CONSTABLE PCT.3-SUPPLEMENTAL PAY	15,300.00	.00	8,479.70	8,479.70	6,820.30	55.42
8-1100-421-00-293-001-0-118	CONSTABLE PCT.3-AUTO ALLOWANCE	8,000.00	.00	4,999.95	4,999.95	3,000.05	62.50
8-1100-421-00-293-001-0-211	CONSTABLE PCT.3-HEALTH INSURANCE	54,132.00	.00	35,169.64	35,169.64	18,962.36	64.97
8-1100-421-00-293-001-0-212	CONSTABLE PCT.3-LIFE INSURANCE	429.00	.00	232.56	232.56	196.44	54.21
8-1100-421-00-293-001-0-220	CONSTABLE PCT.3-FICA	40,461.07	.00	24,680.83	24,680.83	15,780.24	61.00
8-1100-421-00-293-001-0-230	CONSTABLE PCT.3-RETIREMENT	46,437.28	.00	28,635.69	28,635.69	17,801.59	61.67
8-1100-421-00-293-001-0-250	CONSTABLE PCT.3-UNEMPLOYMENT COMP	2,324.25	.00	1,433.32	1,433.32	890.93	61.67
8-1100-421-00-293-001-0-260	CONSTABLE PCT.3-WORKERS COMP	22,523.56	.00	13,485.08	13,485.08	9,038.48	59.87
8-1100-421-00-293-001-0-342	CONSTABLE PCT.3-INFORMATION & CREDIT SRV	1,125.00	250.00	375.00	375.00	500.00	55.56
8-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-421-00-293-001-0-434	CONSTABLE PCT.3-VEHICLE R&M SERVICE	25,000.00	1,808.46	7,102.92	7,102.92	16,088.62	35.65
8-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VEHICLE RENTALS	2,520.00	1,147.58	940.38	940.38	432.04	82.86
8-1100-421-00-293-001-0-529	CONSTABLE PCT.3-SURETY & NOTORY BONDS	1,200.00	500.00	420.00	420.00	280.00	76.67
8-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	2,000.00	.00	561.37	561.37	1,438.63	28.07
8-1100-421-00-293-001-0-535	CONSTABLE PCT.3-POSTAGE	1,000.00	.00	300.00	300.00	700.00	30.00
8-1100-421-00-293-001-0-550	CONSTABLE PCT.3-PRINTING & BINDING	2,766.28	554.00	1,384.00	1,384.00	828.28	70.06
8-1100-421-00-293-001-0-581	CONSTABLE PCT.3-TRAVEL IN COUNTY	200.00	.00	.00	.00	200.00	.00
8-1100-421-00-293-001-0-583	CONSTABLE PCT.3-TRAVEL OUT OF COUNTY	5,000.00	1,758.88	2,950.29	2,950.29	290.83	94.18
8-1100-421-00-293-001-0-584	CONSTABLE PCT.3-REGISTRATION FEES	1,500.00	50.00	710.00	710.00	740.00	50.67
8-1100-421-00-293-001-0-601	CONSTABLE PCT.3-OFFICE SUPPLIES	1,550.00	26.68	1,307.70	1,307.70	215.62	86.09
8-1100-421-00-293-001-0-602	CONSTABLE PCT.3-PAPER SUPPLIES	500.00	.00	204.30	204.30	295.70	40.86
8-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	5,000.00	111.00	3,073.00	3,073.00	1,816.00	63.68
8-1100-421-00-293-001-0-611	CONSTABLE PCT.3-POLICE SUPPLIES	4,866.00	827.00	3,605.45	3,605.45	433.55	91.09
8-1100-421-00-293-001-0-631	CONSTABLE PCT.3-BOTTLED WATER	500.00	76.00	44.00	44.00	380.00	24.00
8-1100-421-00-293-001-0-640	CONSTABLE PCT.3-REFERENCE MATERIALS	733.72	.00	733.72	733.72	.00	100.00
8-1100-421-00-293-001-0-661	CONSTABLE PCT.3-MINOR OFFICE EQUIPMENT	800.00	.00	.00	.00	800.00	.00
8-1100-421-00-293-001-0-664	CONSTABLE PCT.3-OTHER MINOR EQUIPMENT	3,000.00	.00	.00	.00	3,000.00	.00
8-1100-421-00-293-001-0-665	CONSTABLE PCT.3-MINOR COMPUTER EQUIPMENT	1,500.00	.00	195.98	195.98	1,304.02	13.07
8-1100-421-00-293-001-0-679	CONSTABLE PCT.3-OTHER R&M SUPPLIES	384.00	.00	384.00	384.00	.00	100.00
8-1100-421-00-293-001-0-681	CONSTABLE PCT.3-VEHICLE R&M SUPPLIES	1,980.00	.00	1,128.43	1,128.43	851.57	56.99
8-1100-421-00-293-001-0-682	CONSTABLE PCT.3-GASOLINE/DIESEL	50,000.00	13,985.81	22,681.73	22,681.73	13,332.46	73.34
8-1100-421-00-293-001-0-684	CONSTABLE PCT.3-TIRES & TUBES	4,000.00	1,924.04	1,431.84	1,431.84	644.12	83.90
8-1100-421-00-293-001-0-741	CONSTABLE PCT.3-VEHICLES	30,402.69	.00	30,402.69	30,402.69	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-421-00-293-001-0-810	CONSTABLE PCT.3-DUES & MEMBERSHIPS	1,000.00	.00	585.00	585.00	415.00	58.50
1100 GENERAL FUND		**844,034.04**	**23,019.45**	**505,675.24**	**505,675.24**	**315,339.35**	**62.64**
8 YEAR		**844,034.04**	**23,019.45**	**505,675.24**	**505,675.24**	**315,339.35**	**62.64**

AI-10703 **11.A.**

membership dues - NCDA
CC REGULAR

Date: 08/26/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Request and approval to renew 2008-2009 membership dues in the amount of $1,545.00 to The National Community Development Association for Hidalgo County Urban County Program (membership dues covering the period July 1, 2008 through June 30, 2009).

BACKGROUND

The National Community Development Association (NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally-responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

Fiscal Impact

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

BUDGETARY IMPACT:
Acct. # 5008-99-2101-6501-P990

Attachments

Link: NCDA attachment
Link: Affidavit

Form Routing/Status

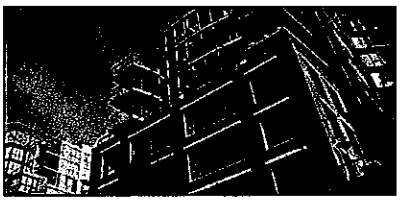
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/19/2008 08:22 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/20/2008 08:02 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 03:36 PM	APRV
4	Veronica Lopez	Veronica Lopez	08/21/2008 03:46 PM	APRV
5	Purchasing Department	Marty Salazar	08/21/2008 05:01 PM	APRV
6	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Estella Webber Started On: 08/18/2008 05:28 PM

Final Approval Date: 08/22/2008

NCDA
NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION

Membership Dues



We are excited that you are interested in becoming a member of NCDA. Below is our membership dues schedule and our membership commitment form. You can start your membership right away! If you have any questions about becoming a member, please call Cardell Cooper at 202.293.7587. We look forward to working with you!

NCDA ANNUAL MEMBERSHIP DUES SCHEDULE
Effective July 1, 2008

Membership Type	Dues Amount
Entitlement Members *Cities and counties which receive an annual Community Development Block Grant (CDBG) formula grant and/or an annual HOME Investment Partnerships (HOME) Program formula grant from the U.S. Department of Housing and Urban Development.*	
Population	
Under 50,000	$550.00
50,000 - 100,000	$940.00
101,000 - 250,000	$1,545.00
251,000 - 500,000	$2,000.00
Over 500,000	$3,430.00
Non-Entitlement Members *Communities which receive CDBG and HOME funds directly from their State.*	$375.00
Affiliate Members *State Community Development Agencies*	$2,500.00
Alumni Members *Individuals previously employed in the community development and/or housing administrator capacity of an active NCDA member community.*	$450.00
Subscriber Members *An additional department within an existing NCDA member community.*	$375.00

Back to the Top

NCDA Membership Commitment Form

In consideration of the services provided by the National Community Development Association, the City (or County) of Hidalgo in the State of TX commits to establish or continue membership in NCDA and pay dues in total for the period beginning July 1, 2008 through June 30, 2009.

Payment (in the form of check or purchase order or a commitment date to pay) of membership dues will be forwarded to NCDA. Expected payment date: September 09, 2008.

Name:
Diana R. Serna
Title:
Director
Agency:
Hidalgo Urban County Program
Address:
1916 Tesoro Blvd.
City:
Pharr
State:
Texas
ZIP:

78577

Phone:

956-787-8127

Fax Number:

956-787-5291

E-Mail Address:

drserna@bizrgv.rr.com

Web Site Address:

Submit Application

Back to the Top

© Copyright 2008. National Community Development Association. All Rights Reserved.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Diana R. Serna, do hereby state that my membership in the National Community Development 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 to the best of my knowledge and belief 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 related to County Government.
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: Diana R Serna DATE: 8-19-08

TITLE: Director

Before me Hilda Bazan, a Notary Public, appeared Diana R. Serna, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

HILDA BAZAN
MY COMMISSION EXPIRES
June 17, 2011

(SEAL)

Hilda Bazan
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

Funding Yr 2008
Acct # 5008-99-2101-6501-P0900

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

AI-10721 **11.B.**

Engineering svcs - Home Rehab project
CC REGULAR

Date: 08/26/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a)(4) for Professional Engineering services in connection with Hidalgo County - Urban County Program Year 19 (2007) for a survey within Precinct No. 2.

2. Presentation of the scoring grid (of at least three(3) engineering firms from the County's approved "pool" as graded and evaluated by UCP Home staff) for the purposes of ranking by Commissioner's Court in connection with an Urban County Program Owner-Occupied Rehabilitation project survey in Precinct No. 2.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm _____ for the provision of surveying services for a Precinct No. 2 Owner - Occupied Rehabilitation project.

BACKGROUND

Urban County Program HOME Staff has rated three engineering service firms from the County's approved "pool". MIllennium Engineers Group, Inc., J.E. Saenz & Associates, Inc. and R. Gutierrez Engineering Corporation were rated for a Housing Rehab project that requires a survey. (See attached scoring grid for your review)

Fiscal Impact

Attachments

Link: Attchment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 07:48 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/21/2008 08:33 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 04:45 PM	APRV
4	Veronica Lopez	Veronica Lopez	08/22/2008 08:40 AM	APRV
5	Purchasing Department	Marty Salazar	08/22/2008 08:52 AM	APRV
6	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV
Form Started By: Estella Webber			Started On: 08/19/2008 05:31 PM	

Final Approval Date: 08/22/2008

Hidalgo County
Urban County Program
Real Estate Appraisers and Surveyors

	Millennium Engineers Group, Inc.			J. E. Saenz & Associates, Inc.			R. Gutierrez Engineering Corp.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	29	30		24	20		25	26	
Firm Capabilities	41	40		40	43		38	38	
Staffing	9	10		13	15		10	10	
Equal Opportunity Employer	5	5		5	5		5	5	
Meets minimum hidalgo County Insurance Requirements	5	5		5	5		5	5	
TOTALS	89	90		87	88		83	84	
AVERAGES	90%	90%		88%	88%		84%	84%	
RANKING	1	1		2	2		3	3	

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
REAL ESTATE APPRAISERS/SURVEYORS

Project Description: UCP - SURVEY FOR REHAB APPLICANT SARA CANO

Department: HIDALGO COUNTY – URBAN COUNTY PROGRAM

Name of Firm: MILLENIUM ENGINEERS GROUP, INC.

Date of Evaluation:

Evaluator's Name: ARTURO GARCIA

Selection Criteria	Point	Score
1. Responsiveness	30	29

Comments/Rationale for Points:

2. Firm Capabilities	45	41

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points:

3. Staffing	15	9

Comments/Rationale for Points:

4. Equal Opportunity Employer	05	5

Comments/Rationale for Points:

5. Meets minimum Hidalgo County Insurance Requirements	05	5

Comments/Rationale for Points:

	Total Score	89

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
REAL ESTATE APPRAISERS/SURVEYORS

Project Description: UCP - SURVEY FOR REHAB APPLICANT SARA CANO

Department: HIDALGO COUNTY – URBAN COUNTY PROGRAM

Name of Firm: MILLENIUM ENGINEERING GROUP, INC.

Date of Evaluation: AUGUST 5, 2008

Evaluator's Name: MONICA LEAL

Selection Criteria	Point	Score
1. Responsiveness	30	30

Comments/Rationale for Points: _____

2. Firm Capabilities	45	40

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Staffing	15	10

Comments/Rationale for Points: _____

4. Equal Opportunity Employer	05	5

Comments/Rationale for Points: _____

5. Meets minimum Hidalgo County Insurance Requirements	05	5

Comments/Rationale for Points: _____

Total Score	90

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
REAL ESTATE APPRAISERS/SURVEYORS

Project Description: UCP - SURVEY FOR REHAB APPLICANT SARA CANO

Department: HIDALGO COUNTY – URBAN COUNTY PROGRAM

Name of Firm: J.E. SAENZ & ASSOCIATES, INC.

Date of Evaluation:

Evaluator's Name: ARTURO GARCIA

Selection Criteria	Point	Score
1. Responsiveness	30	24

Comments/Rationale for Points:

2. Firm Capabilities	45	40

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points:

3. Staffing	15	13

Comments/Rationale for Points:

4. Equal Opportunity Employer	05	5

Comments/Rationale for Points:

5. Meets minimum Hidalgo County Insurance Requirements	05	5

Comments/Rationale for Points:

	Total Score	87

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
REAL ESTATE APPRAISERS/SURVEYORS

Project Description: UCP - SURVEY FOR REHAB APPLICANT SARA CANO

Department: HIDALGO COUNTY – URBAN COUNTY PROGRAM

Name of Firm: J.E. SAENZ & ASSOCIATES, INC.

Date of Evaluation: AUGUST 5, 2008

Evaluator's Name: MONICA LEAL

Selection Criteria	Point	Score
1. Responsiveness	30	20

Comments/Rationale for Points: _____

2. Firm Capabilities	45	43

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Staffing	15	15

Comments/Rationale for Points: _____

4. Equal Opportunity Employer	05	5

Comments/Rationale for Points: _____

5. Meets minimum Hidalgo County Insurance Requirements	05	5

Comments/Rationale for Points: _____

Total Score	88

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
REAL ESTATE APPRAISERS/SURVEYORS

Project Description: UCP - SURVEY FOR REHAB APPLICANT SARA CANO

Department: HIDALGO COUNTY – URBAN COUNTY PROGRAM

Name of Firm: R. GUTIERREZ ENGINEERING CORPORATION

Date of Evaluation:

Evaluator's Name: ARTURO GARCIA

Selection Criteria	Point	Score
1. Responsiveness	30	25

Comments/Rationale for Points:

2. Firm Capabilities	45	38

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points:

3. Staffing	15	10

Comments/Rationale for Points:

4. Equal Opportunity Employer	05	05

Comments/Rationale for Points:

5. Meets minimum Hidalgo County Insurance Requirements	05	5

Comments/Rationale for Points:

Total Score	83

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
REAL ESTATE APPRAISERS/SURVEYORS

Project Description: UCP - SURVEY FOR REHAB APPLICANT SARA CANO

Department: HIDALGO COUNTY – URBAN COUNTY PROGRAM

Name of Firm: R. GUTIERRER ENGINEERING CORPORATION

Date of Evaluation: AUGUST 5, 2008

Evaluator's Name: MONICA LEAL

Selection Criteria	**Point**	**Score**
1. Responsiveness	30	26
Comments/Rationale for Points:		
2. Firm Capabilities	45	38
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Staffing	15	10
Comments/Rationale for Points:		
4. Equal Opportunity Employer	05	5
Comments/Rationale for Points:		
5. Meets minimum Hidalgo County Insurance Requirements	05	5
Comments/Rationale for Points:		
	Total Score	87

AI-10723 **11.C.**

Home Rehab contracts
CC REGULAR

Date: 08/26/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) unit in the City of San Juan in the amount of $38,800.00 to J.D. Villarreal Construction.

2. (1) unit in the Countwide area in the amount of $36,700.00 and (2) units in the City of San Juan in the amount of $74,000.00 to GMH Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court on May 19, 2008 and June 17, 2008. Bids were received and opended at the Hidalgo County Purchasing Department on Wednesday, August 6, 2008. (see attachments)

Fiscal Impact

Attachments

Link: Attachments

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 07:49 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/20/2008 02:17 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 05:01 PM	APRV
4	Veronica Lopez	Veronica Lopez	08/22/2008 08:35 AM	APRV
5	Purchasing Department	Marty Salazar	08/22/2008 08:39 AM	APRV
6	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Estella Webber Started On: 08/19/2008 05:50 PM

Final Approval Date: 08/22/2008

Bidder/Company Name	Bids / Units	Contractor Bid Amount	Initial Lowest Bidder	2nd Round for bids in question	Submitted Cashier's Check Amount	*5% Minimum Check Submittal
Rolando's General Construction	Ferderico Cardenas	$ 40,000.00			1 For $10,000	$ 2,000.00
	G. Palomarez	$ 40,000.00				$ 2,000.00
	Herlinda Serna	$ 38,000.00				$ 1,900.00
	Maria Leon	$ 38,000.00				$ 1,900.00
	C. Lopez	$ 40,000.00				$ 2,000.00
	TOTAL	**$ 196,000.00**			**$ 10,000.00**	**$ 9,800.00**
GMH Construction	Ferderico Cardenas	$ 37,000.00	X		$ 2,800.00	$ 1,850.00
	G. Palomarez	*didn't submit*			$ 1,000.00	
	Herlinda Serna	$ 37,000.00		X	$ 1,000.00	$ 1,850.00
	Maria Leon	$ 36,700.00		X	$ 400.00	$ 1,835.00
	C. Lopez	$ 37,000.00	X		$ 2,500.00	$ 1,850.00
	TOTAL	**$ 147,700.00**			**$ 7,700.00**	**$ 7,385.00**
Gonzalez Brothers Construction	Ferderico Cardenas	$ 39,500.00			1 for $10,025	$ 1,975.00
	G. Palomarez	$ 42,500.00				$ 2,125.00
	Herlinda Serna	$ 39,500.00				$ 1,975.00
	Maria Leon	$ 39,500.00				$ 1,975.00
	C. Lopez	$ 39,500.00				$ 1,975.00
	TOTAL	**$ 200,500.00**			**$ 10,025.00**	**$ 10,025.00**
G & G Contractors	Ferderico Cardenas	*didn't submit*				
	G. Palomarez	$ 39,440.00			$ 1,725.00	$ 1,972.00
	Herlinda Serna	$ 36,440.00	X		$ 1,725.00	$ 1,822.00
	Maria Leon	$ 36,440.00	X		$ 1,725.00	$ 1,822.00
	C. Lopez	*didn't submit*				
	TOTAL	**$ 112,320.00**			**$ 5,175.00**	**$ 5,616.00**
R & R General Construction	Ferderico Cardenas	$ 38,062.50			$ 1,803.00	$ 1,903.13
	G. Palomarez	*didn't submit*				
	Herlinda Serna	*didn't submit*				
	Maria Leon	*didn't submit*				
	C. Lopez	$ 38,062.50			$ 1,803.00	$ 1,903.13
	TOTAL	**$ 76,125.00**			**$ 3,606.00**	**$ 3,806.25**
JD Construction	Ferderico Cardenas	$ 44,080.00			$ 2,500.00	$ 2,204.00
	G. Palomarez	$ 38,800.00	X		$ 2,500.00	$ 1,940.00
	Herlinda Serna	$ 38,800.00			$ 2,500.00	$ 1,940.00
	Maria Leon	*didn't submit*				
	C. Lopez	*didn't submit*				
	TOTAL	**$ 121,680.00**			**$ 7,500.00**	**$ 6,084.00**

* - Please note that bid packets include checks but with no way to determine which check goes with which bid.

Steve De La Garza

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Tuesday, August 19, 2008 4:21 PM
To: Steve de la Garza
Cc: 'Ramon Vela'; 'Darlene Betancourt'; Martha Salazar
Subject: Award to the lowest responsible bidder

Steve please let this serve as a **formal recommendation** as provided by our legal department and Mrs. Martha .. Salazar, Purchasing Agent.

f the total amount received by the contractor exceeds the required Urban County bid bond and meets all equirements than the bid should go to the next lowest bidder meeting all requirements.

As per the chart that has been provided to the purchasing department GMH Construction is the next **esponsible bidder** meeting all requirements with **cashiers checks totaling $7,700.00** and the required mount is $7,385.00; therefore petition to Commissioners Court will be based on this. Should this not be the ase then the next responsible bidder would have been Roland's General Construction.

As per our conversation earlier please make sure that the language be made clearer so as to avoid having to e-advertise and/or have these types of obstacles.

Should you have any questions, please let me know.

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

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: CDBG 2007 & HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since July 2007 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Guadalupe & Petra Palomarez	Total annual household income:	$ 15,174.60
	HUD Income Limits (family of 2):	$ 27,900.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$38,800.00
	Contractor:	J.D. Villarreal
	Precinct:	**2**
	Center siding on concrete foundation	

Existing Dwelling: 3 bedrooms frame home, built in 1968.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since June 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Maria Luisa Leon	Total annual household income:	$ 8,379.60
	HUD Income Limits (family of 1):	$ 24,450.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$36,700.00
	Contractor:	GMH Construction
	Precinct:	**3**
	Center siding on concrete foundation	

Existing Dwelling: 1 bedrooms frame home, built in 1994.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since May 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Federico Cardenas	Total annual household income:	$ 24,062.00
	HUD Income Limits (family of 3):	$ 31,400.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,000.00
	Contractor:	GMH Construction
	Precinct:	**2**
	Center siding on concrete foundation	

Existing Dwelling: 3 bedrooms frame home, built in 1971.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since January 2004 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Herlinda Serna	Total annual household income:	$ 7,644.00
	HUD Income Limits (family of 1):	$ 24,450.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,000.00
	Contractor:	GMH Construction
	Precinct:	**2**
	Center siding on concrete foundation	

Existing Dwelling: 3 bedrooms frame home, built in 1964.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-10751 **12.A.**

Planning Department
CC REGULAR

Date: 08/26/2008
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Reimbursement of Cash Deposit:
   a. Sunset Station Subdivision - Pct. 4 (Garco, Ltd.)
   b. MGM Grand Ranches Ph. 4-A - Pct. 4 (Garco, Ltd.)
   c. Palace Station Ph. 2 Subdivision - Pct. 4 (Garco, Ltd.)
   d. Sahara Estates Subdivision - Pct. 4 (Garco, Ltd.)
   e. Texas Station Ph. 1 - Pct. 4 (Garco, Ltd.)
   f. Sun Meadows Estates Subdivision - Pct. 1 (Larry Rogers)
   g. Torre Fuerte Subdivision - Pct. 1 (Jose Villarreal)

2. Appointment of Member for the Hidalgo County Subdivision Advisory Board - Leonel Garza - Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Link: Sunset Station - Reimburse

Link: MGM Phase 4A- Reimburse

Link: Palace Station 2 - Reimburse

Link: Sahara Estates - Reimburse

Link: Texas Station - Reimburse

Link: Sun Meadows Estates - Reimburse

Link: Torre Fuerte - Reimburse

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 04:05 PM	APRV
2	Dale Kennan	Dale Kennan	08/21/2008 07:59 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 10:00 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:23 PM	APRV

5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV
Form Started By: Nora Cavazos			Started On: 08/20/2008 03:37 PM	
Final Approval Date: 08/22/2008				

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

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

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

DATE: AUGUST 19, 2008

RE: SUNSET STATION SUBDIVISION – PCT. 4

ON MAY 23, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF NINETEEN (19) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $4,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FOUR (4) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTEEN SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $4,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$19,000.00
1ST REIMBURSEEMENT	$ 9,000.00
2ND REIMBURSEMENT	$ 4,000.00
BALANCE REMAINING	$ 6,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 056846

March 07, 2007

RECEIVED OF: Garco, Ltd. $19,000.00

Nineteen thousand and 00/100 DOLLARS

SUBDIVISION: Sunset Station **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

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

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

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	-1100-211-00-000-018-0-000
19,000.00	19,000.00
Other	
Total	19,000.00

M.O. ☐

CHECK ☒ 006627 **CASH** ☐

Rhonda Luevano
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
80-2141
1149

006627

3/6/2007

PAY TO THE ORDER OF HIDALGO COUNTY PLANNING DEPARTMENT $ **19,000.00

Nineteen Thousand and 00/100********** DOLLARS

HIDALGO COUNTY PLANNING DEPARTMENT

MEMO SUNSET STATION

⑈006627⑈ ⑆114921615⑆ ⑈0140003924⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

Eduardo Olivarez
Chief Administrative Officer

July 31, 2008

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

RE: SUNSET STATION

Dear Mr. Sesin:

According to our records **(13)** of the septic tank systems for **SUNSET STATION** a **19** lot subdivision, located on **TERRY AND PINKSTON ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: AUGUST 19, 2008

RE: MGM GRAND RANCHES PHASE 4-A – PCT. 4

ON JULY 18, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY NINE (29) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SEVEN SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$29,000.00
1ST REIMBURSEMENT	$ 6,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$22,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 056709

July 11, 2006

RECEIVED OF: Garco, Ltd. $29,000.00

Twenty nine thousand and 00/100 DOLLARS

SUBDIVISION: MGM Grand Ph 4 **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

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

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

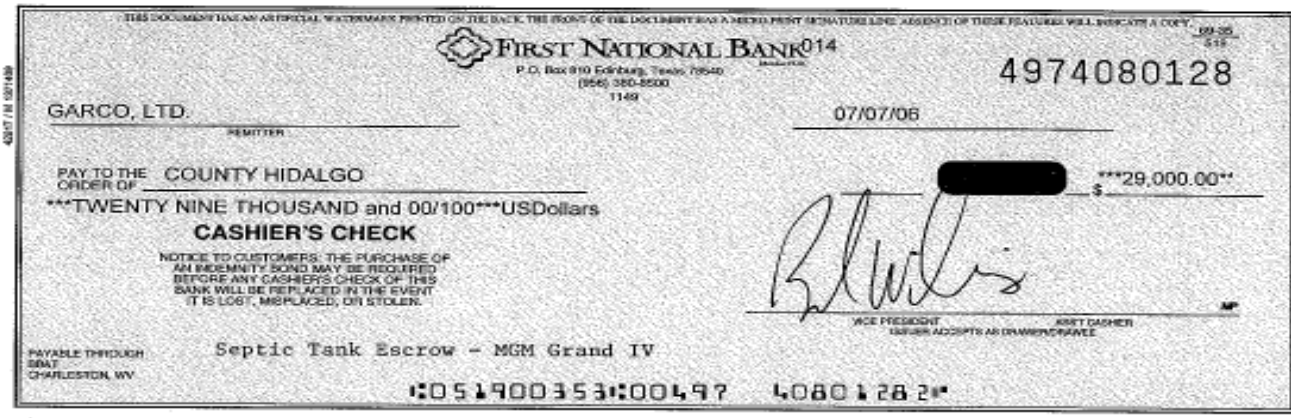
ESCROWS	
1/3 Paving	Acct#
Septic Tanks	02-1100-211-00-000-018-0-000
29 septics	29,000.00
Other	
Total	29,000.00

M.O. ☐

CHECK ☑ 4974080128 CASH ☐

Nora D. Carrasco
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

Eduardo Olivarez
Chief Administrative Officer

July 30, 2008

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

RE: MGM GRAND RANCHES IV-A

Dear Mr. Sesin:

According to our records **(SEVEN)** of the septic tank systems for **MGM GRAND RANCHES IV-A** a **29** lot subdivision, located on **ALAMO AND CURRY ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: AUGUST 19, 2008

RE: PALACE STATION PHASE 2 SUBDIVISION – PCT. 4

ON DECEMBER 19, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY EIGHT (38) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $5,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FIVE (5) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY (20) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $5,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$38,000.00
1ST REIMBURSEMENT	$15,000.00
2ND REIMBURSEMENT	$ 5,000.00

BALANCE REMAINING $18,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 056804

Dec. 13, 2006

RECEIVED OF: Garco, Ltd. $38,000.00

Thirty eight thousand and 00/100 DOLLARS

SUBDIVISION: Palace Station 2 DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

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

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

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	01-1100-211-00-000-018-0-000
38 tanks	38,000.00
Other	
Total	38,000.00

M.O. ☐ ☐

CHECK ☒ 006251 CASH ☐

Linda D. Campos
PREPARED BY:

Auditor's Form - ECPD 0001; Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
80-2141
1149

006251
12/12/2006

PAY TO THE ORDER OF COUNTY OF HIDALGO $ **38,000.00

Thirty-Eight Thousand and 00/100********** DOLLARS

COUNTY OF HIDALGO

MEMO PALACE STATION

⑈006251⑈ ⑆114921415⑆ ⑈0140003924⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

Eduardo Olivarez
Chief Administrative Officer

July 31, 2008

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

RE: PALACE STATION PHASE II

Dear Mr. Sesin:

According to our records **(20)** of the septic tank systems for **PALACE STATION** a **38** lot subdivision, located on **CANTON AND TOWER ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

mm

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

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

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

DATE: AUGUST 19, 2008

RE: SAHARA ESTATES SUBDIVISION – PCT. 4

ON MAY 23, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY FOUR (34) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $4,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FOUR (4) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED PLEASE FIND A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY NINE (29) SEPTICS HAVE BEEN INSTALLED, INSPECTED AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $4,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 34,000.00
1ST PARTIAL RELEASE	$ 6,000.00
2ND PARTIAL RELEASE	$19, 000.00
3RD PARTIAL RELASE	$ 4,000.00
BALANCE REMAINING	$ 5,000.00

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055696

May. 31, 2006

RECEIVED OF: Garco Ltd. $34,000.00

Thirty four thousand and 00/100 **DOLLARS**

SUBDIVISION: Sahara Estates **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

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

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

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	06-1100-211-00-000-018-0-000
34 Tanks	34,000.00
Other	
Total	34,000.00

M.O. ☐ ☐

CHECK ☑ 4974072816 CASH ☐

Maria D. Cavazos
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

69-35
519

FIRST NATIONAL BANK 014
Member FDIC
P.O. Box 810 Edinburg, Texas 78540
(956) 380-8500
1149

4974072816

05/31/06

GARCO, LTD. "Septic Tank Escrow
REMITTER Sahara Estates"

PAY TO THE ORDER OF COUNTY OF HIDALGO

A-2 [redacted] $ ***34,000.00**

THIRTY FOUR THOUSAND and 00/100USDollars

CASHIER'S CHECK

NOTICE TO CUSTOMERS: THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

Lisa Kalif MP
VICE PRESIDENT ASST CASHIER
ISSUER ACCEPTS AS DRAWER/DRAWEE

PAYABLE THROUGH
9&T
IARLESTON, WV

42817 / M 1371409

⑆051900353⑆00497 40728166⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department

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

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

Eduardo Olivarez
Chief Administrative Officer

July 31, 2008

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

RE: SAHARA ESTATES

Dear Mr. Sesin:

According to our records **(29)** of the septic tank systems for **SAHARA ESTATES** a **34** lot subdivision, located on **ALBERTA & TOWER ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

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

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

DATE: AUGUST 19, 2008

RE: TEXAS STATION PH. I SUBDIVISION – PCT. 4

ON DECEMBER 19, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY FIVE (25) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $14,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FOURTEEN (14) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FOURTEEN SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $14,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$25,000.00
1ST REIMBURSEMENT	$14,000.00
BALANCE REMAINING	$11,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

№ 056793

Official Receipt for Fees

Dec. 01, 20 06

RECEIVED OF: Garco, Ltd. $ 25,000.00

Twenty five thousand and 00/100 **DOLLARS**

SUBDIVISION: Texas Station **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

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

Other		
Total		

SUBDIVISION FEES
1100-341-30-210-001-0-000

Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS

1/3 Paving	Acct#
Septic Tanks	1100-1100-211-00-000-018-0-000
25 Tanks	25000.00
Other	
Total	25000.00

M.O. ☐

CHECK ☒ 006055 **CASH** ☐

PREPARED BY: Maria D Cavazos

Auditor's Form – ECPD 0001: Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
80-2141
1149

006055
11/28/2006

PAY TO THE ORDER OF COUNTY OF HIDALGO $ **25,000.00

Twenty-Five Thousand and 00/100********** DOLLARS

COUNTY OF HIDALGO

MEMO TEXAS STATION

⑈006055⑈ ⑆114921415⑆ ⑈0140003924⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

Eduardo Olivarez
Chief Administrative Officer

July 31, 2008

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

RE: TEXAS STATION

Dear Mr. Sesin:

According to our records **(14)** of the septic tank systems for **TEXAS STATION** a **25** lot subdivision, located on **TERRY AND PINKSTON ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: AUGUST 20, 2008

RE: SUN MEADOWS ESTATES SUBDIVISION – PCT. 1

ON OCTOBER 22, 2002, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FOURTEEN (14) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE COMPLETION OF THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF RECOMMENDS APPROVAL FOR A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 14,000.00
1ST REIMBURSEMENT	$ 3,000.00
2ND REIMBURSEMENT	$ 3,000.00
3RD REIMBURSEMENT	$ 1,000.00
4TH REIMBURSEMENT	$ 1,000.00
5TH REIMBURSEMENT	$ 1,000.00
6TH REIMBURSEMENT	$ 1,000.00
7TH REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 3,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055427

11-23, 2004

RECEIVED OF: RGM - JNG, Ltd. $ 14,000.00

Fourteen thousand and 00/100 DOLLARS

SUBDIVISION: San Madonna Estates **DEVELOPER** Larry Rodgers

COST OF PAVING _____ **COST OF DRAINAGE** _____ **PCT.** 1

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

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

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	64-1100-211-00-000-018-0-000
14-Septics	14,000.00
Other	
Total	14,000.00

M.O. ☐ ☐

CHECK ☒ 1049 CASH ☐

PREPARED BY: _____

Auditor's Form – ECPD 0001: Rev. 6-04

RGM - JNG, LTD
8002 W. EXP 83, STE B
HARLINGEN, TX 78552
(956) 440-7800

1049

88-901/1149

Date 11-23-04

Pay to the order of Hidalgo County $ 14,000.00

Fourteen Thousand and _____ Dollars

TEXAS STATE BANK
A BANK FOR TEXAS.
MCALLEN, TX 78502

For 14 SEPTIC TANKS - DEPOSIT ESCROW

Larry D Rogers

⑈001049⑈ ⑆114909013⑆ ⑈5112801211⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health Department

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

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

Eduardo Olivarez
Chief Administrative Officer

August 19, 2008

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

RE: SUN MEADOWS

Dear Mr. Sesin:

According to our records **(ONE)** of the septic tank systems for **SUN MEADOWS** subdivision, located on **MILE 10 NORTH AND 6 WEST,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

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

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

DATE: AUGUST 20, 2008

RE: TORRE FUERTE SUBDIVISION – PCT. 1

ON APRIL 26, 2005, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THREE (3) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 3,000.00
1ST REIMBURESMENT	$ 1,000.00
BALANCE REMAINING	$ 2,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055540

July 27, 2005

RECEIVED OF: Jose Villarreal $ 3,000.00

three thousand and 00/100 DOLLARS

SUBDIVISION: Tone Tuerta DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

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

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

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	1100-211-00-000-018-0-000
3 Units	3,000.00
Other	
Total	3,000.00

M.O. ☐ ☐

CHECK ☑ 1134 CASH ☐

PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

JOSE VILLARREAL
RR 1 BOX 227
DONNA, TX 78537

88-2141-1142 1134

DATE 7-26-05

PAY TO THE ORDER OF Hidalgo County $ 3000.00/xx

Three Thousand dollars DOLLARS

FIRST NATIONAL BANK

MEMO Septic Tank Escrow Jose Villarreal

⑈114921415⑈1134⑈0284002380⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

Eduardo Olivarez
Chief Administrative Officer

August 19, 2008

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

RE: TORRE FUERTE

Dear Mr. Sesin:

According to our records **(ONE)** of the septic tank systems for **TORRE FUERTE** a 4 lot subdivision, located on **MILE 6 WEST AND MILE 11 NORTH ,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

mm

AI-10732 **13.A.**

2008 -2009 D.A. Crime Victim Coordinator Grant Budget
CC REGULAR

Date: 08/26/2008
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

DA-Crime Victim Coordinator Grant (080-011-9):
1.) Approval of 2008 - 2009 D.A. Crime Victim Coordinator Budget, fund 1281, in the amount of $35,880.00.
2.) Approval to set salaries for the new fiscal year, FY 2009.
3.) Approval of salary schedule.

BACKGROUND

Funding provided by the OAG's Office. This grant got approved for 2 fiscal years (September 1, 2007-August 31, 2008 and September 1, 2008- August 31, 2009).

There is currently one vacant permanent full-time Crime Victim Coordinator position, slot #G001, object code 113, budgeted @ 28,520.00 plus related fringes totaling $35,880.00, which will remain in the salary schedule for FY 2009.

Fiscal Impact

FISCAL YEAR: 2008-2009 **ACCT. #:** 8-1281-412-00-080-011-9-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $35,880.00 for the Crime Victim Coordinator grant for FY 2009 (from 9-1-08 to 8-31-08).

Revenue Acct #8-1281-334-10-080-011-9-000 "Crime Victim Coordinator Revenues"

Attachments

Link: backup
Link: Crime Victim Coordinator Contract
Link: Crime Victim Coordinator BA
Link: Salary Schedule Submitted by dept

Link: Crime Vicitim Coordinator SS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 01:05 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/21/2008 08:03 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/21/2008 01:42 PM	APRV
4	Human Resources		08/22/2008 05:41 PM	NEW

Form Started By: Roy Cazares Started On: 08/20/2008 10:55 AM

Final Approval Date: 08/22/2008

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

AUG 21

Date: Monday, August 18, 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: 10732

C.C. Date: 08/25/2008

Dept: DA's –Crime Victim Coordinator Grant

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:

Title:

Date: 8/21/2008 **Time:** 3:30 PM

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2008 AND 2009

OAG Contract No. 0801720

Limitation of Liability of the OAG. The OAG and the VCLG Grantee stipulate and agree that the total liability of the OAG to the VCLG Grantee directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

For State Fiscal Year 2008 (September 1, 2007 to August 31, 2008), the total amount of this contract shall not exceed **THIRTY FIVE THOUSAND EIGHT HUNDRED EIGHTY ($35,880) DOLLARS.**

For State Fiscal Year 2009 (September 1, 2008 to August 31, 2009), the total amount of this contract shall not exceed **THIRTY FIVE THOUSAND EIGHT HUNDRED EIGHTY ($35,880) DOLLARS**.

State Fiscal Years 2008 and 2009 Budget. Subject to the limitations within this contract, for State Fiscal Year 2008 (September 1, 2007 to August 31, 2008) and State Fiscal Year 2009 (September 1, 2008 to August 31, 2009), the OAG will reimburse the VCLG Grantee for actual allowable expenses paid according to the following amounts and budget categories for services satisfactorily performed pursuant to this contract:

Budget Category	**FY 2008**	**FY 2009**
Personnel	**$28,520**	**$28,520**
Fringe Benefits	**$ 7,360**	**$ 7,360**
Professional & Contractual Services	**$ 0**	**$ 0**
Travel	**$ 0**	**$ 0**
Equipment	**$ 0**	**$ 0**
Supplies	**$ 0**	**$ 0**
Other Direct Operating Expenses	**$ 0**	**$ 0**
Total	**$35,880**	**$35,880**

DATE: **August 26, 2008**
DEPARTMENT HEAD: **RENE GUERRA, CRIMINAL DISTRICT ATTORNEY**
DEPARTMENT NAME: **DISTRICT ATTORNEY'S OFFICE**
ACCOUNT NUMBER: **8-1281-412-00-080-011-9 D.A. Crime Victim Coordinator Budget**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1281-412-00-080-011-9-113	Crime Victim Coordinator-Perm F/T Empl	28,520.00
8-1281-412-00-080-011-9-220	Crime Victim Coordinator-FICA	2,181.78
8-1281-412-00-080-011-9-211	Crime Victim Coordinator- Health Insurance	2,415.86
8-1281-412-00-080-011-9-212	Crime Victim Coordinator-Life Insurance	33.00
8-1281-412-00-080-011-9-230	Crime Victim Coordinator-Retirement	2,504.06
8-1281-412-00-080-011-9-250	Crime Victim Coordinator-Unemployment	142.60
8-1281-412-00-080-011-9-260	Crime Victim Coordinator-Workers' Comp.	82.70
	Total Appropriations	$35,880.00
8-1281-334-10-080-011-9-000	Crime Victim Coordinator Revenues	$35,880.00
TOTAL BUDGET INCREASE REQUEST		$35,880.00

REASON: 2008 – 2009 Crime Victim Coordinator Budget (period covers 9-1-08 to 8-31-09).

There are no areas in my current budget to reduce in order to fund the abo[illegible]

:RRA
EY

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

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

Office
1281-412-00-080-011-9
tember 1, 2008 - August 31, 2009
0

Slot No.	Job Title	Salary	FICA	Health Insurance	Life Insurance	Retirement	Unemployment	Workers' Compensation	Total
G001	CRIME VICTIM COORDINATOR-VACANT object code 113	$28,520.00	$2,181.78	$2,415.86	$33.00	$2,504.06	$142.60	$82.70	$35,880.00
	Grand Totals	$28,520.00	$2,181.78	$2,415.86	$33.00	$2,504.06	$142.60	$82.70	$35,880.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1281-412-00-080-011-9
CRIME VICTIM COORDINATOR

AI- 10732

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	CRIME VIC COOR	$28,520.00	$0.00	$28,520.00	0.04	$0.00	$0.00	$28,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Grand Totals	$28,520.00	$0.00	$28,520.00		$0.00	$0.00	$28,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approval to set salaries for new fiscal year, FY 2009 (9-1-08 to 8-31-09) pending CC approval

AI-10725 **14.A.**

Sheriff's Office VCLG Grant
CC REGULAR

Date: 08/26/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Emilia Uriegas
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Sheriff's Office - Crime Victim Grant:
1. Discussion, consideration, acceptance, and approval of the Sheriff's Office Crime Victim Grant (Account #8-1284-421-00-280-013-9-XXX) in the amount of $35,880.00 for FY2009 (effective 09/01/08 - 08/31/09).
2. Approval of salary schedule.

BACKGROUND

The Office of the Attorney General awarded the Sheriff's Office $71,760.00 for FY2008 and FY2009 ($35,880.00 per year). On 08/14/07, the grant was approved and accepted by Commissioner's Court (Item No. 12A.) Also approved was the budget for FY2008.

We are now requesting approval of the budget for FY2009. The Sheriff's Office will require additional funding from the General Fund for this position.

Fiscal Impact

Attachments

Link: Appropriation
Link: Salary Schedule
Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/20/2008 04:35 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 08:12 AM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 03:15 PM	APRV
4	Sergio Cruz	Sergio Cruz	08/22/2008 05:06 PM	APRV

5	Auditor's Office	08/22/2008 05:41 PM	NEW
Form Started By: Emilia Uriegas		Started On: 08/20/2008 08:57 AM	
Final Approval Date: 08/22/2008			

DATE: August 19, 2008
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Crime Victim
ACCOUNT NUMBER: 8-1284-421-00-280-013-9-XXX

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Loca Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
8-1284-421-00-280-013-9-113	CRIME VICTIM COORDINATOR-PERM F/T EMPL	27,498.00
8-1284-421-00-280-013-9-211	CRIME VICTIM COORDINATOR-HEALTH INS.	3,382.86
8-1284-421-00-280-013-9-212	CRIME VICTIM COORDINATOR-LIFE INSURANCI	33.00
8-1284-421-00-280-013-9-220	CRIME VICTIM COORDINATOR-FICA	2,103.60
8-1284-421-00-280-013-9-230	CRIME VICTIM COORDINATOR-RETIREMENT	2,452.82
8-1284-421-00-280-013-9-250	CRIME VICTIM COORDINATOR-UNEMPL COMP	137.49
8-1284-421-00-280-013-9-260	CRIME VICTIM COORDINATOR-WORKERS COMI	272.23
	TOTAL APPROPRIATIONS	35,880.00
8-1284-334-00-280-013-9-000	Crime Victim Liaison	35,880.00
	TOTAL REVENUES	35,880.00

REASON: **To appropriate budget for the Crime Victim Liaison grant award from the Office of the Attorney General. The grant period is September 01, 2008 to August 31, 2009.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1284-421-00-280-013-9
Crime Victim Liaison Grant

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY 8-1284-421-00-280-013-9	Other Allowances Longevity 115	2008 ACTUAL TOTAL COMPENSATION
G001	113	Crime Victim Liaison	$27,498.00	$0.00	$27,498.00

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, August 26, 2008

Agenda Item: 10725

Summary of request/proposal:
Sheriffs Department is requesting the approval of a Crime Victim Liaison position (slot # G001) in the amount of $36,764. Effective date of 09/01/08 - 08/31/09.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Crime Victim Liason	G313	113	0.00	8,786.00	8,786.00
1284	Crime Victim Liason	G001	113	0.00	27,498.00	27,498.00
				0.00	36,284.00	36,284.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-421-00-280-001-0- 113	SHERIFF- PERM F/T EMPLOYEES	$2,954.75
8-1100-421-00-280-001-0- 115	SHERIFF- LONGEVITY PAY	$40.72
8-1100-421-00-280-001-0- 211	SHERIFF- HEALTH INSURANCE	$339.09
8-1100-421-00-280-001-0- 212	SHERIFF- LIFE INSURANCE	$2.68
8-1100-421-00-280-001-0- 220	SHERIFF- FICA	$225.75
8-1100-421-00-280-001-0- 230	SHERIFF- RETIREMENT	$259.10
8-1100-421-00-280-001-0- 250	SHERIFF- UNEMPLOYMENT COMP	$14.76
8-1100-421-00-280-001-0- 260	SHERIFF- WORKER'S COMP	$134.57
	2008 General Fund Budgetary Impact	$3,971.42

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1284-421-00-280-013-8- 113	CRIME VICTIM COORD.- PERM F/T EMPLOYEES	$27,498.00
8-1284-421-00-280-013-8- 115	CRIME VICTIM COORD.- LONGEVITY PAY	$378.93
8-1284-421-00-280-013-8- 211	CRIME VICTIM COORD.- HEALTH INSURANCE	$3,155.71
8-1284-421-00-280-013-8- 212	CRIME VICTIM COORD.- LIFE INSURANCE	$25.00
8-1284-421-00-280-013-8- 220	CRIME VICTIM COORD.- FICA	$2,100.89
8-1284-421-00-280-013-8- 230	CRIME VICTIM COORD.- RETIREMENT	$2,411.22
8-1284-421-00-280-013-8- 250	CRIME VICTIM COORD.- UNEMPLOYMENT COMP	$137.31
8-1284-421-00-280-013-8- 260	CRIME VICTIM COORD.- WORKER'S COMP	$1,252.29
	9/1/08 thru 8/31/09 Grant Budgetary Impact	$36,959.35

2009 G/F Budgetary Impact: **$7,837.63**

Possible Funding Sources: To be funded from within General Fund

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-10806 **14.B.**

COPS Universal Hiring Grant-->GF
CC REGULAR

Date: 08/26/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Sheriff's Office

Information

CAPTION

Sheriff's Office:
1.- Approval to transfer 15 positions from COPS Universal Hiring Grant (program 280-001-0 and 280-022-5) to the Retention Phase of the grant (General Fund funding program 280-022-0) once the 36 month grant funding period is completed and grant funds exhausted.

2.- Approval of appropriation of funds for COPS Universal Hirong Grant (program 280-022-0) in the amount of $242,575.40.

3.- Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1284-421-00-280-022-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $242,575.40

Available balance in Revenue Account $255,000.00 8-1284-391-01-000-100-9-000

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	08/22/2008 05:38 PM	APRV
2	Budget & Management		08/22/2008 05:41 PM	NEW
Form Started By: Manuel Chapa			Started On: 08/22/2008 09:38 AM	
Final Approval Date: 08/22/2008				

8-1284-421-00-280-022-0-XXX

Yr Salary	Yr Longevity	Yr Suppl	PP Salary	PP Longevity	PP Supp		Pay Period Remaining	Salary	Longevity	Supp	Sub-Total	4,164	33	7.65%	8.78%	0.50%	4.56%	Grand-Total
36,480.00	-		1,403.08	-			9.00	12,627.69	-		12,627.69	1,561.50	12.38	966.02	1,108.71	63.14	575.82	16,915.26
41,800.00	300.00		1,607.69	12.50			10.00	16,076.92	125.00		16,201.92	1,735.00	13.75	1,239.45	1,422.53	81.01	738.81	21,432.47
41,800.00	180.00		1,607.69	7.50			10.00	16,076.92	75.00		16,151.92	1,735.00	13.75	1,235.62	1,418.14	80.76	736.53	21,371.72
39,330.00	60.00		1,512.69	2.50			7.00	10,588.85	17.50		10,606.35	1,214.50	9.63	811.39	931.24	53.03	483.65	14,109.77
38,000.00		1,500.00	1,461.54	-	62.50		6.00	8,769.23	-	375.00	9,144.23	1,041.00	8.25	699.53	802.86	45.72	416.98	12,158.58
41,800.00	240.00		1,607.69	10.00			8.00	12,861.54	80.00		12,941.54	1,388.00	11.00	990.03	1,136.27	64.71	590.13	17,121.68
38,000.00	-		1,461.54	-			10.00	14,615.38	-		14,615.38	1,735.00	13.75	1,118.08	1,283.23	73.08	666.46	19,504.98
41,800.00	180.00		1,607.69	7.50			9.00	14,469.23	67.50		14,536.73	1,561.50	12.38	1,112.06	1,276.32	72.68	662.87	19,234.55
38,000.00	-		1,461.54	-			2.00	2,923.08	-		2,923.08	347.00	2.75	223.62	256.65	14.62	133.29	3,901.00
39,330.00	60.00		1,512.69	2.50			7.00	10,588.85	17.50		10,606.35	1,214.50	9.63	811.39	931.24	53.03	483.65	14,109.77
41,800.00	120.00		1,607.69	5.00			10.00	16,076.92	50.00		16,126.92	1,735.00	13.75	1,233.71	1,415.94	80.63	735.39	21,341.35
39,330.00	60.00		1,512.69	2.50			3.00	4,538.08	7.50		4,545.58	520.50	4.13	347.74	399.10	22.73	207.28	6,047.05
41,800.00	300.00		1,607.69	12.50			10.00	16,076.92	125.00		16,201.92	1,735.00	13.75	1,239.45	1,422.53	81.01	738.81	21,432.47
38,000.00	-		1,461.54	-			6.00	8,769.23	-		8,769.23	1,041.00	8.25	670.85	769.94	43.85	399.88	11,702.99
41,800.00	300.00	1,500.00	1,607.69	12.50	62.50		10.00	16,076.92	125.00	625.00	16,826.92	1,735.00	13.75	1,287.26	1,477.40	84.13	767.31	22,191.78
	1,800.00	3,000.00				**AMOUNT**		**$ 181,135.77**	**$ 690.00**	**$ 1,000.00**	$ 182,825.77	**$ 20,299.50**	**$ 160.88**	**$ 13,986.17**	**$ 16,052.10**	**$ 914.13**	**$ 8,336.86**	**$ 242,575.40**
						OBJECT--->		**113**	**115**	**117**		**211**	**212**	**220**	**230**	**250**	**260**	

AI-10747 **15.A.**

Request for Reimbursement
CC REGULAR

Date: 08/26/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Requesting approval to reimburse ROW employee for the purchase of fuel for a ROW vehicle (Unit #37) from Stripes # 2214 located at 9224 E. Hwy 107 Edinburg, Texas in the amount of $71.68. Employee purchased fuel using personal funds due to COMPDATA card being declined at the pump.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1200-431-00-260-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $448.97 as of 8/21/08.

Attachments

Link: Exhibits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 08:13 AM	APRV
2	Dale Kennan	Dale Kennan	08/21/2008 08:46 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 10:05 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:22 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV
Form Started By: Sandra Garcia			Started On: 08/20/2008 03:12 PM	
Final Approval Date: 08/22/2008				

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

Memorandum

From: Jose N. Pena, Right of Way Director

Date: August 20, 2008

Re: Request for Reimbursement

One of our employees, Eduardo Z. Gonzales, went to the Stripes No. 2214 store located on 9224 E. Hwy 107 in Edinburg, Texas to fuel his county unit and claimed that his pump was not working and had to go into the store and pay with his personal funds. Therefore he is requesting reimbursement in the amount of $71.68.

Please process as soon as possible out of account no. 8-1200-431-00-260-001-0-682.

Thank you in advance for your prompt attention to this matter. Should you have any questions or comments, please feel free to contact our office at 956-283-8134.

If an employee finds it necessary to purchase fuel for a county vehicle or rental vehicle with personal funds, as opposed to the fuel card, a request for reimbursement should be submitted to the County Auditor's Accounts Payable Division, along with proper supporting documentation (i.e. original receipts).

Fuel cards will have a credit limit of $500.00 per month and two transactions per day, unless otherwise requested and approved.

PROCEDURES

The following procedures are required and will be adhered to when using the Card.

a. A Statement of Understanding (attached hereto) acknowledging the understanding of this policy, and the sanctions for misuse must be signed and kept in a file by the Elected Official/Department Head/Agency and Program Director for each individual utilizing the card.

b. A Purchase Order for the purchase of fuel must be open and valid prior to using the Card. All funds for the Cards shall be in the appropriated budget line items.

c. A signed roster of the employees using or possessing a card must be kept with the Elected Office/Department Head with a copy to the Purchasing Department (County Wide Administrator) Agent.

d. If an emergency arises requiring the Employee to use the Card for purchases other than fuel, the employee shall contact his/her supervisor. The supervisor in turn shall notify the Hidalgo County Purchasing Department who in turn must declare the emergency in accordance with Chapter Nine of the Hidalgo County Purchasing Policy. The employee is not to use the Card until such authorization has been authorized by the Hidalgo County Purchasing Agent.

e. When using the Card at a self serve pump, the employee will:
    - Enter the vehicle number.
    - Enter the odometer reading.
    - Enter P.I.N. (Personal Identification Number).
    - Request for receipt.
    - Sign or initial receipt and write in his/her County Employment Identification Number.
    - Submit receipt to their Elected Office/Department/Agency or Program Budget Clerk the same date.
    - If fueling after established Office/Department/Agency or Program hours, submit the receipt to the Elected Official/Department Head the next business day.

HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eduardo Z. Gonzalez, do hereby state that the item(s) listed on the invoice(s)
Purchaser's Name
named below were purchased for the exclusive use of Hidalgo County:

ODOMETER	DATE	AMOUNT	NAME OF COMPANY
143626	7/24/08	$71.68	STRIPES NO. 2214 9224 E. HWY 107 EDBG, TX

TOTAL $ 71.68

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: E. Z. Gonzalez
TITLE: ROW AGENT
(PERSON MAKING PURCHASE)

ACKNOWLEDEMENT

Before me Sandra Garcia, a Notary Public, appeared Eduardo Z. Gonzalez and on his oath deposed and stated that the foregoing facts as set forth in the above request for reimburement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL)

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 04/19/2006

143626
L. Z Gonzalez
Stripes
San Carlos
33,522 miles

Stripes 2214
9224 E HWY 107
EDINBURG, TX
956-386-1487

TP48582321-001 STRIPES # 2214
HWY 107 @ VALVERDE
EDINGBURG TX 78

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #03	18.867G	71.68
SELF @ 3.799/ G		
Subtotal		71.68
Tax		0.00
TOTAL		**71.68**
CREDIT $		71.68

CARD TYPE: AMEX
CARD NAME: EDUARDO Z GONZALEZ
ACCT NUMBER: XXXXXXXXXXX3001
TRANS TYPE: SALE
APPROVAL: 562996
INVOICE: 062583

APPROVED 562996
****

THANKS,COME AGAIN
ST# 2214 TILL XXXX DR# 1 TRAN# 1034948
CSH: RODRIGO 07/24/08 21:50:08

< DUPLICATE RECEIPT >

Descr.	qty	amount
UNLD CA #03	18.867G	71.68
SELF @ 3.799/ G		
Subtotal		71.68
Tax		0.00
TOTAL		71.68
CREDIT $		71.68

CARD TYPE: AMEX
CARD NAME: EDUARDO Z GONZALEZ
ACCT NUMBER: XXXXXXXXXXX3001
TRANS TYPE: SALE
APPROVAL: 562996
INVOICE: 062583

I AGREE TO PAY TOTAL AMOUNT ACCORDING TO
CARD ISSUER AGREEMENT. _____ INITIALS
X_____
APPROVED 562996
****
THANKS,COME AGAIN
ST# 2214 TILL XXXX DR# 1 TRAN# 1034948
CSH: RODRIGO 07/24/08 21:50:08

Stripes 2214
9224 E HWY 107
EDINBURG, TX
956-386-1487

TP48582321-001 STRIPES # 2214
HWY 107 @ VALVERDE
EDINGBURG TX 78

AI-10753 **16.A.**

General and Special Revenue Funds Increased
CC REGULAR

Date: 08/26/2008
Submitted By: Yolanda Agado, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Information

CAPTION

Presentation for discussion, consideration and action of the following:
1. Approval to increase General Fund Revenues by $4,056,455.88
2. Approval to increase Special Revenue Funds by $1,382,849.55

BACKGROUND

Schedule of revised 2008 Revenues Estimates New Sources of Revenues

Fiscal Impact

Attachments

Link: Schedule of Revised 2008 Revenue Estimates

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 04:05 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/21/2008 09:40 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 10:06 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:23 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Yolanda Agado — Started On: 08/20/2008 03:47 PM

Final Approval Date: 08/22/2008

HIDALGO COUNTY - GENERAL FUND
SCHEDULE OF REVISED 2008 REVENUE ESTIMATES
NEW SOURCES OF REVENUE

Budget Amendment
Enter Revenue Estimate Increase column.

		2008 Original Budget	7/31/2008 Adjusted Budget	Revenue Estimate Increase	Revised 2008 Revenue Estimate
Intergovernmental:					
1100-334-00-130-000-0-000	Voter Registration	-	-	4,769.92	4,769.92
	Total Intergovernmental	-	-	4,769.92	4,769.92
Charges for Services:					
1100-341-10-090-010-0-000	District Clerk-Expungement Fee Minors	-	-	50.00	50.00
1100-341-10-090-012-0-000	District Clerk-Drug Court Costs	-	-	7,500.00	7,500.00
1100-341-10-140-037-0-000	Tax A/C-Commissions & Costs-La Joya	-	-	20,000.00	20,000.00
1100-341-10-140-038-0-000	Tax A/C-Commissions & Costs-La Joya ISD	-	-	125,000.00	125,000.00
1100-341-10-180-015-0-000	County Clerk-Drug Court Cost Fee	-	-	30,000.00	30,000.00
1100-341-30-210-003-0-000	Utilities Certificate Fees	-	-	145,000.00	145,000.00
1100-342-10-060-003-0-000	Justice of the Peace-School Arrest Fees	-	-	10,000.00	10,000.00
1100-342-20-060-001-0-000	Fire Marshal Arrest Fees	-	-	300.00	300.00
	Total Charges for Services	-	-	337,850.00	337,850.00
Fines and Forfeits:					
1100-352-20-080-000-0-000	Gambling Proceeds	-	-	11,792.45	11,792.45
	Total Fines and Forfeits	-	-	11,792.45	11,792.45
Other:					
1100-360-00-000-000-0-000	Miscellaneous -Other [1]	-	-	3,690,968.31	3,690,968.31
1100-361-11-000-008-0-000	Interest Earnings -Justice of the Peace Now Interest	-	-	0.27	0.27
1100-364-00-000-000-0-000	Contributions and Donations	-	-	300.00	300.00
	Total Other	-	-	3,691,268.58	3,691,268.58
Proceeds of Capital Asset Dispositions:					
1100-392-10-000-000-0-000	Sale of General Capital Assets	-	-	10,774.93	10,774.93
	Total Proceeds of Capital Asset Dispositions	-	-	10,774.93	10,774.93
	Total Estimated Revenues and Other Financing Sources	-	-	4,056,455.88	4,056,455.88

[1] This account is not a new source. Estimating for Treasurer's receipts no. 119654 5/20/08 only.

JE-_____

HIDALGO COUNTY
SCHEDULE OF REVISED 2008 REVENUE ESTIMATES
NEW SOURCES OF REVENUES

Budget Amendment

			Increase 2008 Budget
SPECIAL REVENUE FUNDS			
1200	Road and Bridge County Wide		
	Gross Weight & Axle Weight Fees	8-1200-322-20-140-002-0-000	120,000.00
			120,000.00
1201	Road and Bridge Precinct No. 1		
	Drainage District 1	8-1201-337-00-121-002-0-000	8,334.00
	BCAP Force Accounts	8-1201-341-50-121-000-0-000	63,693.01
	Miscellaneous revenue	8-1201-360-00-000-000-0-000	47.78
	Miscellaneous-Road Dist No. 2,7,11 Tax Collections	8-1201-360-00-000-001-0-000	44.36
			72,119.15
1202	Road and Bridge Precinct No. 2		
	City of Hidalgo-South McColl Road	8-1202-337-00-122-008-0-000	94,071.15
	City of McAllen-South McColl Road	8-1202-337-00-122-013-0-000	750,000.00
	Miscellaneous revenue	8-1202-360-00-000-000-0-000	532.55
	Sale of capital assets	8-1202-392-10-000-000-0-000	6,120.00
			850,723.70
1203	Road and Bridge Precinct No. 3		
	Miscellaneous revenue	8-1203-360-00-000-000-0-000	326.06
			326.06
1204	Road and Bridge Precinct No. 4		
	City of Edinburg-10th Street	8-1204-337-00-124-001-0-000	76,003.20
	Miscellaneous revenue	8-1204-360-00-000-000-0-000	23.12
	Miscellaneous-Road Dist No. 15 Tax Collections	8-1204-360-00-000-001-0-000	160.63
	Sale of capital assets	8-1204-392-10-000-000-0-000	49.50
			76,236.45
1211	Parks Precinct No. 1		
	Interest earnings	8-1211-361-10-000-000-0-000	4,000.00
			4,000.00
1220	Various Officials LEOSE		
	Interest earnings	8-1220-361-10-000-000-0-000	800.00
			800.00
1221	District Attorney Motor Vehicle Theft		
	Interest earnings	8-1221-361-10-000-000-0-000	300.00
			300.00
1222	District Attorney Motor Vehicle Theft		
	Miscellaneous revenue	8-1222-360-00-000-000-0-000	167.05
			167.05
1223	DA Investigation Fund H.B. 65		
	Miscellaneous revenue	8-1223-360-00-000-000-0-000	46.00
	Sales of capital assets	8-1223-392-10-000-000-0-000	31,654.22
			31,700.22
1224	Drug Abuse Prevention and Rehabilitation Fund		
	10% of Court ordered confiscations	8-1224-352-30-080-000-0-000	1,380.30
	Interest earnings	8-1224-361-10-000-000-0-000	50.00
			1,430.30
1226	Sheriff Investigation Fund		
	Interest earnings	8-1226-361-10-000-000-0-000	400.00
			400.00

JE-_____

HIDALGO COUNTY
SCHEDULE OF REVISED 2008 REVENUE ESTIMATES
NEW SOURCES OF REVENUES

Budget Amendment			Increase 2008 Budget
1227	Sheriff Investigation Fund H.B. 65		
	Sales of capital assets	8-1227-392-10-000-000-0-000	10,755.00
			10,755.00
1229	Sheriff - Federal Sharing - U.S. Department of Justice		
	Miscellaneous revenue	8-1229-360-00-000-000-0-000	426.00
			426.00
1230	Constable Precinct No. 3 Investigation Fund H.B. 65		
	Interest earnings	8-1230-361-10-000-000-0-000	100.00
			100.00
1232	Constable Precinct No. 5 Investigation Fund H.B. 65		
	Interest earnings	8-1232-361-10-000-000-0-000	20.00
			20.00
1234	County Child Abuse Prevention Fund		
	District Clerk Child Abuse Prevention Fees	8-1234-341-10-090-000-0-000	2,500.00
	Interest earnings	8-1234-361-10-000-000-0-000	20.00
			2,520.00
1236	County Records Management and Preservation Fund		
	Title IV-D cases redirected and registration services	8-1236-331-00-090-001-0-000	1,500.00
	Interest earnings	8-1236-361-10-000-000-0-000	75.00
			1,575.00
1240	Juvenile Delinquency Prevention Fund		
	Juvenile delinquency prevention- district clerk	8-1240-341-10-090-001-0-000	300.00
	Juvenile delinquency prevention- county clerk	8-1240-341-10-180-001-0-000	20.00
	Interest earnings	8-1240-361-10-000-000-0-000	20.00
			340.00
1247	Law Library Fund		
	Miscellaneous revenue	8-1247-360-00-000-000-0-000	177.00
			177.00
1249	Indigent Health Care Fund		
	Miscellaneous revenue	8-1249-360-00-000-000-0-000	1,892.86
	Interest earnings	8-1249-361-10-000-000-0-000	70,000.00
			71,892.86
1250	Supplemental Court Guardianship Fund		
	Supplemental court guardianship fee- county clerk	8-1250-341-10-180-001-0-000	10,000.00
	Interest earnings	8-1250-361-10-000-000-0-000	100.00
			10,100.00
1251	Supplemental Court Guardianship Fund		
	Miscellaneous revenue	8-1251-360-00-270-000-0-000	130.76
	Interest earnings	8-1251-361-10-270-000-0-000	25,000.00
	Sale of capital assets	8-1251-392-10-270-000-0-000	92,610.00
			117,740.76
1252	HIDTA Federal Sharing - U.S. Treasury		
	Interest earnings	8-1252-361-10-270-000-0-000	6,000.00
			6,000.00

JE-_____

HIDALGO COUNTY
SCHEDULE OF REVISED 2008 REVENUE ESTIMATES
NEW SOURCES OF REVENUES

Budget Amendment

			Increase 2008 Budget
1253	HIDTA Other State Asset Forfeiture Fund		
	Interest earnings	8-1253-361-10-270-000-0-000	3,000.00
			3,000.00
	Total Special Revenue Funds		$ 1,382,849.55

8/20/2008

AI-10726 **17.A.**

Inter-Local w/City of Pharr and request for new position
CC REGULAR

Date: 08/26/2008
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Armando Barrera Jr., TAC
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

1. Discussion, consideration and approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection of Taxes between: Hidalgo County and City of Pharr effective October 1, 2008.
2. Approval to create one (1) new permanent full-time Administrative Assistant position, slot no. 140-001-0128 budgeted at 30,000.00 per year effective October 01, 2008.
3. Approval of revised salary schedule.

BACKGROUND

Funding pending approval of interlocal agreement.
Effective Oct. 1, 2008
Appropriation will be done before October 1, 2008
Contract Amount $ 60,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-15-140-001-0-
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for position pending CC approval. Effective Oct. 1, 2008. Cost of position to be reimbursed through interlocal agreeement.

Attachments

Link: Agreement
Link: Job Description
Link: PAR
Link: Fiscal Note*
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 10:03 AM	APRV
2	Erika Reyna	Erika Reyna	08/22/2008 10:19 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/22/2008 05:38 PM	APRV

4	Auditor's Office	08/22/2008 05:41 PM	NEW
Form Started By: Neida Chavana		Started On: 08/20/2008 09:01 AM	
Final Approval Date: 08/22/2008			

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AE 10726

INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Agreement made and entered into this _____ day of _____, 20___, by and between the County of Hidalgo (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the City of Pharr, Texas, (hereinafter called "CITY") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereafter called "TAC") and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23 (a) (4), 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereafter called "Tax Code") and Article 4413 (32c), V.T.C.S., known as the "Inter-local Cooperation Act";

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

This Agreement is for the collection of CITY taxes for the 2008 Tax Year effective OCTOBER 1ST · 2008. This Agreement shall be automatically renewed for subsequent tax years, on SEPTEMBER 30TH of each calendar year unless either party gives written notice to the other of its intent to terminate this agreement, at least thirty (30) days prior to the renewal date.

II. APPOINTEMENT:

The CITY appoints the TAC as the Assessor-Collector of taxes for the CITY for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the

CITY in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the CITY, both current and delinquent, including taxes previously assessed by the CITY. The TAC shall remain in the sole employ and control of the COUNTY.

III. DESCRIPTION OF SERVICES:

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:

   A. Compute and publish the effective tax rate subject to consideration and approval of the CITY. Expenses for all notices and publications shall be borne by the CITY;

   B. Establish the tax roll based on property values and exemption certified by the Appraisal District and the tax rate, exemptions, and discounts authorized by the CITY;

   C. Prepare and mail tax statements for all of the CITY tax accounts;

   D. Receive payment of taxes on behalf of the City;

   E. Refund overpayment or erroneous payments of taxes as provided by law.

   F. Disburse tax monies received at the COUNTY Tax Office during the term of this contract, on the next business day. All other payments received at the COUNTY 'S Depository Bank ("Bank") will be received in accordance with the terms of the lock box processing agreement between the BANK and the COUNTY.

   G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10, to the City accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad-valorem taxes. The COUNTY shall also provide current and delinquent tax rolls, quarterly status reports, on partial payment contracts, and delinquent tax statements upon request.

   H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of the Agreement. The TAC activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State Law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with Section 31.07 of the Property Tax Code which states that if a collector accepts a partial payment of a tax bill that includes taxes for more than one taxing unit, the collector shall allocate the partial payment among all the taxing units included on the bill in proportion to the amount of tax included in the bill for each taxing unit.

J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the TAC or Appraisal as described by the Property Tax Code.

K. The TAC will limit the time frame allowed for installment payment agreement on delinquency property taxes owing to the City to no more than twelve (12) months. Written approval must be obtained for the City Manager or his designee for deviations.

L. The TAC will refrain from seizing and/or selling any property pertaining to the CITY'S Tax Roll, having a homestead designation, for payment of delinquent taxes, without written approval.

M. The TAC will certify to the Board an estimate of the collection rate of the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code Sec. 26.04(b). The CITY and COUNTY agree that interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.

2. The CITY hereby specifically authorizes and empowers Hidalgo County, Texas, its employees, officials and agents to perform and all acts which the COUNTY, its employees, officials, and agents determine necessary proper, and in the best interest of the CITY in order to accomplish the services hereby agreed to be performed by the COUNTY.

3. The following duties and responsibilities of the CITY are specifically excluded from this Agreement:

A. Any obligation of the Hidalgo County Appraisal District;

B. Adoption of a tax rate for the CITY;

C. Obligation of the CITY regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and

D. Any other obligations imposed by law upon the CITY not specifically agreed to be performed herein by the COUNTY.

E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and Laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues by the COUNTY, including funds held in trust for the CITY.

V. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Texas Tax Code, the CITY hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the CITY as provided herein.

2. Pursuant to Subsection (c.), Section 6.30, Texas Property Tax Code Ann., if the CITY has entered into a contract with a law firm to represent the CITY in the enforcing and collecting of delinquent taxes, the attorney's compensation is set forth in such contract. A copy of the CITY'S Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by reference as Exhibit "A".

3. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees to produce and deliver to the "CITY'S" delinquent tax attorney a Notice of Delinquency that includes the additional penalty to defray the costs of collection for mailing to the property owner at least thirty (30) and not more than sixty (60) days before July 1.

4. No installment agreement for the payment of CITY'S delinquent taxes, which are in excess of $5,000.00, will be entered into by the TAC without the prior approval of the CITY. No installment agreements on behalf of the CITY will be entered into prior to July 1 for payment of current year delinquent taxes.

VI. CONSIDERATION:

1. The CITY hereby agrees to pay and the COUNTY agrees to accept a fee of $60.000 of all current and delinquent base taxes collected from OCTOBER 1ST, 2008, through SEPTEMBER 30TH, 2009. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the CITY, prior to May 1, the fee for the following year. The CITY will have until June 1, to accept the recommended fee.

2. The COUNTY will deduct a 1/12th - collection fee from monthly collections and submit monthly collections reports.

3. If for any reason the CITY is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the COUNTY'S mailing of its

own Tax Bills, the CITY agrees to assume the entire cost for such additional mailing. It is understood however, that the CITY will be charged a prorated amount on an equal basis if another Entity is consolidated on such billing.

4. The CITY is to provide in writing its adopted tax rate to the COUNTY no later than October 1st of each year and the COUNTY is to mail out the consolidated tax statements no later than November 1st of each year. If the CITY fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, then the COUNTY at its own expense will mail a separate tax statement for the CITY by November 1st.

5. The CITY will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the CITY in an amount to be determined by the CITY.

VI. MISCELLANEOUS:

1. It is expressly understood and agreed that, in the execution of this Agreement, neither the COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY:
Hon. J.D. Salinas, County Judge
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, Texas 78540

WITH COPIES TO:
Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufracio, County Auditor
100 E. Cano, 3rd Floor
Edinburg, Texas 78539

IF TO THE CITY:
Hon. Leopoldo Palacios, Mayor
City of Pharr
P.O. Box 1729
Pharr, Texas 78577

3. TEXAS LAW TO APPLY: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

4. LEGAL CONSTRUCTION: 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.

6. PRIOR AGREEMENT SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, _____.

COUNTY OF HIDALGO:

BY:_____
J.D. Salinas
County Judge
Hidalgo County, Texas

CITY OF PHARR

BY:_____
Leopoldo Palacios, Mayor
City of Pharr

ATTEST:

_____
Arturo Guajardo,
County Clerk
Hidalgo County

_____
Aida B. Montoya, City Secretary

HIDALGO COUNTY
TAX OFFICE/MOTOR VEHICLE DEPARTMENT

Job Title:	**Administrative Assistant**	**FLSA Status:**	**Exempt**
Dept No:	**140-001**	**Service Status:**	**Exempt**

SUMMARY:
Performs a variety of clerical procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist Tax Assessor/Collector with any duty assigned;
- Responsible for all Tax Assessor/Collector files;
- Responsible for maintaining budge in coordination with all purchases throughout the year;
- Review and answer correspondence, compose letters and office forms;
- Type correspondence and other documents and materials, using a typewriter and/or word processing software;
- Use spreadsheet and/or database software to input and retrieve information;
- Establish and maintain records and files related to Tax Office;
- Conduct research, as needed to respond to routine questions by taxpayers;
- Review and process documents requiring basic knowledge in Tax field;
- Prepare and mail response to routine inquiries;
- Prepare and issue documents according to specific instructions or established guidelines;
- Perform other clerical duties as required, including filing, coding recording information making copies, sorting, and distributing mail, faxing and shredding;
- Prepare time sheets;
- Responsible for Refund Records;
- Proofread records or forms;
- Address envelopes or packages;
- Deal with the public and solve taxpayer problems in person or by telephone, convey messages and make telephone calls;
- Must be flexible and available to perform other duties as assigned. Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job;
- Must be able to perform consistently and effectively under extreme pressure;
- Must observe all rules and safety procedures;
- Must comply with all board of Tax Professional requirements;
- Regular attendance is a must;
- Ability to work well with others;
- Perform any other duties as assigned;

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

EDUCATION and/or EXPERIENCE

- High School Diploma or GED with courses in typing, plus a minimum of one (1) year of responsible managerial work experience, preferably with governmental entity; OR
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities;
- Bilingual preferred;

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;
- Provide letter of recommendation from previous employer;
- Provide copies of diplomas and certificates of achievements;

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of customers or employees of organization;
- Ability to add, subtract, multiply and dive in all units of measure, using whole numbers, common fractions and decimals;
- Ability to compute rate, radio and percent to draw and interpret bar graphs;
- Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagram form;
- Ability to deal with problems involving several concrete variables in standardized situations;

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

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

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

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

Maintain mental capacity, which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Tax Office-140 **DATE:** 09/22/08

CURRENT POSITION TITLE: — **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Administrative Assistant 140-001-0128
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 30,000.00 (Proposed Budgeted Salary) $ 30,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other PC ~~NO BUDGETARY IMPACT~~ FUNDED BY INTER-LOCAL AGREEMENT FOR TAX COLLECTIONS WITH THE CITY OF PHARR.

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☑
N/A	☐		

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

See Attached.

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

sdfsdfsdf SEE ATTACHED.

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

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

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

~~NO BUDGETARY IMPACT~~ - FUNDED BY INTER-LOCAL AGREEMENT FOR TAX COLLECTIONS WITH THE CITY OF PHARR.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, August 26, 2008

Agenda Item: AI-10726

Summary of request/proposal: The Tax Office is requesting to create one (1) Permanent Full-Time Administrative Assistant position, slot no. 140-001-0128

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1100	ADMINISTRATIVE ASSISTANT	0128	113	0.00	30,000.00	30,000.00
						30,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8- 1100-415-15-140-001-0-	113	TAX OFFICE	F/T EMPLOYEE	7,557.25
8- 1100-415-15-140-001-0-	211	TAX OFFICE	HEALTH INSURANCE	1,048.95
8- 1100-415-15-140-001-0-	212	TAX OFFICE	LIFE INSURANCE	8.31
8- 1100-415-15-140-001-0-	220	TAX OFFICE	FICA	578.13
8- 1100-415-15-140-001-0-	230	TAX OFFICE	RETIREMENT	663.53
8- 1100-415-15-140-001-0-	250	TAX OFFICE	UNEMPLOYMENT COMP	37.79
8- 1100-415-15-140-001-0-	260	TAX OFFICE	WORKER'S COMP	31.74
			2008 Budgetary Impact	9,925.70

2009 Budgetary Impact: 39,402.00

Possible Funding Sources: GENERAL FUND/ CO WIDE CONTINGENCY (COST OF POSITION TO BE REIMBURSED BY INTER-LOCAL AGREEMENT.

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-15-140-001-0
TAX OFF

AI-10726

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR	$74,012.00	$0.00	$74,012.00	0.04	$2,960.00	$0.00	$76,972.00	$76,972.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$84,972.00
0002	113	CHIEF OF OPER	$62,740.00	$0.00	$62,740.00	0.04	$2,510.00	$0.00	$65,250.00	$65,250.00	$600.00	$0.00	$0.00	$6,940.00	$0.00	$72,790.00
0003	113	TAX COLL MGR	$57,590.00	$0.00	$57,590.00	0.04	$2,304.00	$0.00	$59,894.00	$59,894.00	$1,500.00	$0.00	$0.00	$2,800.00	$0.00	$64,194.00
0004	113	MOTOR VEH MGR	$53,433.00	$0.00	$53,433.00	0.04	$2,137.00	$0.00	$55,570.00	$55,570.00	$0.00	$0.00	$0.00	$5,625.00	$0.00	$61,195.00
0005	113	CHF FRAUD INV	$48,190.00	$0.00	$48,190.00	0.04	$1,928.00	$0.00	$50,118.00	$50,118.00	$480.00	$0.00	$0.00	$0.00	$500.00	$51,098.00
0006	113	TAX ASSNG MGR	$49,350.00	$0.00	$49,350.00	0.04	$1,974.00	$0.00	$51,324.00	$51,324.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$53,244.00
0007	113	ACCT REPT SPC	$48,320.00	$0.00	$48,320.00	0.04	$1,933.00	$0.00	$50,253.00	$50,253.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$52,233.00
0008	113	HEAD ACCT	$46,260.00	$0.00	$46,260.00	0.04	$1,850.00	$0.00	$48,110.00	$48,110.00	$1,020.00	$0.00	$0.00	$1,500.00	$0.00	$50,630.00
0009	113	COMP SYS ADM	$43,730.00	$0.00	$43,730.00	0.04	$1,749.00	$0.00	$45,479.00	$45,479.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$47,459.00
0010	113	FRAUD INVSTGR	$42,166.00	$0.00	$42,166.00	0.04	$1,687.00	$0.00	$43,853.00	$43,853.00	$0.00	$0.00	$0.00	$0.00	$500.00	$44,353.00
0011	113	EXECUTIVE ASST	$44,800.00	$0.00	$44,800.00	0.04	$1,792.00	$0.00	$46,592.00	$46,592.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$47,972.00
0012	113	ACCOUNTANT	$41,755.00	$0.00	$41,755.00	0.04	$1,670.20	$0.00	$43,425.00	$43,425.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,845.00
0013	113	ACCOUNTANT	$41,755.00	$0.00	$41,755.00	0.04	$1,670.20	$0.00	$43,425.00	$43,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,425.00
0014	113	ACCOUNTANT	$41,755.00	$0.00	$41,755.00	0.04	$1,670.20	$0.00	$43,425.00	$43,425.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,205.00
0015	113	ACCOUNTANT	$38,953.00	$0.00	$38,953.00	0.04	$1,558.00	$0.00	$40,511.00	$40,511.00	$360.00	$0.00	$0.00	$1,500.00	$0.00	$42,371.00
0016	113	HEAD BOOKKEEPR	$37,897.00	$0.00	$37,897.00	0.04	$1,515.88	$0.00	$39,413.00	$39,413.00	$600.00	$0.00	$0.00	$0.00	$0.00	$40,013.00
0017	113	SUPERVISR ASST	$35,894.00	$0.00	$35,894.00	0.04	$1,435.76	$0.00	$37,330.00	$37,330.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$38,650.00
0018	113	SUPERVISOR	$35,600.00	$0.00	$35,600.00	0.04	$1,424.00	$0.00	$37,024.00	$37,024.00	$1,620.00	$0.00	$0.00	$1,500.00	$0.00	$40,144.00
0019	113	SUPERVISOR	$35,600.00	$0.00	$35,600.00	0.04	$1,424.00	$0.00	$37,024.00	$37,024.00	$1,680.00	$0.00	$0.00	$1,500.00	$0.00	$40,204.00
0020	113	SUPERVISOR	$35,600.00	$0.00	$35,600.00	0.04	$1,424.00	$0.00	$37,024.00	$37,024.00	$600.00	$0.00	$0.00	$1,500.00	$0.00	$39,124.00
0021	113	SUPERVISOR	$35,600.00	$0.00	$35,600.00	0.04	$1,424.00	$0.00	$37,024.00	$37,024.00	$1,140.00	$0.00	$0.00	$900.00	$0.00	$39,064.00
0022	113	ASST. SUPERVISR	$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	$1,500.00	$0.00	$34,806.00
0023	113	ASST SUPERVISR	$32,025.00	$0.00	$32,025.00	0.04	$1,281.00	$0.00	$33,306.00	$33,306.00	$480.00	$0.00	$0.00	$750.00	$0.00	$34,536.00
0024	113	ASST SUPERVISR	$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	$0.00	$33,306.00
0025	113	ASST. ACCOUNTANT	$33,025.00	$0.00	$33,025.00	0.04	$1,321.00	$0.00	$34,346.00	$34,346.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$35,906.00
0026	113	HEAD CASHIER	$33,025.00	$0.00	$33,025.00	0.04	$1,321.00	$0.00	$34,346.00	$34,346.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,946.00
0027	113	SR TITLE EXMR	$30,787.00	$0.00	$30,787.00	0.04	$1,231.48	$0.00	$32,018.00	$32,018.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,498.00
0028	113	HEAD DATA ENTR	$32,287.00	$0.00	$32,287.00	0.04	$1,291.48	$0.00	$33,578.00	$33,578.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,878.00
0029	113	HEAD BOOKKEEPR	$30,448.00	$0.00	$30,448.00	0.04	$1,217.92	$0.00	$31,666.00	$31,666.00	$840.00	$0.00	$0.00	$0.00	$0.00	$32,506.00
0030	113	SUPERVISR ASST	$30,305.00	$0.00	$30,305.00	0.04	$1,212.00	$0.00	$31,517.00	$31,517.00	$1,200.00	$0.00	$0.00	$750.00	$0.00	$33,467.00
0031	113	SUPERVISR ASST	$30,305.00	$0.00	$30,305.00	0.04	$1,212.00	$0.00	$31,517.00	$31,517.00	$960.00	$0.00	$0.00	$750.00	$0.00	$33,227.00
0032	113	SUPERVISR ASST	$30,305.00	$0.00	$30,305.00	0.04	$1,212.00	$0.00	$31,517.00	$31,517.00	$1,680.00	$0.00	$0.00	$750.00	$0.00	$33,947.00
0033	113	ASST ACCOUNT	$31,282.00	$0.00	$31,282.00	0.04	$1,251.28	$0.00	$32,533.00	$32,533.00	$420.00	$0.00	$0.00	$0.00	$0.00	$32,953.00
0034	113	ASST SUPERVISR	$31,390.00	$0.00	$31,390.00	0.04	$1,255.60	$0.00	$32,646.00	$32,646.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$34,266.00
0035	113	ASST SUPERVISR	$31,390.00	$0.00	$31,390.00	0.04	$1,255.60	$0.00	$32,646.00	$32,646.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$34,206.00
0036	113	ASST HEAD CASHIER	$27,755.00	$0.00	$27,755.00	0.04	$1,110.20	$0.00	$28,865.00	$28,865.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,865.00
0037	113	TITLE EXAMINER	$27,488.00	$0.00	$27,488.00	0.04	$1,099.52	$0.00	$28,588.00	$28,588.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,948.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-15-140-001-0
TAX OFF

AI-10726

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	
0038	113	ASST BOOKKEEPR	$27,002.00	$0.00	$27,002.00	0.04	$1,080.08	$0.00	$28,082.00	$28,082.00	$960.00	$0.00	$0.00	$0.00	$0.00	$29,042.00
0039	113	ASST ACCOUNT	$27,824.00	$0.00	$27,824.00	0.04	$1,112.96	$0.00	$28,937.00	$28,937.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,357.00
0040	113	COMPUTER DEPT. CLERK	$26,688.00	$0.00	$26,688.00	0.04	$1,068.00	$0.00	$27,756.00	$27,756.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,756.00
0041	113	SECRETARY	$30,000.00	$0.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$31,200.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,680.00
0042	113	DEPUTY CLERK/CASHIER	$26,537.00	$0.00	$26,537.00	0.04	$1,061.00	$0.00	$27,598.00	$27,598.00	$960.00	$0.00	$0.00	$0.00	$0.00	$28,558.00
0043	113	ADMINISTRATIVE ASSISTANT	$25,977.00	$0.00	$25,977.00	0.04	$1,039.08	$0.00	$27,016.00	$27,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,016.00
0044	113	DEPUTY TAX CLERK	$25,922.00	$0.00	$25,922.00	0.04	$1,036.88	$0.00	$26,959.00	$26,959.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,319.00
0045	113	DEPUTY TAX CLERK	$25,831.00	$0.00	$25,831.00	0.04	$1,033.24	$0.00	$26,864.00	$26,864.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$28,004.00
0046	113	DEPUTY CLERK/CASHIER	$25,206.00	$0.00	$25,206.00	0.04	$1,008.00	$0.00	$26,214.00	$26,214.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$28,014.00
0047	113	HEAD CASHIER	$24,706.00	$0.00	$24,706.00	0.040476	$1,000.00	$0.00	$25,706.00	$25,706.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,066.00
0048	113	HEAD CASHIER	$24,706.00	$0.00	$24,706.00	0.040476	$1,000.00	$0.00	$25,706.00	$25,706.00	$960.00	$0.00	$0.00	$0.00	$0.00	$26,666.00
0049	113	DEPUTY CLERK/CASHIER	$24,245.00	$0.00	$24,245.00	0.041246	$1,000.00	$0.00	$25,245.00	$25,245.00	$720.00	$0.00	$0.00	$750.00	$0.00	$26,715.00
0050	113	COLLECTION CLERK	$24,245.00	$0.00	$24,245.00	0.041246	$1,000.00	$0.00	$25,245.00	$25,245.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,245.00
0051	113	ASST BOOKKEEPR	$24,820.00	$0.00	$24,820.00	0.04029	$1,000.00	$0.00	$25,820.00	$25,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,820.00
0052	113	TAX CLK/CASHR	$23,789.00	$0.00	$23,789.00	0.042036	$1,000.00	$0.00	$24,789.00	$24,789.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$26,049.00
0053	113	ASST CASHIER	$28,000.00	$0.00	$28,000.00	0.04	$1,120.00	$0.00	$29,120.00	$29,120.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$30,140.00
0054	113	DEPUTY CLERK/CASHIER	$23,554.00	$0.00	$23,554.00	0.042456	$1,000.00	$0.00	$24,554.00	$24,554.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,094.00
0055	113	COLLECTION CLERK	$23,470.00	$0.00	$23,470.00	0.042608	$1,000.00	$0.00	$24,470.00	$23,470.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,470.00
0056	113	CASHIER ASST	$23,428.00	$0.00	$23,428.00	0.042684	$1,000.00	$0.00	$24,428.00	$24,428.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,148.00
0057	113	CASHIER ASST	$23,420.00	$0.00	$23,420.00	0.042699	$1,000.00	$0.00	$24,420.00	$24,420.00	$840.00	$0.00	$0.00	$0.00	$0.00	$25,260.00
0058	113	CASHIER ASST	$22,906.00	$0.00	$22,906.00	0.043657	$1,000.00	$0.00	$23,906.00	$23,906.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,266.00
0059	113	DEPUTY CLERK/CASHIER	$22,729.00	$0.00	$22,729.00	0.043997	$1,000.00	$0.00	$23,729.00	$23,729.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,029.00
0060	113	DEPUTY CLERK/CASHIER	$22,625.00	$0.00	$22,625.00	0.044199	$1,000.00	$0.00	$23,625.00	$23,625.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,165.00
0061	113	DEPUTY CLERK/CASHIER	$22,625.00	$0.00	$22,625.00	0.044199	$1,000.00	$0.00	$23,625.00	$23,625.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,045.00
0062	113	DEPUTY CLERK/CASHIER	$22,625.00	$0.00	$22,625.00	0.044199	$1,000.00	$0.00	$23,625.00	$23,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,625.00
0063	113	DEPUTY CLERK/CASHIER	$22,625.00	$0.00	$22,625.00	0.044199	$1,000.00	$0.00	$23,625.00	$23,625.00	$840.00	$0.00	$0.00	$0.00	$0.00	$24,465.00
0064	113	DEPUTY CLERK/CASHIER	$22,625.00	$0.00	$22,625.00	0.044199	$1,000.00	$0.00	$23,625.00	$23,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,625.00
0065	113	DEPUTY CLERK/CASHIER	$22,625.00	$0.00	$22,625.00	0.044199	$1,000.00	$0.00	$23,625.00	$23,625.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,345.00
0066	113	DEPUTY CLERK/CASHIER	$22,625.00	$0.00	$22,625.00	0.044199	$1,000.00	$0.00	$23,625.00	$23,625.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,105.00
0067	113	TAX CLK/CASHR	$22,553.00	$0.00	$22,553.00	0.04434	$1,000.00	$0.00	$23,553.00	$23,553.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,973.00
0068	113	TAX CLK/CASHR	$22,553.00	$0.00	$22,553.00	0.04434	$1,000.00	$0.00	$23,553.00	$23,553.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,853.00
0069	113	TAX CLK/CASHR	$22,542.00	$0.00	$22,542.00	0.044362	$1,000.00	$0.00	$23,542.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0070	113	DEPUTY CLERK/CASHIER	$22,375.00	$0.00	$22,375.00	0.044693	$1,000.00	$0.00	$23,375.00	$23,375.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$24,395.00
0071	113	TAX CLK/CASHR	$22,319.00	$0.00	$22,319.00	0.044805	$1,000.00	$0.00	$23,319.00	$23,319.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,319.00
0072	113	INVENTORY CLK	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$2,250.00	$0.00	$25,486.00
0073	113	DEPUTY TAX CLERK	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0074	113	DEPUTY TAX CLERK	$23,736.00	$0.00	$23,736.00	0.04213	$1,000.00	$0.00	$24,736.00	$24,736.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,736.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-15-140-001-0
TAX OFF

AI-10726

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	
0075	113	CASHIER ASST	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0076	113	DEPUTY TAX CLERK	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0077	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0078	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$22,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,236.00
0079	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,596.00
0080	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,536.00
0081	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0083	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0084	113	TAX CLK/CASHR	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0085	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0086	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$960.00	$0.00	$0.00	$0.00	$0.00	$24,196.00
0087	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,596.00
0088	113	TAX CLK/CASHR	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0089	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,836.00
0090	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$660.00	$0.00	$0.00	$0.00	$0.00	$23,896.00
0091	113	TAX CLK/CASHR	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0092	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0093	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0094	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,596.00
0095	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0096	113	TAX CLK/CASHR	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0097	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0098	113	TAX CLK/CASHR	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0099	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0100	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,596.00
0101	113	DEPUTY TAX CLERK	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0102	113	DEPUTY TAX CLERK	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0103	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,776.00
0104	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0105	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0106	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0107	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0108	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0109	113	TAX CLK/CASHR	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0110	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0111	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-15-140-001-0
TAX OFF

AI-10726

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	
0112	113	TAX CLK/CASHR	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0113	113	DEPUTY CLERK/CASHIER	$22,236.00	$0.00	$22,236.00	0.044972	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0114	113	TAX CLK/CASHR	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0115	113	TAX CLK/CASHR	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0116	113	TAX CLERK/CASHIER	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0117	113	TAX CLERK/CASHIER	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0118	113	DEPUTY CLERK/CASHIER	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0119	113	DEPUTY CLERK/CASHIER	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0120	113	DEPUTY CLERK/CASHIER	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0121	113	DEPUTY CLERK/CASHIER	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0122	113	TAX CLERK/CASHIER	$21,820.00	$0.00	$21,820.00	0.04583	$1,000.00	$0.00	$22,820.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0123	113	ADMINISTRATIVE ASSISTANT	$30,000.00	$0.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$31,200.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$32,700.00
0124	113	TAX CLERK/CASHIER	$28,000.00	$0.00	$28,000.00	0.04	$1,120.00	$0.00	$29,120.00	$29,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,120.00
0125	113	DEPUTY CLERK/CASHIER	$0.00	$24,000.00	$24,000.00	0	$0.00	$0.00	$24,000.00	$24,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,480.00
0126	113	DEPUTY CLERK/CASHIER	$0.00	$24,000.00	$24,000.00	0	$0.00	$0.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0127	113	DEPUTY CLERK/CASHIER	$0.00	$24,000.00	$24,000.00	0	$0.00	$0.00	$24,000.00	$24,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0128	**113**	**ADMINISTRATIVE ASSISTANT**	**$0.00**	**$30,000.00**	**$30,000.00**	**0**	**$0.00**	**$0.00**	**$30,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$3,462,381.00	$102,000.00	$3,564,381.00		$145,953.56	$0.00	$3,710,334.00	$3,585,500.00	$52,020.00	$0.00	$0.00	$43,765.00	$1,000.00	$3,682,345.00

Creation of one (1) new permanent full-time Administrative Assistant position (slot # 128) pending CC approval.

AI-10734 **18.A.**

Border Colonia Access Program Resolution for Third Call of the Programs

CC REGULAR

Date: 08/26/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

1. Discussion and approval of a Resolution by the County of Hidalgo entering into a Funding Agreement with the Texas Department of Transportation to receive funding from a program known as The Border Colonia Access Program.

2. Discussion and approval of Funding Agreement for Border Colonia Access Program Third Call.

BACKGROUND

Resolution and Funding Agreement approved by Atlas & Hall.

Fiscal Impact

Attachments

Link: REVISED

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 01:07 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/20/2008 02:50 PM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 10:18 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:21 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Marcie Jackson Started On: 08/20/2008 11:05 AM

Final Approval Date: 08/22/2008

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and Hidalgo County acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, Government Code, Chapter 1403, required the Texas Public Finance Authority, in accordance with requests from the Office of the Governor, to issue general obligation bonds and notes in an aggregate amount not to exceed $175 million, and as directed by the State, to distribute the proceeds to counties as financial assistance for colonia access roadway projects to serve border colonias;

WHEREAS, General Appropriations Act, Texas Department of Transportation, Rider 52, 77th Legislature, 2002-2003, requires the State to establish a transportation program to improve access to colonias with the general obligation bond revenues;

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds;

WHEREAS, on July 31, 2008, the Texas Transportation Commission passed Minute Order 111442, authorizing the State to finance the construction of access roads in the County hereinafter referred to as the "Project;" and,

WHEREAS, the Governing Body of the County has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment "A;" and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement.** This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work.** The County will construct colonia access roads and place the roads on the County system. Roads to be constructed are identified in the County's awarded Project Applications, which are attached and made part hereof as Attachment "B", and

in any subsequent State-approved changes to the Project Applications allowed under the Border Colonia Access Program established by the State.

3. **Schedule.** Upon final execution of this agreement, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not let the construction contract within two (2) years of the execution of this Agreement or complete the Project within three (3) years from the execution of this Agreement, this Agreement will be terminated in accordance with the provisions of Article 9, Termination.

4. **Project Sources, Uses of Funds and Reimbursement**
   a. The State has authorized the total estimated cost of the Project as shown in Attachment "C" to this Agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment "C". The State will reimburse for only eligible Project costs that have been approved by the Texas Transportation Commission. The County must be in compliance with the requirements of this contract to receive reimbursement of Project costs.
   b. The County shall submit monthly billing statements accompanied by certification of work completion. The State will verify the work completion and reimburse the County.
   c. For a Project funded with the County allocation based on colonia population, the State will reimburse Project costs until the County maximum allocation has been reached as shown in Attachment "C". Any Project costs above the County maximum allocation will be the responsibility of the County. Total maximum allowable costs for all combined County Projects shall not exceed **$12,691,299.46**.
   d. For a Project specifically selected by statewide competition, the total State reimbursements for each selected Project shall not exceed the amount authorized by the Texas Transportation Commission for that Project.

5. **Project Responsibilities.** The County is responsible for all aspects of the Project unless otherwise indicated in this Agreement.
   a. **Utilities.** The County will complete any water and wastewater services that are expected to be placed in or across an approved road Project right of way, and all other Utilities shall be adjusted or relocated prior to constructing the Project or as approved in advance by the State. The County may install casings for future utility accommodation.
   b. **Preliminary Engineering.**
      i. The County will be responsible for the preparation of all the engineering contract documents required for the construction of the Project. The County will let the construction project.
      ii. The County shall prepare the preliminary engineering, specifications and estimates (PS&E) to be let by the County on 11"x17" chronar plans sheets in accordance with the latest AASHTO standards or the County's standards as approved by the State.
      iii. State approval is required of the County's procurement process before solicitation for an engineer is begun.
      iv. If the County contracts with an engineer for the PS&E, the County shall designate the State as a concurring agency for all plan development required in the County's contract with the engineer.

v. State approval of the scope of services and negotiated fee is required before a contract with an engineer may be entered into.
vi. The scope includes any document, PS&E, construction inspection, and materials testing.
vii. Any changes to the scope services and/or negotiated fees in the engineering contract must be approved by the State.
viii. The County shall submit the completed PS&E to the State for review and approval. The County shall not let the construction contract until the State has approved the PS&E documents.

c. **Bidding**
i. The County shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award a contract for construction of the Project in accordance with existing procedures and applicable laws. Once the bid tabulations have been received, the County shall obtain approval from the State prior to awarding the contract to the successful bidder. The County must submit a right of way certification stating that right of way acquisition is complete or no right of way is needed before the State will approve the bid.
ii. If the County chooses to perform any work with in-house labor (force account), the State must approve the purchasing and procurement process and general classifications of workers. The State must also approve the labor rates for temporary personnel.

d. **Construction**
i. The State will be responsible for auditing and construction oversight.
ii. Construction inspection, processing of any change orders, supplemental agreements, or additional work orders which may become necessary subsequent to the award of the construction contract shall be the responsibility of the County and subject to concurrence by the State.
iii. The County or its engineer will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection, and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved PS&E.

6. **Final Inspection**. The County shall request by letter within fifteen (15) days of physical completion of the work that the local State office perform its final inspection and acceptance. A copy of the letter of physical completion sent to the contractor shall accompany this request.

7. **Right of Way and Real Property Acquisition**. The County is responsible for the right of way and real property acquisition and relocation assistance. The County will comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.

8. **Suspension.** If the State determines that the County has not been complying with Title 43, Texas Administrative Code, Chapter 15, Subchapter I, the State may prohibit the County from continuing with the Project until the County complies.

9. **Termination of this Agreement.** This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless the:
   a. Agreement is terminated in writing with the mutual consent of the parties;
   b. Agreement is terminated because the County has breached the contract; or
   c. Project is not let within two (2) years of the execution of this agreement or the Project is not completed within (3) three years of the execution of this Agreement.

   If the Agreement is terminated, then the County must reimburse the State for all Project costs.

10. **Environmental Assessment and Mitigation**
   a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
   b. The County is responsible for coordination and environmental clearance.
   c. The County is responsible for identification and assessment of any environmental problems associated with the Project, and for the cost of any environmental problem's mitigation and remediation.
   d. The County is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
   e. The County shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

11. **Compliance with Texas Accessibility Standards and ADA.** The County shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. **Project Maintenance.** The County shall be responsible for maintenance of the roads after completion of the work.

13. **Historically Underutilized Business (HUB) Program Requirements.** The parties shall comply with the Texas Procurement and Building Commission's Historically Underutilized Business (HUB) Program requirements.

14. **Grant Management Standards.** The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 1 TAC §§5.141-5.167.

15. **Certification.** Upon Project completion, the County must submit a written certification that it has complied with the requirements of Title 43, Texas Administrative Code, Chapter 15, Subchapter I, including a certification that the Project has been constructed in accordance with those requirements.

16. **Amendments.** Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project must be enacted through a mutually agreed upon, written amendment.

17. **Remedies.** This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

18. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: District Engineer
600 West U. S. Expressway
Pharr, Tx 78577

County: Hidalgo County Judge
P.O. box 1356
Edinburg, Texas 78540

All notices shall be deemed given on the date so delivered or so deposited in the regular mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

19. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

20. **Responsibilities of the Parties.**
    a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
    b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
    c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or

enterprise, then the County, to the extent provide by law, agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

d. To the extent provided by law, the County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the County, its agents, or employees.

e. In addition, the County, by contract, shall require its: (1) contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractors to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under the contract.

21. **Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the County. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

22. **Compliance with Laws.** The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

23. **Sole Agreement.** This Agreement constitutes the sole and only Agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

24. **Retention of Records and Inspection.** The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include but not be limited to diaries, materials received (invoices), documentation that reimbursed invoices were paid within five (5) days of reimbursement by the State, documentation that equipment used for testing was calibrated and that personnel using the equipment and performing any roadway-related testing were qualified, test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make such materials available to the State, the County, or their duly authorized representatives for verification, review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved.

25. **Signatory Warranty.** The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

26. **State Auditor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

27. **Debarment Certification.** The Local Government shall not contract with any person who is: suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or who is debarred or suspended by the State.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE COUNTY

_____
Name

_____
Juan D. "J.D." Salinas, Hidalgo 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.

_____
Mario Jorge, P.E.
District Engineer, Pharr District

_____
Date

Attachment A

Resolution or Ordinance

RESOLUTION

A RESOLUTION BY THE COUNTY OF HIDALGO ENTERING INTO A FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO RECEIVE FUNDING FROM A PROGRAM KNOWN AS THE BORDER COLONIA ACCESS PROGRAM.

WHEREAS, THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO is aware that there are limited funds available to enhance and construct public roadway infrastructure and provide necessary services in colonias; and

WHEREAS, the opportunity exists to receive TXDOT funding to improve and construct public infrastructure roadway improvements; and

WHEREAS, the Commissioners Court finds that these funds would enhance accessibility and delivery of services to the community; and

WHEREAS, the County of Hidalgo commissioners Court accepts and enters into an agreement with the Texas Department of Transportation;

NOW, THERFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS that an agreement in the amount of $12,691,299.46 be entered into with the Texas Department of Transportation for the County's Population Allocation and Competitive portions of the Border Colonia Access Funding.

PASSED AND APPROVED, this by the County Commissioners Court of Hidalgo.

Juan D. Salinas III, County Judge

Arturo Guajardo Jr. County Clerk

Attachment B

Project Budget

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080882	La Flor Estates	7,638.00	84,329.25	91,967.25
HIDALGO	M1080790	Village Grove #2		42,407.91	42,407.91
HIDALGO	M1080397	La Suena	126,020.00	231,579.36	357,599.36
HIDALGO	M1080600	Randolph Barnett #1	30,610.00	60,000.00	90,610.00
HIDALGO	M1080606	Regal Estates	71,110.00	120,000.00	191,110.00
HIDALGO	M1080406	Las Brisas	47,500.00	130,000.00	177,500.00
HIDALGO	M1080883	La Flor Gardens	7,636.00	84,329.25	91,965.25
HIDALGO	M1080891	Los Encinos #2	104,425.00	113,480.03	217,905.03
HIDALGO	M1080274	Foster Subdivision	16,108.00	95,000.00	111,108.00
HIDALGO	M1080348	Jardin Terrace Subdivision	45,510.00	140,000.00	185,510.00
HIDALGO	M1080461	Mid-Valley Estates	21,600.00	213,250.95	234,850.95
HIDALGO	M1080687	South Palm Gardens Estates #1		58,759.11	58,759.11
HIDALGO	M1080055	Ariel Hinojosa Subdivision	24,310.00	121,491.95	145,801.95
HIDALGO	M1080886	Laborsita	5,124.00	54,900.48	60,024.48
HIDALGO	M1080804	Wes-Mer Subdivision	10,800.00	78,876.17	89,676.17
HIDALGO	M1080063	Balli Estates		536,612.27	536,612.27
HIDALGO	M1080401	Lakeview Subdivision	22,400.00	355,000.00	377,400.00
HIDALGO	M1080185	Colonia Whalen Road	26,756.00	98,047.17	124,803.17
HIDALGO	M1080855	Ash County	32,400.00	97,905.35	130,305.35
HIDALGO	M1080300	Hacienda De Los Vegas	4,534.00	107,976.43	112,510.43
HIDALGO	M1080310	Havana Lomas #4	28,710.00	104,890.95	133,600.95
HIDALGO	M1080111	Blue Star Enterprises #2	84,050.00	203,163.72	287,213.72
HIDALGO	M1080082	Basham #18	43,060.00	124,147.05	167,207.05
HIDALGO	M1080329	Hoehn Drive Subdivision	105,322.00	351,700.63	457,022.63
HIDALGO	M1080454	McColl Estates	68,875.00	112,422.71	181,297.71
HIDALGO	M1080319	High Point Subdivision		121,186.80	121,186.80
HIDALGO	M1080079	Basham #14	58,580.00	188,671.09	247,251.09
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	220,065.00	295,784.13	515,849.13
HIDALGO	M1080380	La Homa Grove Estates	37,410.00	117,815.67	155,225.67
HIDALGO	M1080932	Indian Hills East		1,260,219.06	1,260,219.06

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080940	Sundown's Retirement Center	100,895.00	108,870.74	209,765.74
HIDALGO	M1080324	Hilda Subdivision #2	62,020.00	120,000.00	182,020.00
HIDALGO	M1080262	Esperanza Estates	87,255.00	115,087.81	202,342.81
HIDALGO	M1080148	Chapa North	16,200.00	69,570.58	85,770.58
HIDALGO	M1080752	Trenton Terrace	140,840.00	135,000.00	275,840.00
HIDALGO	M1080657	Seminary Village Subdivision	36,400.00	135,000.00	171,400.00
HIDALGO	M1080149	Chapa South	9,000.00	66,877.78	75,877.78
HIDALGO	M1080234	Dude Hill #1	28,335.00	60,000.00	88,335.00
HIDALGO	M1080900	Morningside South	143,325.00	217,458.93	360,783.93
HIDALGO	M1080596	Rancho Escondido	183,270.00	269,551.95	452,821.95
HIDALGO	M1080154	Citriana Village	165,795.00	319,874.96	485,669.96
HIDALGO	M1080688	South Palm Gardens Estates #2		48,602.00	48,602.00
HIDALGO	M1080311	Havana Lomas #5	25,150.00	65,000.00	90,150.00
HIDALGO	M1080896	McKee #1	36,100.00	86,774.07	122,874.07
HIDALGO	M1080215	De Anda Subdivision	12,600.00	51,725.18	64,325.18
HIDALGO	M1080413	Las Milpas Subdivision	72,685.00	117,072.59	189,757.59
HIDALGO	M1080591	Ramon Leal Subdivision	15,570.00	70,547.90	86,117.90
HIDALGO	M1080387	La Mesa Subdivision	60,500.00	149,480.86	209,980.86
HIDALGO	M1080890	Los Encinos #1	39,585.00	45,000.00	84,585.00
HIDALGO	M1080587	Ramirez Subdivision	26,910.00	50,000.00	76,910.00
HIDALGO	M1080588	Ramirez Subdivision #2	20,560.00	50,000.00	70,560.00
HIDALGO	M1080589	Ramirez Subdivision #3	31,160.00	34,961.95	66,121.95
HIDALGO	M1080844	Colonia Esperanza #1	19,118.00	85,605.53	104,723.53
HIDALGO	M1080536	Palm Lake Estates #1	202,072.00	496,541.18	698,613.18

2008 Competitive Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080536	Palm Lake Estates #1	57,227.00	140,622.00	197,849.00
HIDALGO	M1080470	Monica Acres	35,510.00	73,187.53	108,697.53
HIDALGO	M1080465	Miller Resub Lot A	60,965.00	76,037.83	137,002.83
HIDALGO	M1080220	Delta West Subd.	41,600.00	313,968.53	355,568.53
HIDALGO	M1080228	Diaz Subd.	9,000.00	55,595.18	64,595.18
HIDALGO	M1080460	Mesquite Acres Subd.	98,445.00	125,724.71	224,169.71
HIDALGO	M1080780	Vereda Tropical	25,660.00	119,307.18	144,967.18

Attachment C

Project Applications

AI-10770 **19.A.**

Interdepartment Transfer to Tower Road Project
CC REGULAR

Date: 08/26/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Approval of 2008 interdepartmental transfer from Precinct #2 Paved/Unpaved Roads (program 006) to Tower Road Moore-Balli (program 027) in the amount of $70,000.00. (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-0XX-0-XX1
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From Pct 2 Paved/Unpaved Rds-Aid to Other Government Agencies (006-0-841) to Tower Road Moore-Balli-Right of Way (027-0-711) in the amount of $70,000.00. Available balance in object 841 is $300,631.60 as of 8/21/08.

Attachments

Link: Tower RD Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 08:15 AM	APRV
2	Dale Kennan	Dale Kennan	08/21/2008 09:27 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2008 05:06 PM	APRV
4	Purchasing Department	Marty Salazar	08/21/2008 05:46 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Yolanda Cisneros Started On: 08/20/2008 05:01 PM

Final Approval Date: 08/22/2008

INTERDEPARTMENTAL TRANSFER

DATE **August 20, 2008**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2 Paved/Unpaved Roads**

ACCOUNT NUMBER: **8-1202-431-00-122-0XX-0-XX1**

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental Transfer/s (increase/decrease) in accordance with Local Government, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
From:			
8-1202-431-00-122-006-0-841		**AID TO OTHER GOVERNMENT**	**($70,000.00)**
To:			
8-1202-431-00-122-027-0-711		**Tower Road (Moore -Balli) ROW ACQUIRED**	**70,000.00**
		TOTAL BUDGET INCREASE (DECREASE)	**$0.00**

Reason: **Transfer needed for the continued operation of Tower Road Project**

DEPARTMENT HEAD SIGNATURE

___/___/___

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10782 **19.B.**

General Agreement with the City of Hidalgo
CC REGULAR

Date: 08/26/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Discussion and approval of Interlocal Cooperation Agreement between the City of Hidalgo, Texas and County of Hidalgo, Texas for general purpose in multiple projects.

BACKGROUND

This would be a mutual convenants agreement.

Fiscal Impact

Attachments

Link: Interlocal
Link: Rates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 12:05 PM	APRV
2	Dale Kennan	Dale Kennan	08/21/2008 05:55 PM	APRV
3	Sergio Cruz	Sergio Cruz	08/22/2008 04:39 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 08/21/2008 10:22 AM

Final Approval Date: 08/22/2008

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

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

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

W I T N E S S E T H:

WHEREAS, County is a county created in the State of Texas;

WHEREAS, Hidalgo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, Hidalgo desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the county would benefit form the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the City for such equipment and materials for the furtherance of the Work. County shall be solely responsible for determining the current rate for equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.

3. The parties agree that all other costs associated with the Work shall be the responsibility of the City in their entirety.

4. **Term**. The term of this Agreement shall be fore 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 all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.

5. Upon a change in price for manpower, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

6. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

7. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is 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.

8. **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.

9. **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.

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

11. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 City:	City of Hidalgo Attention: Joe Vera, City Manager 704 E. Texano Dr. Hidalgo, Texas 78557
If to County:	Hidalgo County Attention: J.D. Salinas III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios 301 East State Pharr, Texas 78577

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

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

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

14. **Assignment**. This Agreement shall not be assignable.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

CITY OF HIDALGO

By: _____
John David Franz , Mayor

Attest:

_____

HIDALGO COUNTY

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

Attest:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

FEMA's Schedule of Equipment Rates

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft	to 15	Articulated, Telescoping, Scissor.	hour	$5.70
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft	to 30	Articulated, Telescoping, Scissor.	hour	$11.80
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.40
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft	to 85	Articulated and Telescoping.	hour	$38.50
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft	to 130	Articulated and Telescoping.	hour	$60.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	25 Ft		Articulated and Telescoping.	hour	$5.40
8487	Aerial Lift, Truck Mntd	Max. Platform Height	50 Ft		Articulated and Telescoping.	hour	$9.00
8488	Aerial Lift, Truck Mntd	Max. Platform Height	75 Ft		Articulated and Telescoping.	hour	$19.10
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 Ft		Articulated and Telescoping.	hour	$36.00
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$1.55
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$4.75
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$17.20
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$24.80
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$40.50
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$60.00
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$82.00
8020	Air Curtain Burner			to 50	In ground burner.	hour	$6.60
8021	Air Curtain Burner			to 75	In ground burner.	hour	$7.60
8022	Air Curtain Burner			to 100	In ground burner.	hour	$8.75
8023	Air Curtain Burner			to 50	Above ground burner.	hour	$9.05
8024	Air Curtain Burner			to 75	Above ground burner.	hour	$11.60
8025	Air Curtain Burner			to 100	Above ground burner.	hour	$15.30
8040	Ambulance			to 150		hour	$21.50
8041	Ambulance			to 210		hour	$32.00
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$1.40
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$3.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$1.80
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Guardrail post driver.	hour	$30.00
8070	Automobile			to 130	Transporting people.	mile	$0.45
8071	Automobile			to 130	Transporting cargo.	hour	$9.75
8072	Automobile, Police			to 250	Patrolling.	mile	$0.55
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$14.35
8110	Barge, Deck	Size	120'x30'x7.25'			hour	$25.50
8111	Barge, Deck	Size	120'x45'x7'			hour	$39.50
8112	Barge, Deck	Size	140'x45'x7'			hour	$53.00
8113	Barge, Deck	Size	150'x45'x9'			hour	$62.00
8115	Barge, Hopper	Size	200'x35'x12'		Open	hour	$46.50
8116	Barge, Hopper	Size	200'x35'x12'		Closed	hour	$54.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.10
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.55
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$160.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$182.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$226.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$270.00
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.45
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$27.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$204.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$339.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$480.00

FEMA's Schedule of Equipment Rates

8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$693.00
8140	Boat, Tug	Length	16 Ft	to 100		hour	$31.00
8141	Boat, Tug	Length	18 Ft	to 175		hour	$48.00
8142	Boat, Tug	Length	26 Ft	to 250		hour	$63.00
8143	Boat, Tug	Length	40 Ft	to 380		hour	$140.00
8144	Boat, Tug	Length	51 Ft	to 700		hour	$207.00
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs			hour	$0.70
8420	Breaker, Pavement			to 70		hour	$29.50
8421	Breaker, Pavement			to 105		hour	$39.50
8422	Breaker, Pavement			to 137		hour	$52.00
8150	Broom, Pavement	Broom Length	72 In	to 20		hour	$9.35
8151	Broom, Pavement	Broom Length	84 In	to 45		hour	$13.95
8152	Broom, Pavement	Broom Length	96 In	to 100		hour	$18.80
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18		hour	$6.10
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20		hour	$7.60
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth.	hour	$4.10
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth.	hour	$7.25
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth.	hour	$12.00
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth.	hour	$16.40
8275	Bucket, Dragline	Capacity	2.0 CY			hour	$3.30
8276	Bucket, Dragline	Capacity	5.0 CY			hour	$6.95
8277	Bucket, Dragline	Capacity	10 CY			hour	$11.55
8278	Bucket, Dragline	Capacity	14 CY			hour	$13.50
8180	Bus			to 150		hour	$14.75
8181	Bus			to 210		hour	$22.30
8182	Bus			to 300		hour	$30.50
8190	Chain Saw	Bar Length	16 In			hour	$1.55
8191	Chain Saw	Bar Length	25 In			hour	$3.10
8192	Chain Saw, Pole	Bar Size	18 In			hour	$1.65
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$12.80
8201	Chipper, Brush	Chipping Capacity	12 In	to 65	Trailer Mounted.	hour	$17.70
8202	Chipper, Brush	Chipping Capacity	16 In	to 100	Trailer Mounted.	hour	$23.00
8203	Chipper, Brush	Chipping Capacity	18 In	to 125	Trailer Mounted.	hour	$29.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$42.50
8205	Chipper, Brush	Chipping Capacity	19 In	to 300	Trailer Mounted.	hour	$59.00
8206	Chipper, Brush	Chipping Capacity	19 In	to 450	Trailer Mounted.	hour	$86.00
8207	Chipper, Brush			to 650	Trailer Mounted.	hour	$130.00
8210	Clamshell & Dragline			to 100	Bucket not included in rate.	hour	$71.00
8211	Clamshell & Dragline			to 155	Bucket not included in rate.	hour	$95.00
8212	Clamshell & Dragline			to 235	Bucket not included in rate.	hour	$131.00
8213	Clamshell & Dragline			to 350	Bucket not included in rate.	hour	$178.00
8214	Clamshell & Dragline			to 530	Bucket not included in rate.	hour	$250.00
8215	Clamshell & Dragline			to 800	Bucket not included in rate.	hour	$343.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	$18.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	$23.30
8220	Compactor			to 10		hour	$8.70
8221	Compactor			to 45		hour	$15.30
8222	Compactor			to 75		hour	$22.70
8223	Compactor			to 95		hour	$28.00
8224	Compactor			to 150		hour	$43.50
8225	Compactor			to 235		hour	$73.00
8226	Compactor			to 335		hour	$119.00
8227	Compactor			to 535		hour	$234.00
8228	Compactor, towed			to 15		hour	$15.00
8229	Compactor, towed			to 50		hour	$39.00
8230	Compactor, towed			to 100		hour	$65.00
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$30.50
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$44.00
8502	Crane	Max. Lift Capacity	27 MT	to 200		hour	$66.00
8503	Crane	Max. Lift Capacity	45 MT	to 300		hour	$98.00
8504	Crane	Max. Lift Capacity	70 MT	to 350		hour	$143.00

FEMA's Schedule of Equipment Rates

8505	Crane	Max. Lift Capacity	110 MT	to 450		hour	$208.00
8496	Crane, Truck Mntd	Max. Lift Capacity	17600 Lbs			hour	$22.50
8497	Crane, Truck Mntd	Max. Lift Capacity	33000 Lbs			hour	$34.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs			hour	$55.00
8499	Crane, Truck Mntd	Max. Lift Capacity	120000 Lbs			hour	$98.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150			$76.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190			$86.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245			$96.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	55 Ft		Includes hydraulic pole alignment attachment.	hour	$32.50
8671	Derrick, Hydraulic Digger	Max. Boom Length	75 Ft		Includes hydraulic pole alignment attachment.	hour	$34.50
8672	Derrick, Hydraulic Digger	Max. Boom Length	95 Ft		Includes hydraulic pole alignment attachment.	hour	$36.50
8580	Distributor, Asphalt	Tank Capacity	500 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	$10.50
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	$15.60
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	$19.10
8250	Dozer, Crawler			to 65		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$55.00
8253	Dozer, Crawler			to 245		hour	$79.00
8254	Dozer, Crawler			to 375		hour	$124.00
8255	Dozer, Crawler			to 565		hour	$200.00
8256	Dozer, Crawler			to 850		hour	$344.00
8260	Dozer, Wheel			to 260		hour	$55.00
8261	Dozer, Wheel			to 335		hour	$68.00
8262	Dozer, Wheel			to 445		hour	$86.00
8263	Dozer, Wheel			to 615		hour	$126.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$21.90
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$37.50
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$64.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$104.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$163.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$255.00
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$404.00
8240	Feeder, Grizzly			to 35		hour	$19.20
8241	Feeder, Grizzly			to 55		hour	$29.00
8242	Feeder, Grizzly			to 75		hour	$45.50
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$9.90
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$14.45
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$23.90
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$42.50
8310	Generator	Prime Output	5.5 KW	to 10		hour	$3.60
8311	Generator	Prime Output	16 KW	to 25		hour	$8.45
8312	Generator	Prime Output	43 KW	to 65		hour	$18.10
8313	Generator	Prime Output	85 KW	to 125		hour	$28.50
8314	Generator	Prime Output	140 KW	to 200		hour	$40.50
8315	Generator	Prime Output	210 KW	to 300		hour	$59.00
8316	Generator	Prime Output	280 KW	to 400		hour	$76.00
8317	Generator	Prime Output	350 KW	to 500		hour	$94.00
8318	Generator	Prime Output	530 KW	to 750		hour	$137.00
8319	Generator	Prime Output	710 KW	to 1000		hour	$179.00

FEMA's Schedule of Equipment Rates

8320	Generator	Prime Output	1100 KW	to 1500		hour	$274.00
8321	Generator	Prime Output	1500 KW	to 2000		hour	$369.00
8322	Generator	Prime Output	1900 KW	to 2500		hour	$457.00
8323	Generator	Prime Output	2400 KW	to 3000		hour	$547.00
8755	Golf Cart	Capacity	2 person			hour	$2.55
8330	Graders	Moldboard Size	8 Ft	to 50	Includes Rigid and Articulate equipment.	hour	$23.90
8331	Graders	Moldboard Size	10 Ft	to 100	Includes Rigid and Articulate equipment.	hour	$32.00
8332	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$43.00
8333	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$60.00
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.20
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$0.35
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$0.55
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$1.15
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$1.90
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.20
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.30
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$0.50
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$0.85
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$1.80
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$3.20
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	$1.10
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	$1.20
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$13.90
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$23.50
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$46.50
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$73.00
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$101.00
8385	Loader, Crawler	Bucket Capacity	5 CY	to 300	Includes bucket.	hour	$135.00
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	$12.50
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	$17.40
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	$20.10
8543	Loader, Skid-Steer	Operating Capacity	4000 Lbs	to 94		hour	$21.00
8401	Loader, Tractor, Wheel			to 81		hour	$17.80
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$13.25
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$17.10
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105		hour	$25.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$34.00
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	$43.50
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	$53.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$65.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$79.00
8398	Loader, Wheel	Bucket Capacity	8 CY	to 415		hour	$92.00
8399	Loader, Wheel	Bucket Capacity	9 CY	to 470		hour	$105.00
8400	Loader, Wheel	Bucket Capacity	10 CY	to 530		hour	$122.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$12.25

FEMA's Schedule of Equipment Rates

8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$19.70
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$28.50
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$36.50
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	$2.90
8411	Mixer, Concrete Portable	Batching Capacity	16 Cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$9.35
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$14.70
8075	Motorcycle, Police					mile	$0.40
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$10.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$15.00
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$22.60
8430	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$41.50
8431	Paver, Asphalt			to 75	Includes wheel and crawler equipment.	hour	$63.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$97.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$151.00
8436	Pick-up, Asphalt			to 110		hour	$57.00
8437	Pick-up, Asphalt			to 150		hour	$82.00
8438	Pick-up, Asphalt			to 200		hour	$103.00
8439	Pick-up, Asphalt			to 275		hour	$145.00
8660	Plow, Cable	Plow Depth	18 in	to 30		hour	$9.50
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$19.30
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$30.50
8450	Plow, Grader Mntd	Width	to 10 Ft			hour	$18.60
8451	Plow, Grader Mntd	Width	to 14 Ft			hour	$25.00
8452	Plow, Truck Mntd	Width	to 15 Ft			hour	$14.05
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing.	hour	$20.40
8470	Pump			to 3	Hoses not included.	hour	$2.70
8471	Pump			to 6	Hoses not included.	hour	$3.70
8472	Pump			to 10	Hoses not included.	hour	$5.05
8473	Pump			to 15	Hoses not included.	hour	$6.00
8474	Pump			to 25	Hoses not included.	hour	$8.60
8475	Pump			to 40	Hoses not included.	hour	$11.25
8476	Pump			to 60	Hoses not included.	hour	$16.70
8477	Pump			to 95	Hoses not included.	hour	$24.60
8478	Pump			to 140	Hoses not included.	hour	$26.50
8479	Pump			to 200	Hoses not included.	hour	$31.50
8463	Pump Extender	Length	20 Ft			hour	$1.25
8460	Pump, W/O Power	Pump Size	6 In			hour	$2.30
8461	Pump, W/O Power	Pump Size	12 In			hour	$3.00
8462	Pump, W/O Power	Pump Size	24 In			hour	$7.15
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$5.35
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$12.60
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$22.10
8513	Saw, Rock			to 65		hour	$29.00
8514	Saw, Rock			to 90		hour	$38.00
8515	Saw, Rock			to 120		hour	$52.00
8520	Scraper	Scraper Capacity	11 CY	to 175		hour	$83.00
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	$109.00
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	$143.00
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	$173.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	$208.00
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$157.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75		hour	$38.50
8551	Snow Blower, Truck Mntd	Capacity	1100 Tph	to 150		hour	$60.00
8552	Snow Blower, Truck Mntd	Capacity	1600 Tph	to 250		hour	$90.00

8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400		hour	$128.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$12.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$16.30
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted.	hour	$10.70
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted.	hour	$13.45
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted.	hour	$22.40
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$4.10
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$66.00
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$3.65
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$4.05
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.65
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	$7.90
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$12.90
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$19.10
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$38.00
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$69.00
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	$3.25
8157	Sweeper, Pavement			to 110		hour	$47.00
8158	Sweeper, Pavement			to 150		hour	$56.00
8159	Sweeper, Pavement			to 200		hour	$62.00
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	$17.40
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	$26.00
8592	Trailer, Dump	Capacity	40 CY		Does not include Prime Mover.	hour	$35.00
8600	Trailer, Equipment	Capacity	30 Tons			hour	$9.90
8601	Trailer, Equipment	Capacity	40 Tons			hour	$11.45
8602	Trailer, Equipment	Capacity	60 Tons			hour	$13.70
8603	Trailer, Equipment	Capacity	120 Tons				$18.30
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.60
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.90
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.30
8610	Trailer, Water	Tank Capacity	4000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$10.65
8611	Trailer, Water	Tank Capacity	6000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$12.40
8612	Trailer, Water	Tank Capacity	10000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$15.40
8613	Trailer, Water	Tank Capacity	14000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$18.70
8650	Trencher			to 35	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$14.70
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$32.50
8652	Trencher			to 115	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$41.50
8653	Trencher			to 175	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$61.00
8290	Trowel, Concrete	Diameter	90 In	to 25		hour	$11.70
8291	Trowel, Concrete	Diameter	100 In	to 38		hour	$17.90
8810	Truck, Bucket				Add Flatbed Truck to Truck Mounted Aerial Lift.		
8811	Truck, Cleaning				Add Flatbed Truck to Sewer Cleaner.		
8680	Truck, Concrete Mixer	Mixer Capacity	10 CY	to 255		hour	$70.00

FEMA's Schedule of Equipment Rates

8681	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$81.00
8720	Truck, Dump	Struck Capacity	8 CY	to 210		hour	$25.50
8721	Truck, Dump	Struck Capacity	10 CY	to 235		hour	$28.00
8722	Truck, Dump	Struck Capacity	12 CY	to 255		hour	$31.00
8723	Truck, Dump	Struck Capacity	18 CY	to 330		hour	$46.50
8724	Truck, Dump	Struck Capacity	28 CY	to 400		hour	$77.00
8725	Truck, Dump	Struck Capacity	40 CY	to 460		hour	$85.00
8726	Truck, Dump	Struck Capacity	50 CY	to 620		hour	$108.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	$53.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	$56.00
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	$71.00
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	$77.00
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 150		hour	$16.40
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 180		hour	$20.20
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 215		hour	$26.50
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 250		hour	$29.50
8704	Truck, Flatbed	Maximum Gvw	50000 Lbs	to 300		hour	$38.00
8705	Truck, Flatbed			to 375		hour	$46.00
8706	Truck, Flatbed			to 450		hour	$53.00
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$41.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$50.00
8812	Truck, Knuckle Boom				Add Flatbed Truck to Truck Mounted Crane.		
8813	Truck, Ladder				Add Flatbed Truck to Truck Mounted Aerial Lift.		
8814	Truck, Line				Add Flatbed Truck to Hydraulic Digger Derrick.		
8800	Truck, Pickup			to 130	When transporting people.	mile	$0.45
8801	Truck, Pickup			to 130		hour	$9.75
8802	Truck, Pickup			to 180		hour	$13.35
8803	Truck, Pickup			to 230		hour	$16.50
8804	Truck, Pickup			to 280		hour	$19.90
8790	Truck, Tractor			to 210		hour	$29.50
8791	Truck, Tractor			to 265		hour	$36.50
8792	Truck, Tractor			to 310		hour	$42.00
8793	Truck, Tractor			to 350		hour	$44.50
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$27.50
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$39.00
8620	Tub Grinder			to 400		hour	$78.00
8621	Tub Grinder			to 500		hour	$97.00
8622	Tub Grinder			to 600		hour	$110.00
8623	Tub Grinder			to 700		hour	$125.00
8624	Tub Grinder			to 800		hour	$144.00
8625	Tub Grinder			to 900		hour	$156.00
8626	Tub Grinder			to 1000		hour	$170.00
8753	Vehicle, Recreational			to 10		hour	$2.75
8750	Vehicle, Small			to 30		hour	$5.25
8760	Vibrator, Concrete			to 4		hour	$1.00
8761	Vibrator, Concrete			to 8		hour	$2.75
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$4.90
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$10.25
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$14.75
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$21.60

AI-10805 **20.A.**

Anzaldua's Status Report
CC REGULAR

Date: 08/26/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Status report on Anzaldua's Boat Ramp Grant- Texas Parks and Wildlife.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding needed.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 10:30 AM	APRV
2	Erika Reyna	Erika Reyna	08/22/2008 11:33 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 01:42 PM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 04:34 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Norma Ceballos — Started On: 08/22/2008 09:21 AM

Final Approval Date: 08/22/2008

AI-10700 **20.B.**

New Positions Request
CC REGULAR

Date: 08/26/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

1. Approval to create two (2) new permanent full time Heavy Equipment Operator I positions, slot no's 123-005-0068 and -0069 budgeted at $22,880.00 per year.
2. Approval of revised salary.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/22/2008.

Attachments

Link: Job Description
Link: PAR
Link: Fiscal Note
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/20/2008 10:03 AM	APRV
2	Erika Reyna	Erika Reyna	08/22/2008 10:39 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/22/2008 05:08 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Norma Ceballos — Started On: 08/18/2008 04:04 PM

Final Approval Date: 08/22/2008

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Heavy Equipment Operator I	FLSA Status:	Non-Exempt
Department:	Precinct NO. 3 (123)	Civil Service Status:	Non-Exempt

SUMMARY

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

QUALIFICATION REQUIREMENTS

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors, tractor/shredder, and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Shred road right-of-way.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred;
- Employee must have at least two (2) years experience working with backhoe/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Ability to read and comprehend simple instructions, short correspondence and memos.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

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

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for

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

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct #3/123
DATE: August 18, 2008
CURRENT POSITION TITLE:
CURRENT SLOT. #: 123-005-0068 / 123-005-0069
REQUESTED POSITION TITLE: Heavy Equipment Operator I
(For new positions or reclassifications) 2- Positions

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 22,880.00 X 2 (Proposed Budgeted Salary) $ 45,760.00 (Net Change) pc

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113	X	Part Time Employee Object 114		
Full Time Temporary Object 121		Part Time Temporary Object 122		$ 11.00*2,080= $22,880.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

Enter hourly rate for temp. positions

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt		Exempt	
Non-Exempt	XX	Non-Exempt	XX
N/A			

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

Heavy Equipment operator position will be able to improve the maintenance and Construction of the precinct #3 County roads

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

Drives and operates various heavy equipment.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Friday, August 22, 2008

Agenda Item: AI-10700

Summary of request/proposal: The Precinct No. 3 Road and Bridge Department is requesting to create two (2) full-time Heavy Equipment Operator I positions , slot no.'s 123-005-0068 and 123-005-0069 at $22,880.00 per year. The positions are needed for maintenance and construction of Precinct #3 roads.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1203	Heavy Equipment Operator I	0068	113	0.00	22,880.00	22,880.00
1203	Heavy Equipment Operator I	0069	113	0.00	22,880.00	22,880.00
						45,760.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8- 1203-431-00-123-005-0-	113	Pct. #3 R&B	F/T EMPL	16,068.40
8- 1203-431-00-123-005-0-	211	Pct. #3 R&B	HEALTH INSURANCE	2,924.34
8- 1203-431-00-123-005-0-	212	Pct. #3 R&B	LIFE INSURANCE	23.18
8- 1203-431-00-123-005-0-	220	Pct. #3 R&B	FICA	1,229.23
8- 1203-431-00-123-005-0-	230	Pct. #3 R&B	RETIREMENT	1,410.81
8- 1203-431-00-123-005-0-	250	Pct. #3 R&B	UNEMPLOYMENT COMP	80.34
8- 1203-431-00-123-005-0-	260	Pct. #3 R&B	WORKER'S COMP	1,585.95
			2008 Budgetary Impact	23,322.25

2009 Budgetary Impact: 66,417.68

Possible Funding Sources: Departmental Budget

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1203-431-00-123-005-0
PCT.3 P/U RD

AI-10700

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	CHIEF ADMINISTRATOR	$77,250.00	$0.00	$77,250.00	0.04	$3,090.00	$0.00	$80,340.00	$80,340.00	$0.00	$0.00	$0.00	$0.00	$0.00	$80,340.00
0002	113	COORDINATOR	$74,160.00	$0.00	$74,160.00	0.04	$2,966.40	$0.00	$77,126.00	$77,126.00	$1,151.99	$0.00	$0.00	$0.00	$0.00	$78,277.99
0003	113	EXECUTIVE ASST	$57,680.00	$0.00	$57,680.00	0.04	$2,307.20	$0.00	$59,987.00	$59,987.00	$445.78	$0.00	$0.00	$0.00	$0.00	$60,432.78
0004	113	FIELD OPER DIRECTOR	$55,620.00	$0.00	$55,620.00	0.04	$2,224.80	$0.00	$57,845.00	$57,845.00	$780.00	$0.00	$0.00	$0.00	$0.00	$58,625.00
0005	113	ASST FIELD/OP DIR	$47,380.00	$0.00	$47,380.00	0.04	$1,895.20	$0.00	$49,275.00	$49,275.00	$322.13	$0.00	$0.00	$0.00	$0.00	$49,597.13
0006	113	ASST. FIELD OPERATIONS DIR.	$47,380.00	$0.00	$47,380.00	0.04	$1,895.00	$0.00	$49,275.00	$49,275.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,275.00
0007	113	ADMINISTRATIVE AIDE	$41,614.00	$0.00	$41,614.00	0.04	$1,664.56	$0.00	$43,279.00	$43,279.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,279.00
0008	113	PAVING SUPVSR	$39,710.00	$0.00	$39,710.00	0.04	$1,588.40	$0.00	$41,298.00	$41,298.00	$360.00	$0.00	$0.00	$0.00	$0.00	$41,658.00
0009	113	COMMUNITY LIAISON	$37,620.00	$0.00	$37,620.00	0.04	$1,504.80	$0.00	$39,125.00	$39,125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,125.00
0010	113	MECHANIC III	$35,387.00	$0.00	$35,387.00	0.04	$1,415.48	$0.00	$36,802.00	$36,802.00	$480.00	$0.00	$0.00	$0.00	$0.00	$37,282.00
0011	113	MAINTENANCE III	$32,025.00	$0.00	$32,025.00	0.04	$1,281.00	$0.00	$33,306.00	$33,306.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,666.00
0012	113	HUMAN RES SPEC	$31,350.00	$0.00	$31,350.00	0.04	$1,254.00	$0.00	$32,604.00	$32,604.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,604.00
0013	113	HEAVY EQ OP III	$29,890.00	$0.00	$29,890.00	0.04	$1,196.00	$0.00	$31,086.00	$31,086.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,086.00
0014	113	HEAVY EQ OP III	$29,890.00	$0.00	$29,890.00	0.04	$1,195.60	$0.00	$31,086.00	$31,086.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,806.00
0015	113	HEAVY EQ OP III	$29,890.00	$0.00	$29,890.00	0.04	$1,195.60	$0.00	$31,086.00	$31,086.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$32,166.00
0016	113	HEAVY EQ OP II	$27,755.00	$0.00	$27,755.00	0.04	$1,110.20	$0.00	$28,865.00	$28,865.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,465.00
0017	113	HEAVY EQ OP II	$27,755.00	$0.00	$27,755.00	0.04	$1,110.20	$0.00	$28,865.00	$28,865.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,865.00
0018	113	HEAVY EQ OP II	$27,755.00	$0.00	$27,755.00	0.04	$1,110.20	$0.00	$28,865.00	$28,865.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,865.00
0019	113	HEAVY EQ OP II	$27,755.00	$0.00	$27,755.00	0.04	$1,110.20	$0.00	$28,865.00	$28,865.00	$780.00	$0.00	$0.00	$0.00	$0.00	$29,645.00
0020	113	HEAVY EQ OP II	$27,755.00	$0.00	$27,755.00	0.04	$1,110.20	$0.00	$28,865.00	$28,865.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,285.00
0021	113	HEAVY EQ OP III	$27,755.00	$0.00	$27,755.00	0.04	$1,110.00	$0.00	$28,865.00	$21,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,800.00
0022	113	HEAVY EQ OP III	$27,755.00	$0.00	$27,755.00	0.04	$1,110.20	$0.00	$28,865.00	$28,865.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,865.00
0023	113	TRUCK DRIVER II	$27,755.00	$0.00	$27,755.00	0.04	$1,110.00	$0.00	$28,865.00	$25,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,706.00
0024	113	MAINTENANCE III	$27,221.00	$0.00	$27,221.00	0.04	$1,088.84	$0.00	$28,310.00	$28,310.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,670.00
0025	113	HEAVY EQ OP III	$26,781.00	$0.00	$26,781.00	0.04	$1,071.00	$0.00	$27,852.00	$25,706.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,306.00
0026	113	TRCK DRIVER II	$26,688.00	$0.00	$26,688.00	0.04	$1,067.52	$0.00	$27,756.00	$27,756.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,296.00
0027	113	TRCK DRIVER II	$26,154.00	$0.00	$26,154.00	0.04	$1,046.16	$0.00	$27,200.00	$27,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,200.00
0028	113	HEAVY EQUIPMENT OPERATOR III	$26,001.00	$0.00	$26,001.00	0.04	$1,040.00	$0.00	$27,041.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0029	113	OFFICE CLERK	$26,000.00	$0.00	$26,000.00	0.04	$1,040.00	$0.00	$27,040.00	$27,040.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,040.00
0030	113	MECHANIC II	$25,765.00	$0.00	$25,765.00	0.04	$1,031.00	$0.00	$26,796.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	INVOICE CLERK	$25,620.00	$0.00	$25,620.00	0.04	$1,024.80	$0.00	$26,645.00	$26,645.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,645.00
0032	113	TRCK DRIVER II	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,706.00
0033	113	TRCK DRVER III	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,706.00
0034	113	TRCK DRIVER II	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,186.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1203-431-00-123-005-0
PCT.3 P/U RD

AI-10700

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	
0035	113	TRCK DRIVER II	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,186.00
0036	113	TRCK DRVER III	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,426.00
0037	113	MAINTENANCE II	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,366.00
0038	113	MAINTENANCE II	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,186.00
0039	113	TRCK DRIVER I	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,186.00
0040	113	MAINTENANCE I	$24,706.00	$0.00	$24,706.00	0.04	$1,000.00	$0.00	$25,706.00	$25,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,706.00
0041	113	TRF SA/SPC II	$24,516.00	$0.00	$24,516.00	0.041	$1,000.00	$0.00	$25,516.00	$25,516.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,116.00
0042	113	MAINTENANCE I	$23,272.00	$0.00	$23,272.00	0.043	$1,000.00	$0.00	$24,272.00	$24,272.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,872.00
0043	113	HEAVY EQ OP III	$23,197.00	$0.00	$23,197.00	0.043	$1,000.00	$0.00	$24,197.00	$24,197.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,677.00
0044	113	TRCK DRIVER I	$22,565.00	$0.00	$22,565.00	0.044	$1,000.00	$0.00	$23,565.00	$23,565.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,565.00
0045	113	TRCK DRIVER I	$22,565.00	$0.00	$22,565.00	0.044	$1,000.00	$0.00	$23,565.00	$23,565.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,565.00
0046	113	MAINTENANCE III	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0047	113	TRCK DRIVER II	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0048	113	MAINTENANCE II	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0049	113	TRF SA/SPC II	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0050	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0051	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,504.00
0052	113	MAINTENANCE III	$23,704.00	$0.00	$23,704.00	0.042	$1,000.00	$0.00	$24,704.00	$24,704.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,704.00
0053	113	CUSTODIAN	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,564.00
0054	113	HEAVY EQ OP II	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0055	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0056	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0057	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0058	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0059	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0060	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,204.00
0061	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$21,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,800.00
0062	113	MAINTENANCE I	$22,204.00	$0.00	$22,204.00	0.045	$1,000.00	$0.00	$23,204.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	TIRE REPAIR/MAINTENANCE	$25,765.00	$0.00	$25,765.00	0.04	$1,031.00	$0.00	$26,796.00	$26,796.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,796.00
T065	121	OFFICE CLERK	$0.00	$17,680.00	$17,680.00	0	$0.00	$0.00	$17,680.00	$17,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,680.00
T066	121	OFFICE CLERK	$0.00	$17,680.00	$17,680.00	0	$0.00	$0.00	$17,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	WELDER	$0.00	$31,200.00	$31,200.00	0	$0.00	$0.00	$31,200.00	$31,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,200.00
0068	**113**	**HEAVY EQUIPMENT OPERATOR I**	**$0.00**	**$22,880.00**	**$22,880.00**	**0**	**$0.00**	**$0.00**	**$22,880.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0069	**113**	**HEAVY EQUIPMENT OPERATOR I**	**$0.00**	**$22,880.00**	**$22,880.00**	**0**	**$0.00**	**$0.00**	**$22,880.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1203-431-00-123-005-0
PCT.3 P/U RD

AI-10700

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	
↑			$1,842,318.00	$112,320.00	$1,954,638.00		$75,995.56	$0.00	$2,030,633.00	$1,899,582.00	$14,639.90	$0.00	$0.00	$0.00	$0.00	$1,914,221.90

Creation of two (2) new Heavy Equipment Operator I full time positions (slots # (0068 and 0069) pending CC approval.

AI-10792 **21.A.5.**

Hurricane Dolly and/or Recent Torrential Rains/Flooding Events/Disasters

CC REGULAR

Date: 09/02/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

A. Presentations by Beck Disaster Recovery, consultant, and/or AshBritt, disaster related services contractors for discussion, consideration, and applicable/necessary action in connection with Hurricane Dolly including, but not limited to, federal and state public assistance and/or re-imbursement efforts;

B. Presentation by EMC and/or Precincts for discussion, consideration, and applicable/necessary action in connection with the most recent issuance (by the County Judge) of a Declaration of Disaster due to the torrential rain event of 8/16/08 causing widespread flooding and damage with details of necessary efforts and measures: 1) '...to promptly relieve the necessity of the citizens or to preserve the property of the county; and/or 2) '...preserve or protect the public health or safety of the residents of the county; and/or, 3) "an item necessary because of unforeseen damage to public property (i.e. contracting of vacuum trucks, etc.).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-12X-001-0-350
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fiscal impact estimates provided by contractor total approximately $125,000.00 for Pct. 4 (4-vacuum truck services) and $65,000.00 for Pct. 2 (2-vacuum truck services) for a seven day period (12 hours/day).

Funding is pending approval of appropriation of funds in the amount of $125,000.00 for Pct. 4 & $65,000.00 for Pct. 2, refer to AI 10792 from the G/F unreserved fund balance due to emergency declaration on 8-19-08 in accordance with LGC 111.041. Funds available as of 8-22-08.

Acct No. 8-1100-432-00-124-001-0-350 Sanitation Pct. 4-Contractual Services $125,000.00
Acct No. 8-1100-432-00-121-001-0-350 Sanitation Pct. 1-Contractual Services $ 65,000.00.

Attachments

Link: 10792

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 07:55 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/22/2008 09:20 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 10:27 AM	APRV
4	Purchasing Department (Originator)	Marty Salazar	08/22/2008 04:34 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Marty Salazar Started On: 08/21/2008 04:29 PM

Final Approval Date: 08/22/2008

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo on the 16th day of August, 2008, has suffered widespread flooding from

Recent heavy rains within the last 48 hours has caused damages to property, homes and crops. More rain is expected within the next 48 hours.

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County pursuant to §418.108(a) of the Texas Government Code.

2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County.

3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.

5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 19th day of August, 2008.

J.D. Salinas, III
Hidalgo County Judge

Attest:

Arturo Guajardo, Jr.
Hidalgo County Clerk

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ Phone (956) 318-2600 ★ Fax (956) 318-2699

Requisition

Req # 00138120

PO #

Date: 08/21/08

Bill To: x
x

Vendor : 360678
ASHBRITT, INC.
480 S ANDREWS AVE., SUTIE 103
POMPANO BEACH FL 33069

Ship To: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Contact: MUNOZ JR
956-383-3112

Contract No:

Special Instructions:
PCT. REQ. #1046

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	LOT	BLANKET PURCHASE ORDER FOR THE REMOVAL OF WATER FROM VARIOUS LOCATION WITHIN PCT. #4 THAT WERE AFFECTED BY THE TORRENCIAL RAINS OF AUGUST 16, 2008 AND THERE AFTER WHICH LEFT SUCH LOCATIONS FLOODED.	125,000.00	125,000.00
1				.00
		Account No [redacted]	Encumbrance	
			Freight	.00
			Total	125,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		811004320013400 1-0-350		

Authorized By: _____

Requisition

Req # 00138115

PO #

Date: 08/21/08

Bill To: x
x

Vendor : 360678
ASHBRITT, INC.
480 S ANDREWS AVE., SUTIE 103
POMPANO BEACH FL 33069

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: RCUELLAR
956-787-1891

Contract No:

Special Instructions:
R0088

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1		VACUUM EQUIPMENT RENTAL TO EXTRACT RAINFALL DUE TO THE EVENT OF 08/16/2008	65,000.00	65,000.00
		Account No	Encumbrance	
			Freight	.00
			Total	65,000.00
		EQUIPMENT RENTAL		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		81100432001220010350		

Authorized By: _____

GENERAL MESSAGE

TO:	Purchasing	EVENT: HC RAINFALL EVENT 8-16-08	
FROM:	Hidalgo County EMERGENCY MANAGEMENT	REQUEST: 004	
SUBJECT:	Request for TRUCKS	DATE: 8-21-08	TIME: 11:15AM

MESSAGE:

REQUEST FOR FOUR VACUUM TRUCKS (FULL SIZE -10,000 GALLONS) TO REPORT TO PCT 4 WAREHOUSE LOCATED AT NORTH OF SCHUNIOR ON DOOLITTLE

ATTN: ROBERT ANDRADE 279-5865

WORK SITE WILL BE: ALAMO Road North of Alberta – EAST Side on FRANCESCA ST.

for storm rainson 08/16/08

SIGNATURE: Tony Perez	POSITION:

REPLY:

DATE:	TIME:	SIGNATURE/POSITION:



Hidalgo County Division of Emergency Services

Department of Emergency Management
100 E. Cano, 2nd Floor Edinburg, TX 78539
956-318-2600 956-318-2699 Fax

********** **CONFIDENTIALITY NOTICE** **********
This facsimile message and accompanying documents contain information from the Hidalgo County Judge's Office, which may be **CONFIDENTIAL AND/OR PRIVILEGED.** The information is intended to be for use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this facsimile in error, please notify us by telephone immediately. Thank You.
****

To: Darlene/Purchasing Date: August 20, 2008

Fax Number: 318-2629 Pages: 2 Including cover sheet

From: Belinda Alvarez

Subject:

COMMENTS:

GENERAL MESSAGE

TO:	Purchasing	EVENT: HC RAINFALL EVENT 8-16-08	
FROM:	Hidalgo County EMERGENCY MANAGEMENT	REQUEST:	003
SUBJECT:	Request for TRUCKS	DATE: 8-21-08	TIME: 10:39AM

MESSAGE:

REQUEST FOR TWO VACUUM TRUCKS (SMALL ONES IF AVAILABLE 3000-60000) TO REPORT TO PCT. 2 YARD

LOCATED AT 301 E. STATE PHARR, TX

ATTN: RICARDO CUELLAR 956-369-0823

for stormrain on
08/14/08

SIGNATURE:	POSITION: Asst Emc

REPLY:

DATE:	TIME:	SIGNATURE/POSITION:

ICS 213

NFES 1336

=== COVER PAGE ===

TO: _____

FROM: HIDALGO COUNTY

FAX: 92897889

TEL: 92897889

COMMENT:



Hidalgo County Division of Emergency Services

Department of Emergency Management
100 E. Cano, 2nd Floor Edinburg, TX 78539
956-318-2600 956-318-2699 Fax

********** **CONFIDENTIALITY NOTICE** **********

This facsimile message and accompanying documents contain information from the Hidalgo County Judge's Office, which may be **CONFIDENTIAL AND/OR PRIVILEGED.** The information is intended to be for use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this facsimile in error, please notify us by telephone immediately. Thank You.

****

To: Darlene/Purchasing Date: August 20, 2008

Fax Number: 318-2629 Pages: 2 Including cover sheet

From: Belinda Alvarez

Subject:

COMMENTS:

AI-10720 **21.A.6.**

Cabling-Installation-Time-Materials-Other Services
CC REGULAR

Date: 08/26/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and approval of the evaluation/scoring of the responses received for the "RFP Project No: 2008-277-07-30-VYG-Cabling-Installation-Time-Materials-Other Services" and;

B. Requesting authorization for the Purchasing Department to negotiate a contract with number one (1) ranked participant for the RFP Project No: 2008-277-07-30-VYG-Cabling-Installation-Time-Materials-Other Services".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/21/08 $20,678.19

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: Scoring Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:17 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:57 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/21/2008 02:57 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 10:30 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Vangie Garcia Started On: 08/19/2008 04:24 PM

Final Approval Date: 08/22/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

RFP OPENING DATE: JULY 30, 2008 **RFP OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Hidalgo County – Cabling –Installation-Time-Materials-Other Services"

RFP NO: 2008-277-07-30-VYG

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Starr Telecommunications Leonel J. Lopez	Emailed Mail	Vangie Y. Garcia	07/14/08	(p) 956-580-1333 (f) 956-519-7859	7130 W. Exp. 83 Mission, Tx 78572
2.All Valley Communications Jesse Garcia, Jr.	Mail	Vangie Y. Garcia	07/14/08	(p) 956-797-9766 (f) 956-797-9467	120 N. Main Street La Feria, Tx 78559
3.S.J.S.	Mail	Vangie Y. Garcia	07/14/08	(p) 956-630-1654 (f) 956-994-3151	521 Laurel Avenue McAllen, Tx 78501
4. Superior Alarms Alex Molina	Mail	Vangie Y. Garcia	07/14/08	(p) 956- (f) 956-213-1179	600 Ash Avenue McAllen, Tx 78501
5. Phone Den Oscar Gonzalez	Mail	Vangie Y. Garcia	07/14/08	(p) 956-381-0105 (f)380-1189	2121 Las Palmas Edinburg, Tx 78539
6. Total Technology	Fed Exp.	Vangie Y. Garcia	07/14/08	(p) (f)	600 Kenrick Dr. #A-5 Houston, Tx 77060
7.Computer Maintenance Service-Richard Walters	Emailed Mailed	Vangie Y. Garcia	07/14/08	(f)956-687-2187 (p) 956-655-7598	P.O. Box 5533 6205 N. 15th Street McAllen, Texas 78504
8.					
9.					
10.					
11.					
12.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFP OPENING DATE: JULY 30, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"	
RFP NO: 2008-277-07-30-VYG	

RFP #	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	JAMBROS TECHNOLOGIES			
#2	STE STARR TELE COMM.			
#3	THE CARNESI COMPANY			
#4				
#5				
#6				
#7				
#8				
#9				
#10				

EVALUATION/GRADING GRID
RFP NO: 2008-277-07-30-VYG
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

EVALUATION CRITERIA	JABROS TECHNOLOGIES					CARNESI COMPANY					STARR TELECOMMUNICATIONS				
	GRADERS														
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
ELECTRICAL and TELE-DATA COMMUNICATIONS CONTRACTOR(s): The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	5	0	10	0	15	15	20	15	15	18	18	18	20	20	20
UNDERSTANDING THE SERVICES/METHODOLOGY: The "Electrical and Tele-data Communications Contractor(s)" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".	5	5	15	0	20	18	15	15	0	20	18	15	20	0	20
COST FEES AND WARRANTY: Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.	15	5	10	15	20	20	20	30	30	30	20	20	30	20	25
ABILITY TO COMMIT TO ALL REQUIRED "SERVICES": The "Electrical and Tele-data Communications Contractor(s)" should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.	5	0	15	0	20	20	20	20	20	25	28	28	30	20	30
TOTAL	30	10	50	15	75	73	75	80	65	93	84	81	100	60	95
AVERAGE	36					77.2					84				

RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)

AI-10724 **21.A.7.**

Lubricants

CC REGULAR

Date: 08/26/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and action to terminate contract previously approved by Commissioners Court meeting on 05/13/2008 with Oil Patch for "Lubricants (Grease, Oil, Hyraulic Fluids) and Anti-Freeze Products" for Hidalgo County due to requested price increases would surpass the 25% escalation clause limit set under the terms and conditions of the contract.

B. Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e.specifications and draft contract document) as attached hereto for "Lubricants (Grease, Oil, Hyraulic Fluids) and Anti-Freeze Products"

BACKGROUND

Cancellation Letter from Vendor

Draft Specs/Contract

Proposed advertisement dates pending

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** various object code 683
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This project is a countywide project. Funding will be available on an "as needed basis". Please refer to attached expense report for funding availability as of 8-21-08, object code 683 "Lubricants".

Attachments

Link: Lubricants

Link: Expense report as of 8-21-08 lubricants

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:31 PM	APRV

2	Budget & Management	Veronica Lopez	08/21/2008 12:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/21/2008 04:55 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 10:32 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Mary Maldonado Started On: 08/20/2008 08:36 AM

Final Approval Date: 08/22/2008

Oil Patch Fuel & Supply, Inc.

Audra Marks – Brownsville Branch Office
1905 Bayou Court Road, Brownsville, TX. 78526
Phone (956) 831-4839
Fax (956) 831-9296

tyaudram@aol.com

August 14, 2008

Martha L. Salazar CPPB, Purchasing Agent
The County of Hidalgo
2812 So. Business Hwy. 281
Edinburg, Texas 78539

Ref: Lubricants (Grease, Oil & Hydraulic Fluids) and Anti-Freeze Products – C-08-012-00-00

Dear Ms. Salazar,

Oil prices have increased twice, once in May and then August, since the original bid was submitted on March 2008. Recently we were informed from our supplier, Shell Lubricants; prices will be increasing again in September. Due to the volatile oil market Oil Patch Fuel & Supply can no longer provide any prices for the above bid number.

The county would be looking at an increase of more than 40%. This would surpass the twenty-five percent (25%) increase limit during the contract term as stated on page 3 of the county contract.

We hope the oil market will stabilize in the near future and we will be able to resume business as usual.

If you should have any questions, please feel free to call me or the owner of the company at our main office number (956) 831-4839.

Respectfully,

Audra Marks

Audra Marks
Oil Patch Fuel & Supply, Inc.

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By _____

Time 1:47 8/19/08

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, by and between,_____, a _____Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids)and Anti-Freeze Products"-** [commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **Six (6) months** with Hidalgo County's sole discretion to extend the contract for an additional **Six (6) months** and contingent upon cost to remain unchanged.

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids)and Anti-Freeze Products"** in an area of Hidalgo County projects for a period of **six (6) months** from the effective date of this Agreement, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so

as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

_____
_____
_____

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

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary

or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

5. **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.

e. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____

Juan De Dios Salinas, III, County Judge

ATTEST:

_____

Arturo Guajardo County Clerk

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
By:_____

draft

TABULATION SHEET

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

Quart _____

Gallon _____

5 Gallon _____

55 Gallon _____

Bulk _____

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

5 Gallon _____

55 Gallon _____

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

Quart _____

Gallon _____

5 Gallon _____

55 Gallon _____

Bulk _____

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

Quart _____

Gallon _____

5 Gallon _____

55 Gallon _____

Bulk _____

TABULATION SHEET

1E. Rotella T (15 W-40 C J 4)

Quart _____

Gallon _____

5 Gallon _____

55 Gallon _____

2 Gasoline Engine Lubricants
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

Quart _____

55 Gallon _____

Bulk _____

2B **SAE10W-30**

Quart _____

Gallon _____

5 Gallon _____

55 Gallon _____

Bulk _____

2C **SAE5W-20**

55 Gallon _____

Bulk _____

2D **SAE30**

Quart _____

55 Gallon _____

Bulk _____

2E **SAE40**

Quart _____

55 Gallon _____

Bulk _____

TABULATION SHEET

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

Quart _____

55 Gallon _____

3B **Type F ATF** meeting Ford M2C33-F specifications

Quart _____

55 Gallon _____

3C **Mercon 5 - Trasmission Fluid**

12 / 1 Qt. _____

55 Gallon _____

4 **Tractor Hydraulic Fluids**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

5 Gallon _____

55 Gallon _____

5 **Differential/ Final Drive Gear Lubricants**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

35# Pail _____

400 Lb Drum _____

5A **SAE 80W-90 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

35# Pail _____

120 Lb Keg _____

400 Lb Drum _____

TABULATION SHEET

5B **SAE 85W-140 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

35# Pail _____

120 Lb Keg _____

400 Lb Drum _____

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: GL-5, MT-1, Mack GO-J**

35# Pail _____

120 Lb Keg _____

400 Lb Drum _____

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

35# Pail _____

120 Lb Keg _____

400 Lb Drum _____

5E. **SAE50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

35# Pail _____

120 Lb Keg _____

400 Lb Drum _____

5F **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

400 Lb Drum _____

TABULATION SHEET

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

400 Lb Drum _____

6 **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.**

6A **ISO 32**

5 Gallon _____

55 Gallon _____

6B **ISO 46**

5 Gallon _____

55 Gallon _____

6C **ISO 68**

5 Gallon _____

55 Gallon _____

6D **ISO 100**

5 Gallon _____

55 Gallon _____

7 **BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering**

7A **Brake Fluid**

Pint _____

Quart _____

Gallon _____

7B **Power Steering Fluid**

Pint _____ _____

Quart _____ _____

Gallon _____ _____

TABULATION SHEET

8 **Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon**

5 Gallon _____

55 Gallon _____

9 **Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums**

9A **Lithium Complex High Temp Grease meeting specifications:**
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

Case 10 _____

35# Pail _____

120 # Keg _____

55 Gallon _____

9B **Lithium Complex High Temp Grease w/ 3% moly meeting specifications:**
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

Case 10 _____

120 # Keg _____

10 **Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

10A **Ethylene Glycol Antifreeze meeting specifications for:**
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

1 Gallon _____

10B **Extended Life Antifreeze/ Coolant meeting specifications for:**
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

1 Gallon _____

55 Gallon _____

11 **Shop Chemicals and Products made available in various sizes**

11A **Aerosol Brake Cleaner**

_____

TABULATION SHEET

11B **Aerosol Engine Degreaser**

_____

11C **Aerosol Starting Fluid**

_____

11D **Aerosol Penetrating Oil**

_____

11E **Oil Absorbent**

_____

11F **Gasoline Fuel Additive**

_____

11G **Diesel Fuel Additive**

_____ _____

11H **Engine Oil Additive**

_____ _____

11I **Aerosol Lubricant**

_____ _____

13. **Easy Slide RB-9512 Dryfilm Lubricant : Sizes 12.8 oz. can**

12.8 oz. can _____

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-419-40-115-069-0-683	CRTHSE PK LOT-LUBRICANTS	100.00	100.00	.00	.00	100.00	.00
8-1100-419-40-220-001-0-683	GEN GOVT BLDG-LUBRICANTS	5,000.00	4,000.00	.00	.00	4,000.00	.00
8-1100-419-50-115-059-0-683	DBM-SAFETY DIV-LUBRICANTS	50.00	50.00	.00	.00	50.00	.00
8-1100-421-00-280-001-0-683	SHERIFF-LUBRICANTS	42,000.00	42,000.00	2,083.94	15,729.41	24,186.65	42.41
8-1100-421-00-294-001-0-683	CONSTABLE PCT.4-LUBRICANTS	1,000.00	1,000.00	136.20	.00	863.80	13.62
8-1100-422-10-300-001-0-683	EMERG SRVS-FM-LUBRICANTS	300.00	300.00	.00	.00	300.00	.00
8-1100-423-21-280-002-0-683	JAIL-LUBRICANTS	1,000.00	1,000.00	.00	.00	1,000.00	.00
8-1100-432-00-121-001-0-683	SANITATION PCT.1-LUBRICANTS	2,000.00	7,300.00	1,417.26	5,181.88	700.86	90.40
8-1100-432-00-122-001-0-683	SANITATION PCT.2-LUBRICANTS	1,400.00	1,400.00	.00	.00	1,400.00	.00
8-1100-432-00-123-001-0-683	SANITATION PCT.3-LUBRICANTS	1,300.00	5,300.00	.00	2,001.90	3,298.10	37.77
8-1100-432-00-124-001-0-683	SANITATION PCT.4-LUBRICANTS	2,000.00	2,000.00	1,658.00	.00	342.00	82.90
1100 GENERAL FUND		**56,150.00**	**64,450.00**	**5,295.40**	**22,913.19**	**36,241.41**	**43.77**
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-683	CO SHOP-LUBRICANTS	1,500.00	6,500.00	3,369.89	.00	3,130.11	51.84
1200 R&B COUNTY WIDE		**1,500.00**	**6,500.00**	**3,369.89**	**.00**	**3,130.11**	**51.84**
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-005-0-683	PCT.1 P/U RD-LUBRICANTS	10,000.00	10,000.00	2,050.71	2,806.14	5,143.15	48.57
1201 R&B PRECINCT NO.1		**10,000.00**	**10,000.00**	**2,050.71**	**2,806.14**	**5,143.15**	**48.57**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-683	PCT.2 P/U RD-LUBRICANTS	10,164.00	10,164.00	2,649.94	3,257.10	4,256.96	58.12
1202 R&B PRECINCT NO.2		**10,164.00**	**10,164.00**	**2,649.94**	**3,257.10**	**4,256.96**	**58.12**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-005-0-683	PCT.3 P/U RD-LUBRICANTS	17,000.00	32,000.00	1,104.42	20,621.89	10,273.69	67.89
1203 R&B PRECINCT NO.3		**17,000.00**	**32,000.00**	**1,104.42**	**20,621.89**	**10,273.69**	**67.89**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-007-0-683	PCT.4 P/U RD-LUBRICANTS	11,000.00	11,000.00	2,451.93	7,650.29	897.78	91.84
1204 R&B PRECINCT NO.4		**11,000.00**	**11,000.00**	**2,451.93**	**7,650.29**	**897.78**	**91.84**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-683	PARKS PCT.1-LUBRICANTS	500.00	500.00	399.99	.00	100.01	80.00
1211 PARKS PRECINCT NO.1		**500.00**	**500.00**	**399.99**	**.00**	**100.01**	**80.00**
1212 PARKS PRECINCT NO.2							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-683	PARKS PCT.2-LUBRICANTS	250.00	250.00	.00	.00	250.00	.00
1212 PARKS PRECINCT NO.2		**250.00**	**250.00**	**.00**	**.00**	**250.00**	**.00**
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-683	PARKS PCT.3-LUBRICANTS	100.00	100.00	.00	.00	100.00	.00
1213 PARKS PRECINCT NO.3		**100.00**	**100.00**	**.00**	**.00**	**100.00**	**.00**
1214 PARKS PRECINCT NO.4							
8-1214-452-00-124-009-0-683	PARKS PCT.4-LUBRICANTS	262.00	262.00	.00	.00	262.00	.00
1214 PARKS PRECINCT NO.4		**262.00**	**262.00**	**.00**	**.00**	**262.00**	**.00**
8 YEAR		**106,926.00**	**135,226.00**	**17,322.28**	**57,248.61**	**60,655.11**	**55.15**

AI-10735 **21.A.8.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 08/26/2008
Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

---

Information

CAPTION

A. Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with ComdataCorporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:
1. Hidalgo County Community Supervision and Corrections Department (CSCD)
2. Hidalgo County Judge Division of Emergency Services
3. Hidalgo County Headstart

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-008-8-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Comm Corr.-Available Balance as of 8-21-08 $0.42.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-429-00-300-023-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Division of Emergency Services-Available Balance as of 8-21-08 $13,593.26.

FISCAL YEAR: **ACCT. #:** 19-5455-20-10000-505

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

BUDGETARY IMPACT:

Headstart funds.

Attachments

Link: CSCD 08.26.08

Link: Emergency Svcs & Headstart

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:38 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:58 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/21/2008 05:20 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 10:34 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Ovidio Gonzalez Started On: 08/20/2008 11:22 AM

Final Approval Date: 08/22/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County CSCD
Billing Address:	P O BOX 970 Edinburg, Texas 78540
Fuel Card Manager:	Noelia Ramirez and Diana G Solis
	This person can not have use of the fuel card
Phone Number:	(956) 587-6142 and (956) 587-6008
County Email:	ad009@hidalgococscd.com / ad004@hidalgococscd.com
Web user Name:	Adult Probation **Password:**
Hidalgo Co Acct Number:	8-1297-423-00-320-002-8
Requested By:	RAUL MACIAS, ASST DIRECTOR
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
~~761-532~~	~~1999 Van 15 Passenger~~	~~1FBSS31L9XHB35796~~	

RECEIVED BY HIDALGO COUNTY PURCHASING DEPARTMENT

By _____

Time 3:07 8/12/08

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	GREG	NAVA	104005		
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ Add Vehicle Card ☐ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department: Hidalgo County Judge - Division of Emergency Services
Billing Address: 100 E. Cano, Edinburg Tx. 78539
Fuel Card Manager: Maxine Elizondo
This person can not have use of the fuel card
Phone Number: 956-318-2615
County Email: maxine.elizondo@hidalgocountyjudge.com
Web user Name: EMC 123 **Password:** 1
Hidalgo Co Acct Number: 8-1100-429-00-300-023-0-682
Requested By: A.A. "Tony" Pena, Jr. AA. Tony Pena
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
Model #'s			
PM0645500	Generator 1	F1060 1342 B (Serial#)	
PM0645500	Generator 2	F1060 1343B (Serial#)	

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Head Start Program
Billing Address:	PO Box 0117 Edinburg, TX 78541
Fuel Card Manager:	Elma Keller
	This person can not have use of the fuel card
Phone Number:	(956) 383-0706
County Email:	epkeller@hchsp.org
Web user Name:	EKeller **Password:** 1
Hidalgo Co Acct Number:	
Requested By:	Teresa Flores
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	Rogelio	Cervantes	003898		
2	Daniel	Garza	003884		
3	Darlene	Garza	003519		
4	Raul	De La Rosa	003081		
5	Luis Enrique	Robles	003793		
6	Raul	Ornelas	003932		
7	Maria	Contreras	003841		
8	Sergio	Martinez	003748		
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

AI-10736 **21.A.9.**

Long Distance Telephone Services-Hidalgo County -Approval of Specifications and Authority to Advertise

CC REGULAR

Date: 08/26/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise a request for proposals with approval of procurement packet (i.e. requirements, evaluation criteria and draft contract document) as attached hereto for "Hidalgo County-Long Distance Telephone Services". (RFP No. 2008-330)

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: August 30, 2008
2nd Advertisement: September 6, 2008
Proposal Opening Date: September 17, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-531
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08-22-08 $29,225.87

Attachments

Link: Exhibit A
Link: Exhibit B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:38 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:58 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/22/2008 09:05 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 10:35 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Sandra Montalvo Started On: 08/20/2008 11:32 AM

Final Approval Date: 08/22/2008

EXHIBIT "A"

HIDALGO COUNTY
"Long Distance Telephone Services"

REQUIREMENTS / SCOPE OF SERVICES

REQUEST FOR PROPOSALS
No. 2008-330-09-17-SMA

EXHIBIT "A"
HIDALGO COUNTY
REQUEST FOR PROPOSAL FOR:

"LONG DISTANCE TELEPHONE SERVICES"

RFP NO: 2008-330-09-17-SMA

REQUIREMENTS

Overview:
Hidalgo County, hereafter known as the "County," is now accepting competitive sealed proposals for Long Distance Telephone Services (IntraLata, IntraState, InterState and International). The telecommunication system must be provided through the use of access lines, intercom equipment, and facilities from the serving office to the County's premises. The long distance telephone services are to be provided countywide.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for
"Long Distance Telephone Services-Hidalgo County" as specified herein. Proposals will be accepted until 9:30 A.M., Wednesday, September 17, 2008. Fax proposals will not be accepted. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.** One (1) original and seven (7) copies of the proposals must be delivered or mailed in a sealed envelope marked: **RFP No. 2008-330-09-17-SMA "Long Distance Telephone Services-Hidalgo County" Deliver** RFP to:

The following outlines the Request For Proposal:

SECTION I -GENERAL TERMS AND CONDITIONS

GENERAL INFORMATION: Hidalgo County is requesting that responses be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

The submittal envelope must show: Company name, RFP Number, Project name And Opening Date.
Company Name: _____
RFP Number: 2008-330-09-17-SMA
Project Name: "Hidalgo County –Long Distance Telephone Services"
Acceptance Date: September 17, 2008 at 9:30 am.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

Please note that any verbal inquiries made which may result in a misunderstanding or misinterpretation by prospective proposer are not the responsibility of Hidalgo County and will not be considered a valid reason for discrepancy in accurately responding to the RFP.

Hidalgo County is exempt from Federal, State and Local taxes, TIF, and the Texas Universal Service Fund Surcharge.

ADDITIONAL INFORMATION: WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, September 10, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 12, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of the resultant contract shall commence from the date of award for an initial period of one (2) year with the County's option to extend the contract for one (1) additional year subject to satisfactory performance, terms, rates price and conditions remain the same.
Grace period: Hidalgo County reserves the right to continue this contract for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

Contract award: The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the importance of service, proposer's qualifications, demonstrated ability to provide the required services, demonstrated ability to respond to Hidalgo County's needs on a timely basis, past performance, references, price, professional acumen and other factors set forth in the RFP. Prices must be fixed and will service as the basis for awarding additional funds if received.

SECTION II - RFP REQUIREMENTS

RESPONSE TO PROPOSAL SUMMARY BELOW

Name of Company offering service: _____

LONG DISTANCE SERVICE

Item	Price
Switched One + Outbound Cost per Minute	
A. IntraLata	_____
B. InterLata	_____
C. InterState (state-to-state)	_____
D. International	
1. Mexico (border band)	_____
2. Canada	_____
Monthly Charge per Account	_____
Switched Inbound Toll Free Service Cost per Minute	_____
Monthly Charge per Line	_____
Calling Card Cost per Minute	_____
Surcharge Cost	_____
Conference Calling Cost per Minute	_____
Total Max Participants	_____
Cost per Participant	_____
Local (Lata) Directory Assistance	_____
Intrastate Directory Assistance	_____
National Directory Assistance	_____
Reverse # Directory Assistance	_____
Presubscribed Interexchange Carrier Charge (PICC)	
Also known as Carrier Access Charge or Access Line	
A. Business Line	_____

State your company's policy regarding the reimbursement of PIC and LPIC change charges billed by local telephone companies.

_____

_____

WE THE UNDERSIGNED SUBMIT THE ABOVE PROPOSAL FOR THE ABOVE MENTIONED ITEMS:

I/we have read the proposal requirements, conditions, and specifications, which are an integral part of the terms of this contract.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current Texas codes. Furthermore, I understand that fraud and unlawful collusion are crimes under the Federal Law, and can result in fines, prison sentences and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the firm

Name of Firm: _____

Address: _____

Signature: _____

Name: _____
(Type or Print)

Title: _____ **Date:** _____

Telephone #: _____ **Fax #:** _____

All proposals must have completed pages four (4), which is to act as a checklist for required items.

SCOPE OF PROJECT

The County is seeking proposals from carriers to provide Long Distance Telephone Services by no later than 9:30 a.m. on September 17, 2008. Proposals must provide solutions that preserve or improve the existing level of service.

The County is requesting proposals for IntraLata, InterLata, InterState, International, 800, and Calling Card long distance services; including various directory assistance services.

SPECIFICATIONS TO THE PROPOSER

Please read the specifications thoroughly to be sure the proposal offered complies with all requirements of the RFP. Variations from the specifications must be clearly indicated.

The long distance vendor shall provide long distance switched services to the County. Line quality must be as clear and as crisp as a local call. There shall be no charges for unanswered calls and billing must be in six (6) second increments or better.

The services to be furnished under this proposal must comply with all Federal Communications Commission (FCC) and Public Utility Commission (PUC) Rules (Substantive Rule 26.211).

Page Seven (7) of the RFP must be signed by an authorized representative of the company and included with the proposal in order to be considered valid.

Proposals cannot be altered after opening time. Any additions, deletions, or variations from the following specifications must be noted. Any parts not specifically mentioned which are necessary to the service to be complete and ready for use must be identified in your proposal.

The number of days required to deliver the service must be stated in the proposal. A cutover schedule must be given to the County, after proposal award. The County reserves the right to postpone the installation or implementation of any location it deems necessary.

When a delay can be foreseen, vendor shall give notice to the County. The proposer must keep the County advised at all times of the status of cutover. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the County to purchase such service elsewhere and charge increase in monthly cost and installation charges to defaulting vendor. Acceptable reasons for delayed delivery are as follows:

Acts of God (floods, tornadoes, hurricanes, etc.)
Acts of government, fire, strikes, war
Actions beyond the control of the successful vendor

Proposer shall carefully examine the proposal forms, specifications, and instructions to proposer. Should the proposer find discrepancies in, or omissions from, specifications, forms or documents, or should he be in doubt as to their meaning, he should within herein specified time for questions, notify Hidalgo County in writing to obtain clarification by addendum prior to submitting any proposal.

GENERAL INFORMATION

Contract Documents

This Request for Proposal (RFP) and all supplements, addenda and/or modifications will become part of the contract. Should other agreements and/or contracts required by the successful vendor differ in wording or intent from the RFP and other documents required by the County, it is agreed to by the vendor that the County's documents will control the transaction.

Validity of Proposal

To be considered as valid, all items listed on pages Six (6) and Seven (7) of the RFP must be included. All vendor offerings submitted in response to this request for proposal must remain in effect for ninety (90) days from date of proposal opening.

Right of Rejection

The County has the right to reject work, which does not conform to proposal/contract specifications. Defective work will be corrected within a mutually agreed upon time, or the County will consider vendor in default of vendor's obligation and order vendor to stop work.

Award

The County reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the County and hold the proposals for a period of ninety (90) days during which an award will be made by the County.

Proposal Submission

Specifications are to be addressed, item for item, in the order listed herein. Failure to complete specifications fully, or using evasive or false responses, may cause disqualification of proposal.

Company Background

Details of company history to be included are: date of formation, principals involved in the company, financial and organizational growth, and other data the vendor may deem pertinent.

If your company is in the process of merging with another telecommunications company, list the name of the company. _____

CLEC/LSP/IXC Financial Information

Financial statements for the most recent fiscal year must be included as part of the proposal but should not be a part of the binder. All financial statements should be provided in a separate envelope. If vendor is a telecommunication division of a major long distance company, financial data for the long distance division must also be included.

Indicate your company type:

Local Exchange Company (LEC) _____
Competitive Local Exchange Company (CLEC) _____
Local Service Provider (LSP) _____
Interexchange Carrier (IXC) _____

Legal Considerations

All work is to comply with applicable federal, state and city laws, and the rules of the PUC.

County Responsibilities

The County agrees to provide vendor access to premises throughout reasonable hours during the installation/implementation of the services.

All ANI's, by type, will be provided to the awarded Long Distance vendor.

Vendor Responsibilities

Vendor must be responsible for any additional wiring, connection points and other parts/materials necessary for a fully operational system. Permission must be obtained from the County prior to cutting any surfaces of property. Repair of any damage due to carelessness or accidents of vendor representatives or subcontractors will be the responsibility of the vendor.

The successful vendor shall be responsible for testing all lines accessing both the local and long distance networks.

The successful vendor shall provide at least one technician and one customer service representative on site during each cutover. The customer service representative shall be responsible for making his own appointment with a County representative at each location and shall provide adequate training pertaining to any changes as a result of the cutover.

Insurance

Proposer shall be responsible for the proper protection of all personnel, materials, and equipment stored on or off the properties of the client in relationship to the installation of said telephone service. Any subcontractors used by the awarded vendor shall be required to furnish same. In addition to the county's insurance requirements listed on Exhibit "C", insurance coverage shall include the following:

1) Builder's Risk and Owner's Liability Insurance must include vandalism and malicious mischief endorsements up to 100% of the insurable value of work. This insurance shall include the interest of the awarded vendor, subcontractor, and the County.

2) Property Damage - Minimum of $100,000.00.

Proof of insurance will be requested prior to the commencement of the project.

Wiring

Care shall be exercised in all applicable wiring to avoid damage to cable and equipment. All wiring and connectors shall be installed in strict adherence to standard communication installation practices and all federal, state and local applicable building codes. Vendor shall take all necessary precautions to protect the building area adjacent to the work area.

Data Input

Proposer agrees to accept the responsibility for data input of all features and/or other data pertinent to operation of system. It is also the responsibility of the vendor to identify individual station feature options and make options known to the County.

System Acceptance

Acceptance of installed services will be contingent upon meeting the specifications and overall compliance to all requirements contained herein. The vendor will perform functional testing for all central office trunks, stations, and required features. Said testing and any resulting changes necessary will be completed within twenty-four (24) hours of scheduled cutover.

Maintenance

The long distance carrier will be responsible for keeping their network up-to-date with new area codes and exchanges.

Contract Documents

All documents contained in the RFP will become part of the contract between the County and the successful proposer. In addition, the response to the proposal on the part of the successful vendor, as well as any and all supplements, modifications, and/or addenda requested prior to installation, will become part of the contract.

If an affidavit or a letter of election is to be signed by the County, a copy of the document must be part of the proposal.

A Non-Appropriations clause must be part of the Contract or Agreement. The clause must include the following:

Not withstanding anything to the contrary herein, in the event the County of Hidalgo fails to appropriate sufficient funds for any of the County's fiscal years occurring during the term of agreement, which appropriations are for the purpose of paying the monthly or other charges set forth in the Agreement for services similar to those described herein, the term of the agreement shall end at midnight on September 30 of the County's fiscal year for which appropriations were made without further liability to the telephone company except for payment of monthly charges due and payable for services provided to the date of termination. The Non-Appropriations Clause must supersede all terms and conditions pertaining to termination liability charges.

Deviations/Errors

Any deviation between the contract and a tariff must be corrected at once. If there are billing errors due to differences between the tariffs and/or the customer contract and the actual invoices, adjustments must be made by the second billing period after the cutover.

The amount of the credit adjustment must include compound interest and will be retroactive to the time the error occurred.

Installation

All vendor travel time, lodging, per diem or other relevant costs to the installation of the proposed system, if any, are to be included in the proposal. There will be no itemized or separate installation fees charged to the County in addition to the proposed listed service.

Installation Schedule

The vendor is required to present with this proposal an installation timeline outlining cutover periods, installation, and system testing time. Cut sheets should be provided to the County seven (7) workdays prior to each cut date.

Training

User training, if any, is to include clear detailed brochures for each user outlining the various features and instructions for use and is to be supplied by the awarded vendor.

Proposer agrees to provide two (2) subsequent training sessions at the County's convenience.

Repair Details

All interruptions of service not classified as major will be repaired within eight (8) hours, during normal business hours.

Should there be a cable cut affecting the long distance network, the Service Representative should notify the County immediately.

The service system shall be equipped with diagnostic programs that run concurrently with call processing. Maintenance will be a centrally run software function that does not require portable test equipment for fault diagnosis. Diagnostic programs shall detect a fault and its location down to a single replacement module. It should be possible to run specific self-test programs on command. Testing should occur in a central office on a 24-hour basis and be a normal process to the service offered.

Processing Service Orders

The County requires same day confirmation, by fax or email, on any new activity. Information to be included is as follows:

Due date
Service Order number/P.O. number
Brief description of activity
Name of employee processing order

General Labor Rates - Adds, Moves, and Changes

Fill in the following information in the space provided:

PIC Change Charge (1st line) _____

PIC Change Charge (each additional line) _____

LPIC Change Charge (1st line) _____

LPIC Change Charge (each additional line) _____

Presubscribed Interexchange Carrier Charge _____

Station Requirements

Provide the installment-billing option for installation and nonrecurring charges including annuity factor and Annual Percentage Rate (APR).
ANI's:

Automatic Number Identification's (ANI's) must not change. Proposed solution must preserve the existing telephone numbers. Change in telephone numbers is unacceptable.

Monthly Billing Requirements:

The County requires a monthly hard copy itemized/detailed bill and a secure online access account to review current and archived monthly itemized/detailed billing. In addition the County requires online access with the capabilities to download the entire County itemized/detailed billing as one large file in one or all of the following formats with minimal steps to complete said task. To wit: CSV, MS Excel spreadsheet, or MS Access DB format.

Specify number of months archived billing will be available online and/or for download: _____

Desired Billing Information for Long Distance Service

In conjunction/addition to the above monthly billing requirements, the County of Hidalgo requires one monthly invoice for services requested in this RFP.

- Ability to enable four to six digits for Forced and Verified account codes
- Ability to enable account codes with user-specified names
- Grouping of callers within departments with user-specified names

- Grouping of departments within division with user-specified names
- Management Summaries
- Monthly billing must be provided in duplicate at no additional charge

Detail of Long Distance charges must include:

- Call Date
- Time
- Place Called or called from
- Number Called
- From Number
- Call Type (a list of call types must be included in the bill)
- Carrier
- Duration
- Amount of Call
- Directory Assistance Calls
- Totals by callers within a department, departments within a division

Management Summaries should include detail on:

- One Plus Calls
- Calling or travel Calls
- International Calls
- Directory Assistance Calls
- Toll Free Calls
- Call Length Statistics & Top Longest Calls
- Most Frequently Dialed Numbers

V. ADDITIONAL REQUIREMENTS:

1. All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

I. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

	Description:	Points:
1.	Financial considerations to include any cost to the County • In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous	30
2.	Customer Service • Experience and knowledge necessary to provide the appropriate systems and perform all the required services. • Ease of communicating with company's support system and the company's ability to have trained response team/person at service site to provide service and ensure minimal "down" time.	45
3.	Clarity of Proposal • Requested information included and thoroughness of response. • Understanding and acceptance of the scope of services.	15
4.	Ability to meet the requirements of RFP regarding "Billing" • Understanding of the RFP and Contract requirements.	10
	Total Points:	100

II. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

III. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

HIDALGO COUNTY
"LONG DISTANCE TELEPHONE SERVICES"
RFP NO. 2008-330-09-17-SMA

Evaluation Criteria

SELECTION/EVALUATION/RANKING

I. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

	Description:	Points:
1.	Financial considerations to include any cost to the County • In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous	30
2.	Customer Service • Experience and knowledge necessary to provide the appropriate systems and perform all the required services. • Ease of communicating with company's support system and the company's ability to have trained response team/person at service site to provide service and ensure minimal "down" time.	45
3.	Clarity of Proposal • Requested information included and thoroughness of response. • Understanding and acceptance of the scope of services.	15
4.	Ability to meet the requirements of RFP regarding "Billing" • Understanding of the RFP and Contract requirements.	10
	Total Points:	100

II. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

III. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

HIDALGO COUNTY - "LONG DISTANCE TELEPHONE SERVICES"

RFP EVALUATION FORM

RFP No: 2008-330-09-17-SMA

Selection Criteria	Points	Score
1. Financial considerations to include any cost to the County • In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous	30	_____

Comments/Rationale For Points: _____

2. Customer Service • Experience and knowledge necessary to provide the appropriate systems and perform all the required services. • Ease of communicating with company's support system and the company's ability to have trained response team/person at service site to provide service and ensure minimal "down" time.	45	_____

Comments/Rationale For Points: _____

3. Clarity of Proposal • Requested information included and thoroughness of response. • Understanding and acceptance of the scope of services.	15	_____

Comments/Rationale For Points: _____

4. Ability to meet the requirements of RFP regarding "Billing" • Understanding of the RFP and Contract requirements.	10	_____

Comments/Rationale For Points: _____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

AI-10765 **21.A.10.**

WorkFORCE Solutions-National Emergency Grant
CC REGULAR

Date: 08/26/2008
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, acceptance and approval of the a project to: "identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the Hurricane..." with authority for County Judge or court member to execute the required documents and/or forms including, but not limited to:

A. Worksite Agreement between the County of Hidalgo and WorkFORCE Solutions (managed by Arbor E & T LLC;
B. Hurricane Temporary Jobs Program-Worksite Job Order Request;
C. National Emergency Grant Supervisor Orientation

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No county funding necessary. Workforce will be paying employees directly.

Attachments

Link: Pumping Operations

Link: Hurricane Worksite Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/21/2008 01:46 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 02:11 PM	APRV
3	Erika Reyna	Erika Reyna	08/21/2008 03:36 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 10:44 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Marty Salazar

Started On: 08/20/2008 04:40 PM

Final Approval Date: 08/22/2008

Martha Salazar

From: Roxanne De la Garza [roxanne.delagarza@hidalgocountyjudge.com]
Sent: Tuesday, August 19, 2008 5:04 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Pumping Operations
Importance: High
Attachments: Worksite Agreement Template TX.doc; Worksite Job Order Request TX.doc; WorkFORCE Solutions NEG.doc

Marty, please seek legal advice and place this item on the next Commissioners Court Meeting. Should you have any questions, please feel free to contact Mr. Lozano. Thank you!

From: Raul Lozano
Sent: Tuesday, August 19, 2008 4:18 PM
To: Roxanne De la Garza
Subject: FW: Pumping Operations
Importance: High

Raul Lozano
Assistant Chief Administrator
Hidalgo County Judge's Office
100 E. Cano, Edinburg, TX 78539
Phone: 956.318.2600
Fax: 956.318.2699

From: Sofia Hernandez [mailto:sofia.hernandez@hidalgocountyjudge.com]
Sent: Monday, August 18, 2008 4:55 PM
To: J.D. Salinas; raul.sesin@hchd.org
Cc: Valde; raul.lozano@co.hidalgo.tx.us; tony.pena@co.hidalgo.tx.us; bonnie@wfsolutions.org; bladimir.hernandez@wfsolutions.org; luis@wfsolutions.org
Subject: FW: Pumping Operations
Importance: High

Raul,
In an effort to get 3 employees to help with pumping operations this week (if possible), we need to complete the attached docs ASAP. WF Solutions is getting federal funds to help pay for temp positions related to hurricane operations.

1. Judge needs to sign worksite agreement---if it needs to go to court we will try to get the job order and supervisor forms done and processed and approved by workforce pending the agreement (Bonnie/Luis?).
2. Raul needs to complete order request and sign supervisor form...WF will pay wages...we need to fill out job description and salary info based on similar positions.

Please contact me at 351-7817 or contact Bladimir Hernandez of WFS @ (956)874-3279 with any questions.

Thx, sofia.

From: Bladimir Hernandez [mailto:bladimir.hernandez@wfsolutions.org]
Sent: Monday, August 18, 2008 4:10 PM
To: Sofia Hernandez
Subject: FW: Pumping Operations
Importance: High

Mrs. Hernandez.

My name is Blad Hernandez I am the Office for Business Partnership Liaison for Workforce Solutions. Please call me I have a program that may be able to help. I have attached some documents for your review and to discuss with you on our next call.

Thanks
Blad Hernandez
OBP Liaison
WorkForce Solutions
(956)874-3279

From: Luis Bodden
Sent: Monday, August 18, 2008 11:28 AM
To: Bladimir Hernandez
Subject: Fw: Pumping Operations
Importance: High

Sent via BlackBerry by AT&T

From: Bonnie Gonzalez <bonnie@wfsolutions.org>
Date: Mon, 18 Aug 2008 10:48:12 -0500
To: Frank Almaraz<francisco@wfsolutions.org>
CC: Luis Bodden<luis@wfsolutions.org>
Subject: Fw: Pumping Operations
Please call her ASAP.

Sent from my BlackBerry® smartphone with SprintSpeed

From: Sofia Hernandez <sofia.hernandez@hidalgocountyjudge.com>
Date: Mon, 18 Aug 2008 09:29:19 -0500
To: Bonnie Gonzalez<bonnie@wfsolutions.org>; Luis Bodden<luis@wfsolutions.org>
Subject: FW: Pumping Operations
Please see note below from Raul Sessin from Planning regarding need for personnel to help with pumping operations.

From: J.D. Salinas
Sent: Monday, August 18, 2008 9:26 AM
To: Raul Sesin; Tony Pena; AllAdmins
Cc: T. J. Arredondo
Subject: RE: Pumping Operations

Sofia, please help us this

J.D. Salinas III
Hidalgo County Judge
Tel: (956) 318-2600
Fax: (956) 318-2699
www.co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

From: Raul Sesin [mailto:raul.sesin@hchd.org]
Sent: Sunday, August 17, 2008 11:15 PM
To: Tony Pena
Cc: J.D. Salinas; T. J. Arredondo
Subject: Pumping Operations

We currently have two pumps in the vicinity of FM 2812 and FM 493. We have one pump on the east side of FM 493 which is pumping water out of FM 493 Estates Subdivision and east side properties. We had two pumps on the north side of FM 2812 just west of FM 493 which is pumping water out of the propserties west of FM 493 and south of FM 2812. We removed one of the pumps on the north side of FM 2812 are re-locating it to Harmony Lane located at Alberta and Cesar Chavez Road. I went by the site this evening and we need to start pumping to address the flooding of the streets and some lots. We plan on setting up in the morning and having the 1st pump operational by 10 am. I will also been looking for a solution to the flooding of Buck street just not of Alberta on the west side of Cesar Chavez.

We have been pumping 24hrs through the weekend at FM 493 & FM 2812. The afternoon showers on Saturday erased all the progress we had achieved from Friday. Nevertheless, as of this evening the east side of FM 493 where FM 493 Estates Subdivision is located is no longer under water. We have some swales and lots that have water but we should get most of that out by tomorrow. The 6" pump located on the north side of FM 2812 is keeping up with the roadside drainage flow. We are going to try and open up a driveway tomorrow morning that may allow for more water to flow to the pumping area which may require the second pump. If so, we will need a 6" pump with 20' to 25' of suction piping from precinct No. 1. The discharge pipe is already in place.

My staff has been manning the pumps this weekend. I will have staff available from 8 am to 7 pm all of this week. We need to find personnel to man the pumps from 7 pm to 8 am if we want to continue the 24 hr pumping operation. I believe we need to continue the 24hrs operation for the east side of FM 493 for two more days. The west side of FM 493 and Harmony Lane will probably require 24 hr pumping for at least this week. This of course does not take into account us getting anymore rain. We need one

person per pump. The individual can get a crash course on how to operate the pump and what problems to look for at the discharge point.

We also have been short of tools. We have been using our personal tools which are limited in quantity. However, I am going to Home Depot in the morning to purchase some tools needed for the Harmony lane operation. Hope it is reimbursable.

I do need two men tomorrow morning to help with the set up at Harmony lane. Please let me know if you can spare a couple of guys.

I will provide you with a progress report tomorrow night.

Raul E. Sesin, P.E., CFM
Planning Administrator
County of Hidalgo

HURRICANE WORKSITE AGREEMENT
Between the
WORKFORCE SOLUTIONS.
And

This work site agreement shall begin upon signing and end on August, 2009. **WorkFORCE Solutions, managed by Arbor E & T LLC.** and The County of Hidalgo whose address is 100 N. Closner Blv. Edinburg TX 78539, hereinafter referred to as the Agency, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Investment Act (WIA) Title 1 National Emergency Grant (NEG) covered under Federal Disaster Declaration FEMA.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the Hurricane disaster and to fill those jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption to business activities caused by Hurricane.

Workforce Solutions will contract with Mitchell Services Company LLC. to provide the direct services and be employer-of-record for participants for the National Emergency Grant.

1. Program Overview:
This NEG program shall consist of temporary work, wherein a participant referred by Workforce Solutions to the Agency is given job functions to perform under the guidance and supervision of the Agency in accordance with the job description attached hereto. It is understood by Workforce Solutions and the Agency that no legal employer-employee relationship is created or exists between the Agency and the participant. In agreeing to provide direction and supervision of the participant, the Agency understands that this does not make Workforce Solutions or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation
The Agency understands and agrees that no participant shall begin work until this Agreement is executed by the Agency and Workforce Solutions. Eligible individual workers may not work in temporary jobs under this grant for more than 1040 hours or earn more than $12,000.00 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. Mitchell Services will track the participant's hours and wages.

3. Recruitment and Selection
Recruitment and eligibility determinations will be the responsibility of Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

4. Responsibilities of Agency
The following are responsibilities of the Agency. The Agency accepts and agrees that it shall:

A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
B. assure that it will have supervisory personnel who will act as work site supervisors for each of the Agency's work sites so as to provide for continuous on-site supervision of participants.
C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
D. require participants' conformance with the Agency's Personnel Rules of Conduct.
E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Agency's responsibilities and obligations under this Agreement.
F. notify Workforce Solutions immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
G. be accountable for maintaining Mitchell Services participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting

these timesheets to Workforce Solutions as instructed.

H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.

I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.

J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.

K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.

L. inform Mitchell Services and Workforce Solutions immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.

M. notify Workforce Solutions by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.

N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.

O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.

P. ensure that the following general conditions for temporary jobs shall be complied with:
   1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
   2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
   3) there shall be no infringement of promotional opportunities for regular employees.

Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions.

R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.

S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.

T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Agency, Workforce Solutions, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions, or its designee Mitchell Services, accepts and agrees that it shall

A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Agency's notice.

B. hear all grievances concerning program participant's performance at the job site.

C. provide counseling and supportive services to participants as the need is identified.

D. be responsible for distributing participant paychecks dependent on Agency's timely submission of properly certified time sheets.

E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Agency Monitoring and Reporting

Agency must determine and ensure that all temporary workers at all worksites are only performing disaster-related work activities. The Agency shall notify Workforce Solutions of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the job needs to be ended.

7. Workforce Solutions Monitoring

The Agency shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Agency's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Agency at the time of

the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

A. Sectarian Activities: The Agency assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

B. Collective Bargaining And Union Activities: The Agency assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Agency and other parties, nor will this agreement assist, promote or deter union organization.

C. Lobbying And Political Activities: The Agency assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

A. Workforce Solutions or the Agency may terminate the Agreement for convenience upon ten- (10) calendar day prior written notice to the other party.

B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:

1) the Agency has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;

2) the Agency fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by Workforce Solutions; or

3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3406 W. Alberta Rd, Edinburg, Texas 78539. All notices required to be given to the Agency under this Agreement shall be sufficient when hand delivered or mailed to the Agency at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

AGENCY:	**WORKFORCE SOLUTIONS**
Signature	Signature
Typed Name	Workforce Solutions Authorized Representative
Typed Title	Typed Title
Date	Date
Federal ID #	Workforce Solutions Contact
Contact Name	Typed Title
Phone number	Phone number
Fax number	Fax number
Email address	Email address

Workforce Solutions
Hurricane Temporary Jobs Program
Worksite Job Order Request

Agency/Organization Name: _____
Address: _____
Contact Person: _____
Phone # and E-mail: _____ **DATE:** _____

MANDATORY:

- Attach job descriptions for each occupation listed
- Complete and attach this form to Worksite Agreement
- Complete one form for each separate worksite under this Agreement

---

WORKSITE: List the names of Worksite Supervisors authorized to provide direct supervision to Disaster Relief Employees. Only Supervisors listed may sign program time sheets.

PRINTED NAME:	**TITLE**:	**Phone #**
_____	_____	_____
_____	_____	_____
_____	_____	_____

LIST JOB TITLES AND NUMBER OF POSITIONS REQUESTED:	**ENTRY LEVEL WAGE**
_____ (____)	$ _____
_____ (____)	$ _____
_____ (____)	$ _____
_____ (____)	$ _____
_____ (____)	$ _____
_____ (____)	$ _____

Total number of Disaster Relief Employees to be employed at worksite: _____

Scheduled Work Hours _____ **Total Hours Day/Week** _____ **Scheduled Work Days** _____

List any supplies, uniforms, equipment, drug testing, etc. required for each position:

Supplies: _____ Uniforms: _____

Small Equipment: _____ Drug Test: _____ Background Check: _____

Other: _____ Expected Length of Job: _____

HURRICANE JUSTIFICATION:

JOB DESCRIPTION:

JOB/SKILL QUALIFICATIONS:

WorkFORCE Solutions

NATIONAL EMERGENCY GRANT SUPERVISOR ORIENTATION

National Emergency Grant program provides a training and work experience opportunity involving placement of eligible individuals that have temporary or permanently lost their regular jobs as a result of a disaster or cannot find work as a result of the disruption to business activities caused by a Hurricane in a subsidized position with designated hours, tasks and staff supervision. The primary purpose of National Emergency Program agreement is to assist in the clean up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the Hurricane disaster.

As a supervisor, your objective is to ensure that all temporary workers at the worksite are performing disaster-related work activities.

As a supervisor you will be expected to be a positive mentor and role model who encourage the participant to succeed in this temporary employment opportunity. The partnership of the supervising team will determine the degree of success for this program, its participants, the community and our future workforce.

The information listed below has been included in the supervisor orientation.

- The review and understanding of the Work Experience Training Agreement and all required forms for placement
- Supervisor responsibilities and understanding of EEO Laws, grievance procedures and injury reporting procedures
- Time sheet verification
- Telephone number of Employer Development Specialist/Career Counselor and emergency telephone number for accident reporting.

I reviewed the Worksite Agreement and accept the responsibilities and objectives of the program.

_____ _____

Supervisor's Signature Date

_____ _____

Alternate Supervisor's Signature Date

_____ _____

EDS Signature Date

AI-10794 **21.A.11.**

Requesting approval to amend a Contract for "Emergency Alert System" (C-08-154-06-17)

CC REGULAR

Date: 08/26/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of an amendment to the Services Agreement with Inspiron Logistics, LLC for "Emergency Alert Systems" for clauses requested by contracted company and reviewed as to form by legal counsel (C-08-154-06-17)

BACKGROUND

Contract approved by Commissioners' Court on June 17, 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 08-1283-429-10-300-025-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/22/08 40,810.00

Attachments

Link: C-08-154-06-17 Contract

Link: Contract Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 05:04 PM	APRV
2	Budget & Management	Veronica Lopez	08/22/2008 07:56 AM	APRV
3	Erika Reyna	Erika Reyna	08/22/2008 11:25 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 11:32 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Moises Salazar Started On: 08/21/2008 04:34 PM

Final Approval Date: 08/22/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-154-06-17

THIS CONTRACT is made and entered into this **17 day of June, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Inspiron Logistics, LLC** , an Ohio company ("Company").

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

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

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

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

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

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

Specifications (including but not limited to the equipment training, maintenance and support as detailed in the specifications) within **Hidalgo County** following a request for Services by the **Director** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for an initial period of two (2) years beginning **June 17, 2008** and ending on **June 17, 2010** with the county's option to renew on the same terms and conditions for four (4) additional one (1) year terms.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Inspiron Logistics, LLC** **Attn: Rori Kuhn** **2251 Front Street Suite 105** **Cuyahoga Falls, OH 44221**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2008

Hidalgo County

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

ATTEST:

By:_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Inspiron Logistics, LLC**

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

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

By:_____

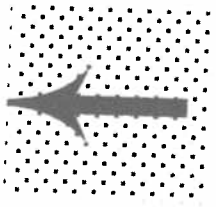


EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY
"EMERGENCY ALERT SYSTEM"

REQUIREMENTS / SCOPE OF SERVICES

REQUEST FOR PROPOSALS
No. 2008-154-05-21-MSS

EXHIBIT "A"
HIDALGO COUNTY
REQUEST FOR PROPOSAL FOR:

"EMERGENCY ALERT SYSTEM"

RFP NO: 2008-154-05-21-MSS

REQUIREMENTS

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from vendors to provide an "Emergency Alert System" for the Office of Emergency Management (OEM) with a service contract for an initial period of two (2) years with the County's option to extend the contract for four (4) additional one year periods subject to satisfactory performance, terms, rates price and conditions remain the same. The scope of the work/services will encompass all aspects of development, implementation, service, maintenance, and requires extensive knowledge and experience. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Emergency Alert System" for Hidalgo County. RFP's will be accepted until **9:30 A.M., Wednesday, May 21, 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Proposal:

SECTION I -GENERAL TERMS AND CONDITIONS

GENERAL INFORMATION: Hidalgo County is requesting that responses be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.
RFP Number: 2008-154-05-21-MSS

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, **May 14, 2008**, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than, 5:00 P.M., Friday, **May 16, 2008.**

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of the resultant contract shall commence from the date of award for a period of two (2) years with the County's option to extend the contract for four (4) additional one year periods subject to satisfactory performance, and terms, rates price and conditions remain the same.
Grace period: Hidalgo County reserves the right to continue this contract for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

Contract award: The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the importance of service, proposer's qualifications, demonstrated ability to provide the required services, demonstrated ability to respond to Hidalgo County's needs on a timely basis, past performance, references, price, professional acumen and other factors set forth in the RFP. Prices must be fixed and will service as the basis for awarding additional funds if received.

SECTION II - RFP REQUIREMENTS

1. PROJECT SUMMARY

a. Hidalgo County, hereinafter referred to as the County is soliciting sealed proposals for an Emergency Alert System for the Office of Emergency Management (OEM). The intent of this Emergency Alert System is to deliver important emergency alerts, notifications and updates to the employees and citizens of Hidalgo County through digital text on a range of devices including e-mail accounts, cell phones, BlackBerry, pagers, and wireless PDAs.

b. The County is soliciting a vendor to provide a hosted web based Emergency Alert System and support to the Office of Emergency Management of Hidalgo County.

c. All associated training, support and maintenance of the Emergency Alert System should be included in the proposed solution.

d. The system should provide reliable, high quality service and meet the requirements set forth in this Section. It is the responsibility of the vendor to verify the completeness of the materials and requirements presented in this document and establish the suitability of the proposed Emergency Alert System to meet the intent of the specifications defined within this RFP. Exceptions to any part of the requirements stated in this request must be clearly identified and explained as such. Any alternative solutions or proposals should be clearly stated as such in the response document.

2. BACKGROUND

The county is dedicated to providing professional, timely and lifesaving responses to a variety of emergency situations. The County is also responsible for the Office of Emergency Management (OEM). OEM is responsible for coordinating multi-agency responses to disasters and emergencies affecting Hidalgo County.

3. SERVICES TO BE PROVIDED

a. The intent of this Emergency Alert System is to enable Hidalgo County to provide immediate text notification and update information during a major crisis or emergency.

b. This system shall deliver important emergency alerts, notifications and updates to the employees and citizens of Hidalgo County through digital text on a range of devices including:

- Mail Account [work, home, other]
- Cell Phone, BlackBerry
- Pager
- WireleSs PDA (Palm, iPAQ, etc ...)

c. When an incident or emergency occurs, authorized Hidalgo County Emergency Management personnel will utilize the Emergency Alert System to rapidly notify the employees and citizens at an average 20,000 SMS messages per minute.

d. The proposed system must be capable of providing real updates, instructions on where to go, what to do, or what not to do, who to contact and other important information as deemed necessary by emergency personnel.

e. The Emergency Alert System must be web based and capable of online enrollment available to all citizens of Hidalgo County, employees, as well as individuals traveling to or working in Hidalgo County. Users must be able to sign up for an account to receive alerts and emergency notifications easily.

f. The system must also provide the users the capability of tailoring the types of alerts and notifications sent. It is understood by Hidalgo County that Subscribers may be charged, as set forth in their wireless provider's contract, for messages delivered to their wireless devices.

g. The awarded vendor will allow and/or work with the County to implement the batch update and/or upload of recipients.

h. The awarded vendor will allow and/or work with the County to implement the capability of accepting an electronic notification request from the County.

i. The proposed solution must be capable of being provided as a fully hosted solution. Describe how your solution meets this requirement.

j. This reporting system must provide an immediate online status for each alert transmission.

k. An implementation plan must be provided for installation, testing and implementation.

l. The awarded vendor must provide twenty-four hour a day, seven day a week support for the system(s).

m. Authorized Users must be able to perform self maintenance on their profile.

4. **PROPOSAL PRICE:** Fees must include:
   a. System price

   b. Training

   c. Maintenance and support.

5. **PROJECT SCHEDULE**
The county requires that the Emergency Alert System be available for use during the 2008 hurricane season. In your proposal response please detail your firm's methodology, approach, and timeline for implementation of a system no later than June, 15 2008

REQUEST FOR PROPOSALS CONTENTS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter. If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

1. **UNDERSTANDING OF THE PROJECT:**
   This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

2. **ADDITIONAL FIRM QUALIFICATIONS:**
   Hidalgo County is soliciting to contract with a qualified vendor(s) for an "Emergency Alert System". Please refer to the:"**Requirements/Specifications Questionnaire (ATTACHMENT "A")"** for further specifications/requirement. Attachment "A" must be filled and submitted with response to complete your proposal packet.

3. **PERSONNEL AND STAFFING:**
   The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

4. **REQUIRED CERTIFICATES AND SUBMITTAL:**
   This section will contain any licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

5. **PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
   Proposer(s) is to provide a fee proposal based on the scope of services/work.

6. **NUMBER OF COPIES TO BE SUBMITTED:**
   Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County to the following:

1. **Proposed Price Per Unit Of Service:** **(35 Points)**
   - In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.

2. **Program Design:** **(35 Points)**
   - The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
   - Completion of all aspects and information asked for in this RFP and the attachments thereto.
   - Proposer's services and treatment activation plan and time frames and dates.
   - Proposer's program performance measures, evaluation, and monitoring procedures.
   - The adequacy, and extent of Proposer's financial resources and insurance coverage.

3. **Proposer's Experience:** **(20 Points)**
   - Proposer's qualifications (e.g. Licenses/Certificates, and staff). Evidence of Proposer's previous accomplishments in Emergency Alert System programs design and implementation services within the last five (5) years.
   - Proposer's experience in working with the target population being addressed in the proposal.

4. **Proposer's Responsiveness to the Request For Proposal:** **(10 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services.
   - Acceptance of the RFP and Contract requirements.
   - Clarity and conciseness of the response.

RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

ATTACHMENT "A"

Hidalgo County
"Emergency Alert System"
RFP No. 2008-154-05-21-MSS

QUESTIONNAIRE

The following questionnaire lists additional requirements/specifications that will be considered in evaluating RFP responses and must be filled and submitted with your response.

==========

INSTRUCTIONS:

On the "comments" lines provided for each of the requirements, mark as following instructed and write comments as necessary (attach separate pages as need referencing question number).

√ (check mark) To indicate that the system offered in this proposal meets said requirement.
X (x mark) To indicate that the system offered in this proposal does not meet requirement.
N/A To indicate that requirement does not apply to system offered on proposal.

==========

Data Management:

1. Does the solution allow for data to be imported from multiple data sources?
   Comments: _____
   _____

2. Is user information defined as proprietary to the County and exempt from sale to list providers? Describe how user and Group data maintained and secured by the provider?
   Comments: _____
   _____

User Options:

3. Does the solution allow for notifications to be sent on the following devices:
   a. Cell phones via SMTP and/or native 2-way SMS
   b. E-mail
   c. Numeric and alphanumeric pagers via carrier's WCTP gateways
   d. Please describe this process

   Comments: _____
   _____

4. Does the proposed solution provide for automated delivery of text (alphanumeric type) messages via the following methods/devices at a minimum: pagers(alphanumeric messages to numeric-only devices), XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, via the public switched telephone network (landline) or dedicated circuits?
   Comments: _____

Access Control:

- **Global System Administration**

5. The solution should allow for multiple administrators with complete access to all functions and user data for Defined User Groups (i.e. Emergency Responders, County Administrators, Citizens, etc.)
   Comments: _____

6. Does the system allow Hidalgo County to maintain control over sensitive data, such as email address, cell phone and pager numbers of government leaders, and first responders, as well as the content of alerts and replies sent?
   Comments: _____

7. Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet? Please describe Security measures used.
   Comments: _____

8. Is the system accessible by emergency management personnel and authorized senders?
   Comments: _____

9. Does the proposed solution provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?
   Comments: _____

10. Does the proposed solution provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed / specific data than the lower-echelon responders)?
    Comments: _____

11. Does the proposed solution also affect how the recipients substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't' receive that message.
    Comments: _____

12. Does the proposed system log a non-received message in the real time records management system as unable to pass the message data to the substitute?
Comments: _____

Group and User Administration:

13. Does the solution provide for the creation of different notifications groups? Please describe the process for how groups are set-up.
Comments: _____

14. Does the solution allow users to be members of multiple groups?
Comments: _____

15. Does the solution allow only group administrators to perform actions on assigned groups only? Please describe the "security measures" / "roles rights" in place to assure this.
Comments: _____

16. Does the solution allow the creation of groups where members of the group would receive notifications simultaneously?
Comments: _____

17. Does the solution allow administrator to add/modify recipients by individual user name, by broadcast groups?
Comments: _____

18. Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographics information; multi-thread sending for multiple carriers and emails domains; audited and approved in compliance with the Federal government software security polices; remote group generation and integration with other systems; and remote alert generation and tracking?
Comments: _____

19. Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?
Comments: _____

20. Are employees able to register onto the system over the Hidalgo County's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications;

including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?
Comments:

21. Does the proposed solution offered allow for the individuals to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?
Comments:

22. Is the system accessible to Hidalgo County citizens, businesses and other parties of interest?
Comments:

23. Can citizens register and maintain their accounts via the Internet? Can multiple entries (devices/household members) be listed for each account?
Comments:

24. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)? How is this handled? Does the proposed solution require a higher-level operator to remove a recipient?
Comments:

25. Can citizens indicate language preferences for alerts to be received in? Will the solution provided automatically send the response in the preferred language? Please describe the process in detail.
Comments:

26. Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, types(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?
Comments:

27. Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from /about, multiple text capable device addresses to receive alerts?
Comments:

28. Can the types of alerts a citizen will receive will be determined from a list?
    Please indicate what type of alerts this includes:
    Severe weather?
    AMBER alerts?
    Emergency Operations Center (EOC) Activations?
    General governmental messages?
    Utility outage messages?
    Daily weather forecast?
    Can citizens be offered a "menu" of options from which to pick notifications from when registering?
    Comments: _____

Notification:

29. Does the solution provide for the initiation of notifications via secure SSL-enabled web-based interface? Please describe this process
    Comments: _____

30. Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?
    Comments: _____

31. Are pre-formatted and ad hoc text for specific devices types possible?
    Comments: _____

32. Does the solution allow authorized administrators to call a customer support representative and dictate the details of a notification? Please describe this process.
    Comments: _____

33. Does the proposed solution provide an automated delivery via voice input to text delivery to cellular (wireless), landline, and satellite systems?
    Comments: _____

34. Does the proposed system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self chosen codes(s), to all registered citizens within their jurisdiction for specific even code(s), or to a sub set or sets of their registered citizens based upon self-chosen zip code(s)?
    Comments: _____

Notification types:

35. Does the solution allow for broadcast-type notifications that require acknowledgement of receipt and response tracked?
    Comments: _____

36. Call all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients? Please describe how this is handled?
    Comments: _____

37. Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all device)?
    Comments: _____

38. Are the messages sent via the proposed solution independent of sponsors and advertisements?
    Comments: _____

39. Does the proposed system permit the sender to generate alerts of any length? If no, please advise as to length requirements.
    Comments: _____

40. Does the proposed system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc? and send these messages to related devices?
    Comments: _____

41. Does the proposed solution provide for prioritization of alerts to ensure alerts for the most critical event is sent first? Please describe the process. Does the proposed system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?
    Comments: _____

42. Is the proposed solution capable of handling multiple simultaneous events and transmitting the message with the highest priority, even if the highest priority event was sent subsequent to a lower event transmission start? Are alerts for the most critical event, determined by the County, sent first?
    Comments: _____

43. Does the proposed solution allow, by event and by recipient, for configuration of the number attempts to deliver the message?
Comments: _____

44. Can the proposed solution send messages in multiple languages including English and Spanish?
Comments: _____

45. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?
Comments: _____

Notification Options:

46. Does the proposed solution allow for notifications to be sent to multiple device types simultaneously? Please describe.
Comments: _____

47. Does the solution allow administrators to attach documents to outgoing notifications?
Comments: _____

48. Are messages capable of being secured using ID codes and assigned security levels either pre-determined or entered by an operator at alert generation?
Comments: _____

49. Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?
Comments: _____

Notification Delivery:

50. Is the response to an alert capable of entry into an automated management report system available to show real time entries?
Comments: _____

51. Can the proposed solution detail at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet

acknowledged the alert, and any short message replies by the recipient (i.e. reporting en ETA, fitness for response etc.)?
Comments: _____

52. Is the proposed solution offered capable of sending multiple messages to different groups in the same event?
Comments: _____

53. Does the proposed solutions allow for configuration of the number of attempts to deliver a message by event and by recipient?
Comments: _____

54. Does the proposed solution allow for configuration for the allowable length of time to attempt to deliver a message by event and by recipient?
Comments: _____

55. If a device is not reached or the notification message is interrupted, does the solution continue to retry that device until delivery is successful? For how long?
Comments: _____

56. Does the proposed solution provide for prioritization of recipients to ensure critical staff is contacted first and for prioritization of events to ensure messages for the most critical type even are transmitted first? Are alerts for the most critical event sent first?
Comments: _____

57. Does the solution allow recipients to respond to a notification by using the keypad of their phone or sending a response e-mail from their device?
Comments: _____

58. Does the solution allow recipients to respond to an e-mail notification via a reply-to e-mail, via a web link embedded in the notification e-mail?
Comments: _____

Notification Results:

59. Does the solution allow administrators to view results of notifications in real-time via the web?
Comments: _____

60. Does the solution allow administrators to view specific information regarding what devices recipients were contacted on along with complete time/date stamp information about that contact?
Comments: _____

61. Does the solution allow administrators to view aggregated by response option, time to respond, or individual user?
Comments: _____

62. Does the solution allow administrators to easily follow-up with a particular group of recipients with a subsequent notification?
Comments: _____

63. Does the solution allow administrators to view historic information on any previously delivered notification?
Comments: _____

64. Does the solution provide a selection of multiple standard reports during a call out or at the end of call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:
    a. Overview of current call out by groups and individuals?
    b. Details of current call out by groups or individual?
    c. Summary of individuals who have not responded?

Comments: _____

65. Does the solution provide for detailed reporting in a raw data format, such as a CVS file, for export, analysis, and reporting?
Comments: _____

Incident Management:

66. Does the solution allow administrators to add attachment to an incident that is saved along with the notifications that were sent out for that incident?
Comments: _____

67. Describe your organizational infrastructure, including location and type of facilities that we would rely on for services and maintenance.
Comments: _____

Infrastructure/Technology:

68. Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other small servers?
    Comments: _____

69. Does the proposed solution provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 20,000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50k byte email.
    Comments: _____

70. Does the system have multiple-threaded messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?
    Comments: _____

71. If needed, can capacity be easily added to solution?
    a. In what timeframe does this happen?
    b. Describe the process.
    Comments: _____

72. Is the system backed-up with fully redundant, mirrored servers?
    Comments: _____

73. The solution should be offered as a managed service that includes all required hardware, software, and administration. The solution should not require hardware to be purchased/owned to utilize the system.
    Comments: _____

74. Please describe any routine maintenance that is required, and if this maintenance is included in the proposed pricing.
    Comments: _____

75. The solution should be hosted in secure data center designed for high availability. The data center should provide UPS, diesel power generators, temperatures control, and state-of-the-art fire suppression equipment. Please describe the hosting environment.
    Comments: _____

76. Please provide a physical security profile for company locations where services would be provided. Include a description of the following security controls:
    a. Access
    b. Network/internet communications
    c. Physical security
    d. Security Architecture (firewalls,DMZ, Etc.)
    e. Intrusion Detection
    f. Virus protection
    g. Social Engineering and other Administrator

    Comments: _____

77. The service provider must monitor 24/7/365 all aspects of the solution to ensure it is always in working order. Describe how the service is configured for 24/7/365 availability.
    Comments: _____

78. Describe the timeframe necessary to provision the solution and have it ready to begin adding user data. How long has it taken the average client to have the system configured for their needs?
    Comments: _____

79. Does the solution have an on-line help "user's guide for use with the system(s)? Please provide screen shots of the on-line guide.
    Comments: _____

80. Describe the type of training that is provided to use your system. How is the training delivered?
    Comments: _____

81. Describe how the respondent proposes to furnish initial and follow-up training.
    Comments: _____

Support:

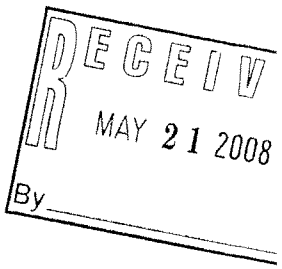
82. The respondent should provide toll-free technical assistance 24/7/365.
    Comments: _____

83. Does maintenance support include new versions, upgrades and patches that are issued during the term of the contract?
    Comments: _____

84. Provide a summary of Respondent's resources (support personnel and otherwise devoted specifically to technical issues, involving notification technology, as well as support procedures.
Comments: _____

_____

Request
for
Proposal



HIDALGO COUNTY
"EMERGENCY ALERT SYSTEM"

RFP NO: 2008-154-05-21-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Inspiron Logistics

Address: 2251 Front Street, Suite 105
Cuyahoga Falls, OH 44221

By: [signature]

Printed Name: Rob. A. Kuhns

May 14, 2008

Ms. Martha Salazar
Purchasing Department
Hidalgo County
2812 South Business Highway 281
New Administration Building
Edinburg, Texas 78539

Subject: Request For Proposal: 2008-154-05-21-MSS-Hidalgo County-Emergency Alert System

Dear Ms. Salazar:

I want to express my sincere appreciation for extending Inspiron Logistics the opportunity to propose on your RFP NO: 2008-154-05-21-MSS. Inspiron Logistics is the premier provider of emergency text messaging. We are proposing our Wireless Emergency Notification System, WENS. WENS offers a completely hosted solution that meets your needs. It provides pure, standard SMS text messages through SMPP protocols to all major North American carriers. WENS also represents state of the market throughput, reliability and ease of use.

As proven by our customers throughout the country and in Miami Dade County, the capabilities of our company and our product will provide Hidalgo County with a superior overall business and technical solution.

This portion of our proposal defines how WENS meets the requirements for your project outlined on page 7 on Exhibit A.

If you have any questions concerning our response to your RFP, please do not hesitate to contact me by phone at (866)998-9367 or via email at rori.kuhns@inspironlogistics.com. I welcome the opportunity to demonstrate our proven solutions.

Kindest regards,

Rori Kuhns
VP of Sales and Marketing
Inspiron Logistics LLC

Understanding of the Project

Hidalgo County, Texas and specifically the Office of Emergency Management, provides professional, timely and lifesaving responses to a variety of emergency situations while coordinating across multiple agencies. The county and OEM need a reliable mechanism for providing immediate notification and update information during a major crisis or emergency.

Inspiron Logistics mission is to provide local governments, schools, colleges and corporations with the best possible method of communication during emergency situations. This is accomplished by remaining at the forefront of the constant evolution of mobile technology, and making our system the most reliable and intuitive means of communication.

Inspiron Logistics has been incorporated and in business since 2003. The Senior Management Team has over 50 years of experience in the Telecommunication and Information Technology industries. Our flagship product is called WENS which stands for Wireless Emergency Notification System. It has been implemented throughout the United States in numerous municipalities as well as at colleges and universities. The WENS system is the fastest, most reliable emergency notification system on the market.

Inspiron Logistics is headquartered at 2251 Front Street, Cuyahoga Falls, Ohio (Northeast Ohio). This location provides the staff and support that will service Hidalgo County, Texas.

WENS:

- Uses SMPP for immediate relay to the carrier networks
- Allows for an unlimited number of users, messages, groups and administrators
- Allows the county to provide the service to schools and nonprofits under our agreement
- Is extremely easy to use. **Click. Type. Send**.
- Can be remotely accessed by authorized personnel
- Is a fully hosted solution, nothing to install or maintain
- Can be used for two-way communication to mobilize first responders

Inspiron Logistics is looking forward to working with Hidalgo County on its emergency notification system.

ATTACHMENT "A"

Hidalgo County
"Emergency Alert System"
RFP No. 2008-154-05-21-MSS

QUESTIONNAIRE

The following questionnaire lists additional requirements/specifications that will be considered in evaluating RFP responses and must be filled and submitted with your response.

INSTRUCTIONS:

On the "comments" lines provided for each of the requirements, mark as following instructed and write comments as necessary (attach separate pages as need referencing question number).

√ (check mark) To indicate that the system offered in this proposal meets said requirement.
X (x mark) To indicate that the system offered in this proposal does not meet requirement.
N/A To indicate that requirement does not apply to system offered on proposal.

Data Management:

1. Does the solution allow for data to be imported from multiple data sources?
   Comments: √

2. Is user information defined as proprietary to the County and exempt from sale to list providers? Describe how user and Group data maintained and secured by the provider?
   Comments: √ (See attached)

User Options:

3. Does the solution allow for notifications to be sent on the following devices:
   a. Cell phones via SMTP and/or native 2-way SMS
   b. E-mail
   c. Numeric and alphanumeric pagers via carrier's WCTP gateways
   d. Please describe this process

   Comments: √ (See attached)

4. Does the proposed solution provide for automated delivery of text (alphanumeric type) messages via the following methods/devices at a minimum: pagers(alphanumeric messages to numeric-only devices), XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, via the public switched telephone network (landline) or dedicated circuits?
Comments: ✓ (See attached)

Access Control:

- **Global System Administration**

5. The solution should allow for multiple administrators with complete access to all functions and user data for Defined User Groups (i.e. Emergency Responders, County Administrators, Citizens, etc.)
Comments: ✓ Yes. WENS provides an unlimited number of administrators for all or specific, defined groups with complete functionality.
6. Does the system allow Hidalgo County to maintain control over sensitive data, such as email address, cell phone and pager numbers of government leaders, and first responders, as well as the content of alerts and replies sent?
Comments: ✓ Yes. The data is secured and only available to authorized persons from Hidalgo County.
7. Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet? Please describe Security measures used.
Comments: ✓ (See attached)
8. Is the system accessible by emergency management personnel and authorized senders?
Comments: ✓ Yes.
9. Does the proposed solution provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?
Comments: ✓ Yes.
10. Does the proposed solution provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed / specific data than the lower-echelon responders)?
Comments: ✓ Yes.
11. Does the proposed solution also affect how the recipients substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't' receive that message.
Comments: ✓ Yes.

12. Does the proposed system log a non-received message in the real time records management system as unable to pass the message data to the substitute?
Comments: ✓ Yes.

Group and User Administration:

13. Does the solution provide for the creation of different notifications groups? Please describe the process for how groups are set-up.
Comments: ✓ Yes. An authorized administrator can establish groups by clicking "Add" and identifying name, rights, etc...
14. Does the solution allow users to be members of multiple groups?
Comments: ✓ Yes.

15. Does the solution allow only group administrators to perform actions on assigned groups only? Please describe the "security measures" / "roles rights" in place to assure this.
Comments: ✓ Yes. group administrators have assigned unique authentication and the roles rights are set up at the master account level as to "who" they can manage.
16. Does the solution allow the creation of groups where members of the group would receive notifications simultaneously?
Comments: ✓ Yes

17. Does the solution allow administrator to add/modify recipients by individual user name, by broadcast groups?
Comments: ✓ Yes

18. Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographics information; multi-thread sending for multiple carriers and emails domains; audited and approved in compliance with the Federal government software security polices; remote group generation and integration with other systems; and remote alert generation and tracking?
Comments: ✓ Yes - Completely complies.

19. Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?
Comments: ✓ Yes

20. Are employees able to register onto the system over the Hidalgo County's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications;

including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?
Comments: ✓ yes

21. Does the proposed solution offered allow for the individuals to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?
Comments: ✓ yes.

22. Is the system accessible to Hidalgo County citizens, businesses and other parties of interest?
Comments: ✓ Yes but only as the county deems rights.

23. Can citizens register and maintain their accounts via the Internet? Can multiple entries (devices/household members) be listed for each account?
Comments: ✓ yes.

24. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)? How is this handled? Does the proposed solution require a higher-level operator to remove a recipient?
Comments: ✓ Yes (see attached)

25. Can citizens indicate language preferences for alerts to be received in? Will the solution provided automatically send the response in the preferred language? Please describe the process in detail.
Comments: ✓ yes (see attached)

26. Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, types(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?
Comments: ✓ yes

27. Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from /about, multiple text capable device addresses to receive alerts?
Comments: ✓ yes

28. Can the types of alerts a citizen will receive will be determined from a list?
Please indicate what type of alerts this includes:
Severe weather?
AMBER alerts?
Emergency Operations Center (EOC) Activations?
General governmental messages?
Utility outage messages?
Daily weather forecast?
Can citizens be offered a "menu" of options from which to pick notifications from when registering?
Comments: √ Yes, all of the above

Notification:

29. Does the solution provide for the initiation of notifications via secure SSL-enabled web-based interface? Please describe this process
Comments: √ Yes (See attached)

30. Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?
Comments: √ Yes

31. Are pre-formatted and ad hoc text for specific devices types possible?
Comments: √ Yes

32. Does the solution allow authorized administrators to call a customer support representative and dictate the details of a notification? Please describe this process.
Comments: √ Yes (See attached)

33. Does the proposed solution provide an automated delivery via voice input to text delivery to cellular (wireless), landline, and satellite systems?
Comments: X NO

34. Does the proposed system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self chosen codes(s), to all registered citizens within their jurisdiction for specific even code(s), or to a sub set or sets of their registered citizens based upon self-chosen zip code(s)?
Comments: √ Yes

Notification types:

35. Does the solution allow for broadcast-type notifications that require acknowledgement of receipt and response tracked?
Comments: ✓ Yes. WENS is a two-way system and captures incoming and outgoing responses.

36. Call all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients? Please describe how this is handled?
Comments: ✓ Yes (See attached)

37. Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all device)?
Comments: ✓ yes.

38. Are the messages sent via the proposed solution independent of sponsors and advertisements?
Comments: ✓ yes.

39. Does the proposed system permit the sender to generate alerts of any length? If no, please advise as to length requirements.
Comments: X No. SMS is limited to 160 characters.

40. Does the proposed system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc? and send these messages to related devices?
Comments: ✓ yes.

41. Does the proposed solution provide for prioritization of alerts to ensure alerts for the most critical event is sent first? Please describe the process. Does the proposed system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?
Comments: ✓ yes (See attached)

42. Is the proposed solution capable of handling multiple simultaneous events and transmitting the message with the highest priority, even if the highest priority event was sent subsequent to a lower event transmission start? Are alerts for the most critical event, determined by the County, sent first?
Comments:

43. Does the proposed solution allow, by event and by recipient, for configuration of the number attempts to deliver the message?
Comments: ✓ Yes. Managed at account level.

44. Can the proposed solution send messages in multiple languages including English and Spanish?
Comments: ✓ Yes.

45. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?
Comments: ✓ Yes.

Notification Options:

46. Does the proposed solution allow for notifications to be sent to multiple device types simultaneously? Please describe.
Comments: ✓ Yes. WENS allows an administrator to send messages to multiple devices at once and includes cell, PDA's, pagers and email.

47. Does the solution allow administrators to attach documents to outgoing notifications?
Comments: X NO. SMS does not allow for that.

48. Are messages capable of being secured using ID codes and assigned security levels either pre-determined or entered by an operator at alert generation?
Comments: ✓ Yes

49. Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?
Comments: ✓ Yes.

Notification Delivery:

50. Is the response to an alert capable of entry into an automated management report system available to show real time entries?
Comments: ✓ Yes

51. Can the proposed solution detail at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet

acknowledged the alert, and any short message replies by the recipient (i.e. reporting en ETA, fitness for response etc.)?
Comments: ✓ yes.

52. Is the proposed solution offered capable of sending multiple messages to different groups in the same event?
Comments: ✓ yes.

53. Does the proposed solutions allow for configuration of the number of attempts to deliver a message by event and by recipient?
Comments: ✓ yes.

54. Does the proposed solution allow for configuration for the allowable length of time to attempt to deliver a message by event and by recipient?
Comments: ✓ yes. Customly created.

55. If a device is not reached or the notification message is interrupted, does the solution continue to retry that device until delivery is successful? For how long?
Comments: ✓ Yes, every 5 Seconds unless turned off at account level, however, carriers may quit trying to relay the message.

56. Does the proposed solution provide for prioritization of recipients to ensure critical staff is contacted first and for prioritization of events to ensure messages for the most critical type even are transmitted first? Are alerts for the most critical event sent first?
Comments: ✓ yes with the prioritization based on the administrator in sending the message.

57. Does the solution allow recipients to respond to a notification by using the keypad of their phone or sending a response e-mail from their device?
Comments: ✓ yes

58. Does the solution allow recipients to respond to an e-mail notification via a reply-to e-mail, via a web link embedded in the notification e-mail?
Comments: X No

Notification Results:

59. Does the solution allow administrators to view results of notifications in real-time via the web?
Comments: ✓ yes.

60. Does the solution allow administrators to view specific information regarding what devices recipients were contacted on along with complete time/date stamp information about that contact?
Comments: ✓ Yes.

61. Does the solution allow administrators to view aggregated by response option, time to respond, or individual user?
Comments: ✓ Yes.

62. Does the solution allow administrators to easily follow-up with a particular group of recipients with a subsequent notification?
Comments: ✓ Yes.

63. Does the solution allow administrators to view historic information on any previously delivered notification?
Comments: ✓ Yes.

64. Does the solution provide a selection of multiple standard reports during a call out or at the end of call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:
    a. Overview of current call out by groups and individuals?
    b. Details of current call out by groups or individual?
    c. Summary of individuals who have not responded?

Comments: X No. All of the reporting above is available in real time online but a custom script would need to be written for the auto-relay of reports.

65. Does the solution provide for detailed reporting in a raw data format, such as a CVS file, for export, analysis, and reporting?
Comments: ✓ Yes

Incident Management:

66. Does the solution allow administrators to add attachment to an incident that is saved along with the notifications that were sent out for that incident?
Comments: X NO

67. Describe your organizational infrastructure, including location and type of facilities that we would rely on for services and maintenance.
Comments: ✓ Yes (See attached)

Infrastructure/Technology:

68. Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other small servers?
Comments: ✓ Yes

69. Does the proposed solution provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 20,000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50k byte email.
Comments: X No, WENS sends SMS via SMPP the preferred mechanism for carriers and the network. Yes, SMS is a minimum per minute but dependant on carrier network for process + delivery.

70. Does the system have multiple-threaded messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?
Comments: ✓ Yes.

71. If needed, can capacity be easily added to solution?
    a. In what timeframe does this happen?
    b. Describe the process.
Comments: ✓ Yes. (See attached)

72. Is the system backed-up with fully redundant, mirrored servers?
Comments: ✓ Yes

73. The solution should be offered as a managed service that includes all required hardware, software, and administration. The solution should not require hardware to be purchased/owned to utilize the system.
Comments: ✓ Yes fully hosted, SaaS.

74. Please describe any routine maintenance that is required, and if this maintenance is included in the proposed pricing.
Comments: ✓ yes (See attached)

75. The solution should be hosted in secure data center designed for high availability. The data center should provide UPS, diesel power generators, temperatures control, and state-of-the-art fire suppression equipment. Please describe the hosting environment.
Comments: ✓ yes (See attached)

76. Please provide a physical security profile for company locations where services would be provided. Include a description of the following security controls:
    a. Access
    b. Network/internet communications
    c. Physical security
    d. Security Architecture (firewalls,DMZ, Etc.)
    e. Intrusion Detection
    f. Virus protection
    g. Social Engineering and other Administrator

Comments: ✓ Yes (see attached)

77. The service provider must monitor 24/7/365 all aspects of the solution to ensure it is always in working order. Describe how the service is configured for 24/7/365 availability.

Comments: ✓ Yes (See attached)

78. Describe the timeframe necessary to provision the solution and have it ready to begin adding user data. How long has it taken the average client to have the system configured for their needs?

Comments: ✓ Yes. (See attached)

79. Does the solution have an on-line help "user's guide for use with the system(s)? Please provide screen shots of the on-line guide.

Comments: ✓ Yes (See attached)

80. Describe the type of training that is provided to use your system. How is the training delivered?

Comments: ✓ Yes (see attached)

81. Describe how the respondent proposes to furnish initial and follow-up training.

Comments: ✓ Yes (See attached)

Support:

82. The respondent should provide toll-free technical assistance 24/7/365.

Comments: ✓ Yes. 1-866-998-WENS (9367)

83. Does maintenance support include new versions, upgrades and patches that are issued during the term of the contract?

Comments: ✓ Yes.

84. Provide a summary of Respondent's resources (support personnel and otherwise devoted specifically to technical issues, involving notification technology, as well as support procedures.
Comments: ✓ Yes. (See attached)

Addendum to Attachment "A"

Data Management
2. WENS protects user information and only authorized county personnel would be able to access the data. The system uses SSL, 1024 bit encryption plus authentication by the authorized personnel to access the data. Our service agreements clearly state that we do not sell or solicit to users or provide any user data to any third party.

User Options
3. WENS sends true SMS, via SMPP connections to the carriers, the preferred method for communication. SMTP (email to device) can be seen as spam, can be pirated, and can also create problems when someone switches carriers. Our system automatically senses carriers and does not require the user to enter a carrier or go back and change their carrier. WENS also sends to email and alphanumeric pagers.

4. WENS can send text messages via pagers (alphanumeric only), XDA devices, BlackBerry, all mobile devices (SMS capable), email, cell phones and VOIP. WENS does not utilize public switched telephone network because it is not preferred by the carriers and is less reliable than SMS/SMPP.

Access Control
7. All servers have intrusion detection services running and log any unauthorized attempts to access environment.

The system uses session variables that are set to five minutes to time out inactive computer sessions. The system is password protected requiring a greater than 6 character password that is alphanumeric and with at least one special character.

All data is indexed and archived for accountability purposes. All numbers are transmitted over a secure VPN via SMPP and are encrypted.

WENS is constantly updated with the latest OS patches and security updates and is fully section 508 compliant.

Group and User Administration
24. With WENS either an administrator can remove an individual (turn off all notifications to all devices) or the users themselves can opt out. The user opts out by texting into the system or calling our 1-866-998-9367 number to opt out. Additionally, the user can return the county's entry point (registration page) and click unsubscribe to opt out.

25. With WENS citizens can choose their language preference. Within the system there is a place to add other language messages besides English, however, the administrator will need to type the message in the other language.

Notification
29. The WENS system utilizes a 1,024 bit SSL to encrypt sensitive data from transmission over the internet. In addition, the WENS infrastructure utilizes a non-common (secure) port for additional security.

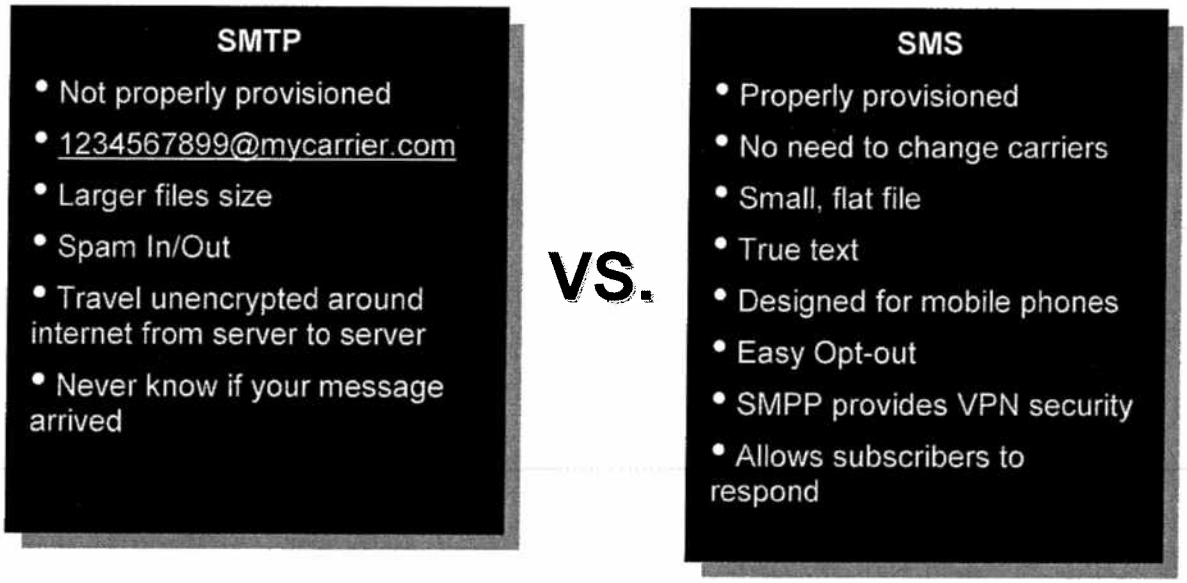
32. The county's authorized administrators would call into the 1-866-998-9367 number and be connected to an authorized client support person on our end to send the message. This is not the normal process since administrators can remotely initiate an alert without a browser but we can accommodate this with our support team. An additional password may be required to know who the person is asking for the alert to be initiated.

Notification Types
36. WENS provides real-time, detailed reporting and monitoring of delivered and non-delivered messages. All of the reporting is available on the account. The information is searchable by a variety of variables.

41. WENS allows for prioritization at the administrator level. WENS takes messages as initiated and queues them in chronological order, however, an administrator could send a message to one group first, and then another to ensure the first group is prioritized first.

Incident Management
67. Inspiron Logistics is based in Northeast Ohio. Our data centers are in Akron, Ohio (off site) and McLean, Virginia. Our staff is available for training and support.

69. Breakdown of SMTP vs. SMS



Infrastructure/Technology
71. Adding capacity is easy though any given day we are at 5% capacity across all accounts. We would be able to add capacity as needed within 7-10 business days by adding additional accounts and aggregators for the SMPP connection to the carriers.

74. WENS requires no maintenance from the county's perspective. WENS has a 99.99% up time as stated in our Service Level Agreement. Regular maintenance is performed on off-hours.

75. The system, from both a physical and electronic perspective, is highly secure not only due to Inspiron Logistics security requirements but also the mandated data security standards per all North American carriers.

The following pertains to the physical security for our Data Center locations and outlines our procedures:

24 x 7 video surveillance
Structurally reinforced server rooms
Key card only accessible server rooms
Full V5 Firewall

Real-time data back up
Eaton backup generators
Peripheral Manufacturing fire equipment

76. Network Environment

Production Environment:
Location: Akron, Ohio

Internet Connection: 100mbs to Expedient Communications

2 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

2 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

Remote Disaster Recovery Environment:
Location: McLean, Virginia

2 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

2 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

Staging/Dev Environment
Location: Akron, Ohio

1 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall

1 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall

All servers have intrusion detection services running and log any unauthorized attempts to access environment.

The system uses session variables that are set to five minutes to time out inactive computer sessions. The system is password protected requiring a greater than 6 character password that is alphanumeric and with at least one special character.

All data is indexed and archived for accountability purposes. All numbers are transmitted over a secure VPN via SMPP and are encrypted.

In maintaining the security of the system it is our policy that only authorized personnel have access to the system in specific areas. Access is based on the employee's responsibility within the data environment. For example, only coders have access to the WENS application and not the data. DBA's only have access to the data environment (which activity is tracked and only have read permissions). Network Administrators only have access to the network infrastructure and not the WENS application or data.

Our policy on data states that the system will be backed up in real time to our disaster/recovery site. In addition, nightly backups are done every single night and stored on a secure server. Those backups are sent to a tape back up every month.

77. WENS environment utilizes full onsite redundancy and has the ability to automatically port over in the event of any server failure.

78. The timeframe necessary to provision WENS to begin adding user data is an average of 30 days from the date of the signed contract. The following steps are taken after the contract is signed to implement WENS:
    - Kick off call
    - Discuss Marketing/launch strategies
    - Customize system
    - Build Entry point
    - Training
    - Test system/entry point with administrators
    - Final Call

79. Yes, WENS has a user guide built into the system and the same user guide is emailed to all of the administrators before training of the system begins. Please see attached for WENS user guide.

80. Training of the WENS system takes approximately 60 - 90 minutes and is done via WebEx, which is set up by Inspiron Logistics. Training covers everything in the system including:
    - Customizing the settings for your account
    - Setting up weather warnings for your specific area
    - User settings
    - Group Settings
    - Outgoing Alerts
        - Single Messages
        - Prepared Messages
        - External Triggers
    - IVDS
    - System Reporting

81. Initial training and any follow up training is done via WebEx, which is set up by Inspiron Logistics. There is no extra charge for any training done via WebEx.

Support

82. Inspiron Logistics will offer emergency support 24/7/365 and will offer general support on business days during business hours.

    Inspiron Logistics support time will be less than 1 business day during business days and business hours. Requested support after hours will have a respond time of one business day unless emergency response is needed and would be within three hours.

    Inspiron Logistics support is available by the following:

    - **Email us at ClientSupport@inspironlogistics.com**. This email is monitored several times per day. Before the close of that business day you will receive a confirmation email from one of our customer support staff. Email will be treated with the same priority as telephone calls.

    - **Telephone us at 1 (866) 988 9367**. This phone number is answered 24/7/365. Standard support is Monday through Friday, 8am though 5 pm EST. Emergency support is provided around the clock.

83. Maintenance support includes new versions, upgrades and patches that are issued during the term of the contract.

84. Inspiron Logistics customer support during business hours are full-time company company-employed professionals which are dedicated to specific accounts for relationship building and trained specifically to support the needs of their respective vertical. Background checks are done at Inspiron Logistics discretion on each personnel support.

Inspiron Logistics WENS User Guide

A guide to using the WENS system

CONTENTS:

1.1 Accessing WENS system....2
1.2 Logging into the WENS system....2
1.3 Security....3
2.0 User Settings....4
2.1 Settings....4
2.2 Warnings....5
2.3 User Settings....7
2.4 Search Users....9
2.5 Groups....10
3.0 Outgoing Alerts....12
3.1 Single Message....12
3.2 Prepared Message....13
3.3 External Triggers....14
4.0 Reporting....15
4.1 System Usage....15
4.2 Message Audit....15
4.3 Message Log....16
4.4 Data Inventory....17

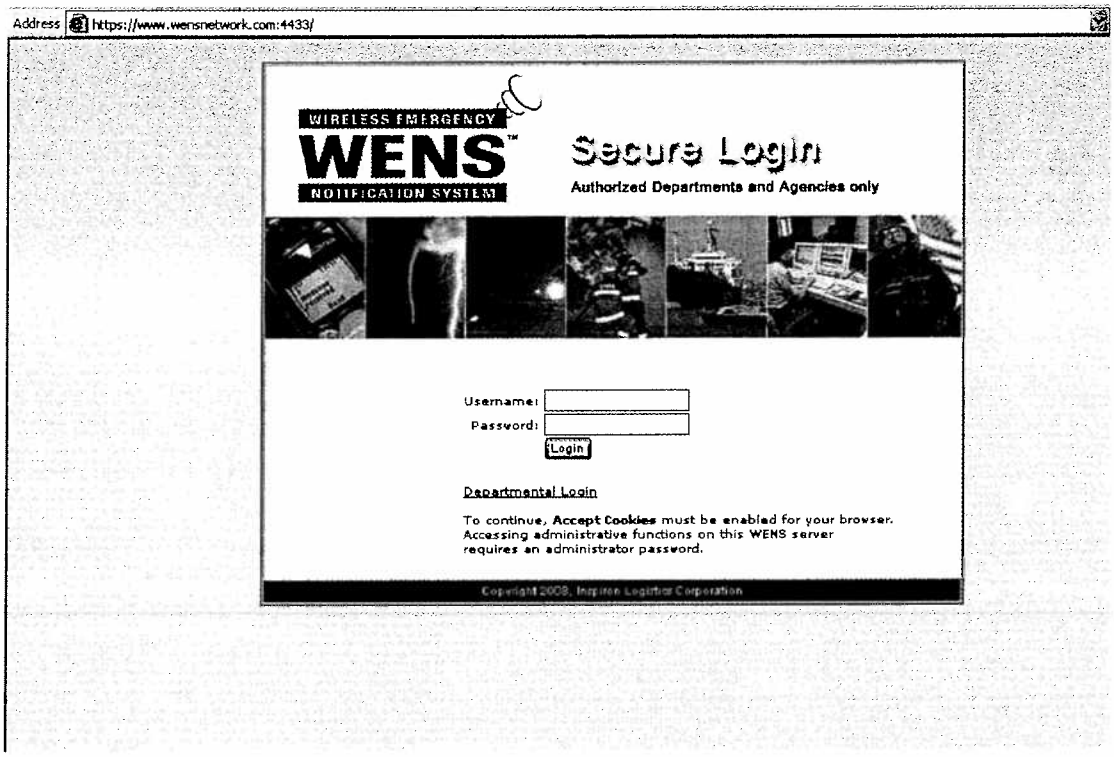
inspironlogistics®
Emergency Management Network >>

1.1 – Accessing WENS

To access the WENS system go to https://www.wensnetwork.com:4433/login.cfm

Note: This is a secure site so you must use https and not http and you must enter portal 4433

It is recommended to save this site as a favorite for easy and quick access.



1.2 – Logging into the WENS system

To access the main administration page, enter the username and password on the home page.

If logging in as a secondary user and not under the main administration page, click on the **Departmental Login** link on the homepage.

- The Departmental login is used for administrators that are set up with user restrictions.
- You will need the Account name, username and password which will be provided by the main WENS administrator.

Remember to always log out of WENS when you are done using the system.

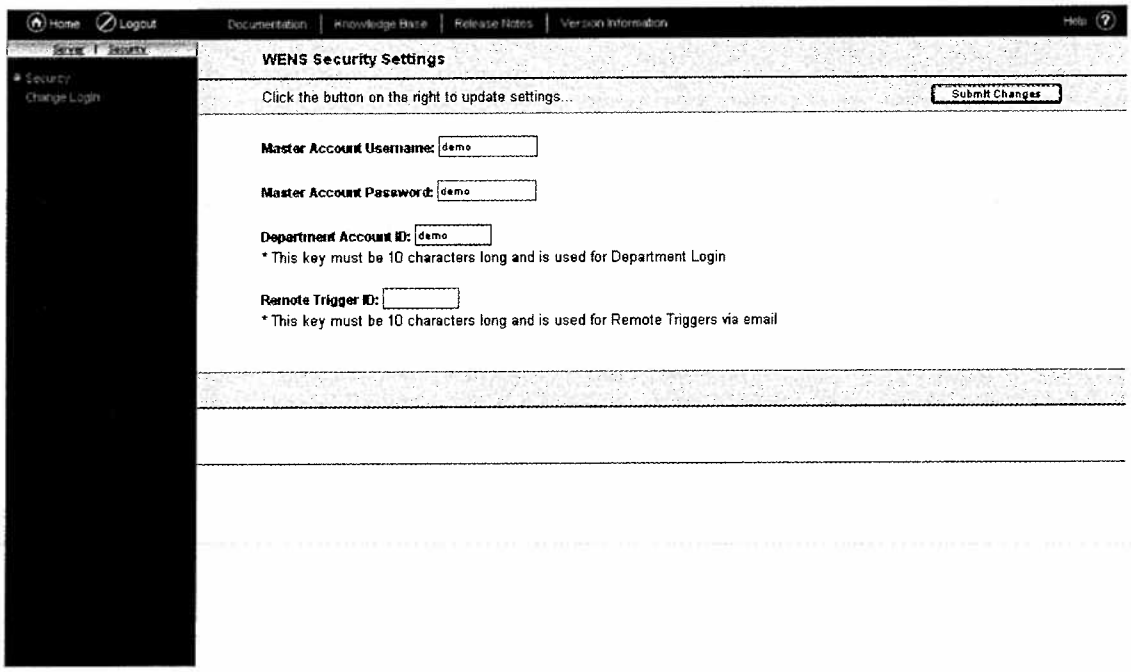
1.3 – Security

Security gives administrators the option to change the **Master Account Username**, **Master Account Password** and **Department Account ID**.

To make changes, click on the Security tab.

Change the username, password and/or account ID.

Click **Submit Changes**



2.0 User Settings

User settings give the administrator the option to modify/view groups and users.

2.1 – Settings

Path: **Server > System Settings > Settings**

Allows the administrator to customize the WENS system.

Each option provides a summary of what it allows the system to do.

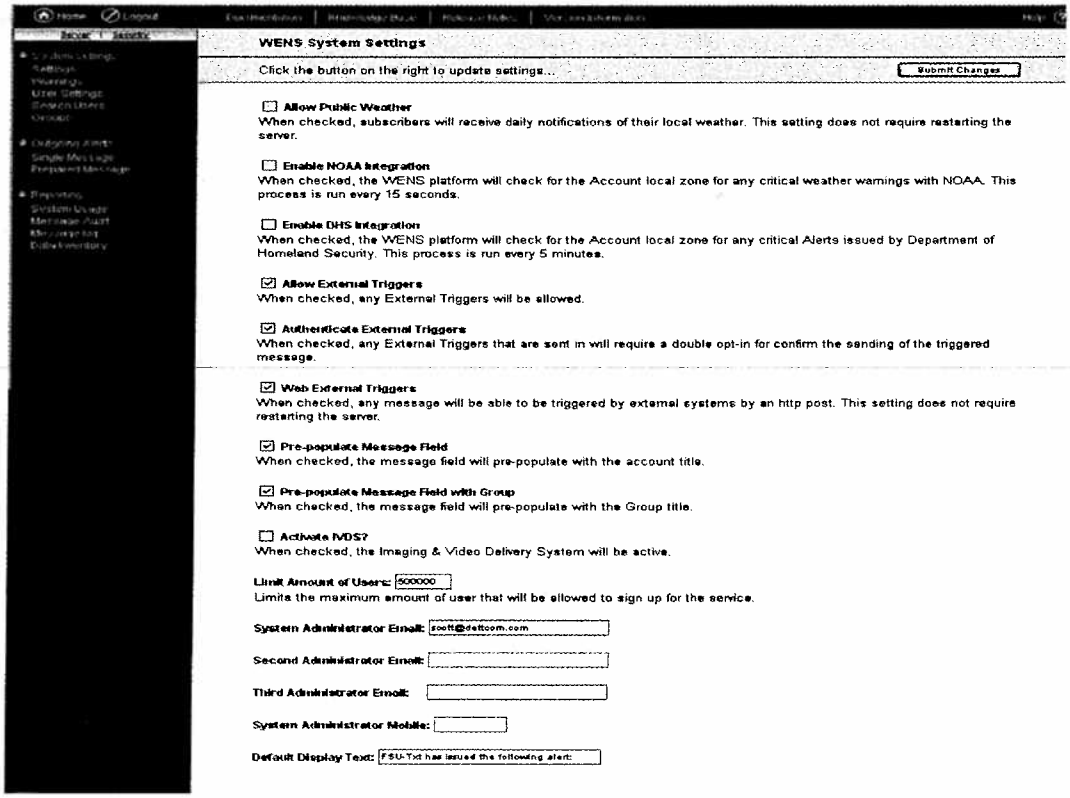
To change the settings, click on the box next to the option. The green check mark means that option has been selected.

The option to limit the amount of users is used as reference only.

System Administrator Email
Sends an email out to the specified email address every time there is a change done in the WENS settings. It is recommended to have the main administrators email address added.

Default Display Text
This is the text that will pre-populate in all of your messages.

After all the changes are complete, click **submit changes.**

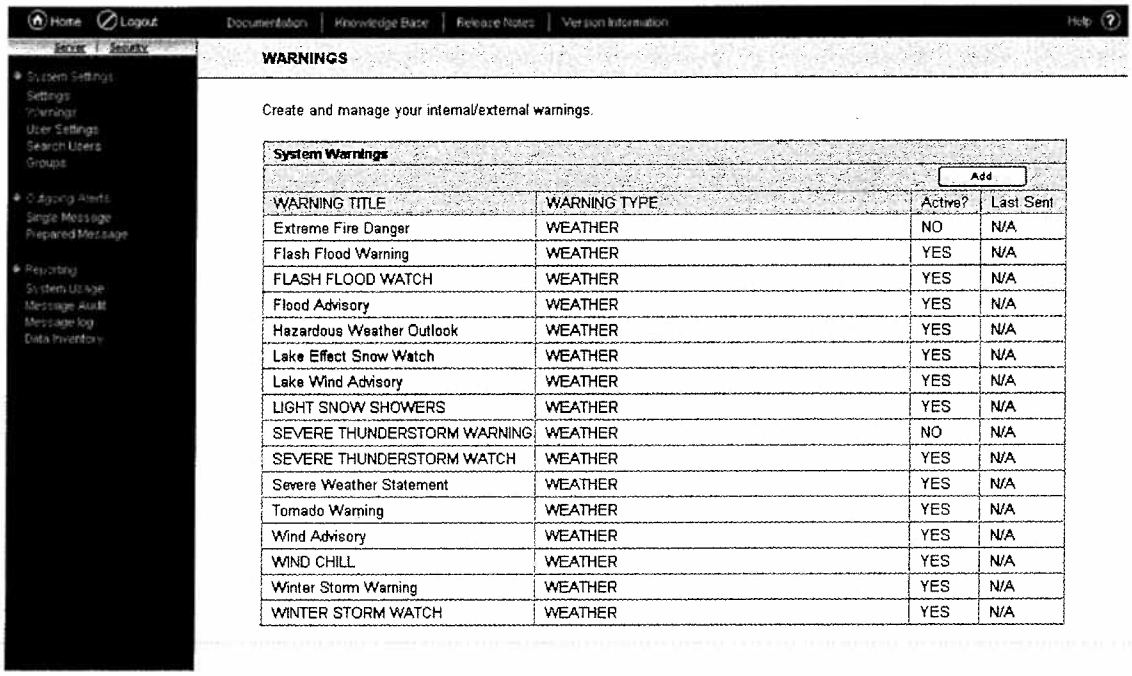


2.2 – Warnings

Warnings allows you to create and manage your weather warnings from NOAA.

Listed under **Server⟶ System Settings ⟶ Warnings**

A list of existing warnings will appear on the screen.



WARNING TITLE	WARNING TYPE	Active?	Last Sent
Extreme Fire Danger	WEATHER	NO	N/A
Flash Flood Warning	WEATHER	YES	N/A
FLASH FLOOD WATCH	WEATHER	YES	N/A
Flood Advisory	WEATHER	YES	N/A
Hazardous Weather Outlook	WEATHER	YES	N/A
Lake Effect Snow Watch	WEATHER	YES	N/A
Lake Wind Advisory	WEATHER	YES	N/A
LIGHT SNOW SHOWERS	WEATHER	YES	N/A
SEVERE THUNDERSTORM WARNING	WEATHER	NO	N/A
SEVERE THUNDERSTORM WATCH	WEATHER	YES	N/A
Severe Weather Statement	WEATHER	YES	N/A
Tornado Warning	WEATHER	YES	N/A
Wind Advisory	WEATHER	YES	N/A
WIND CHILL	WEATHER	YES	N/A
Winter Storm Warning	WEATHER	YES	N/A
WINTER STORM WATCH	WEATHER	YES	N/A

To view/change or delete details of a warning, click on the warning name and a screen with the details about the warning will appear.

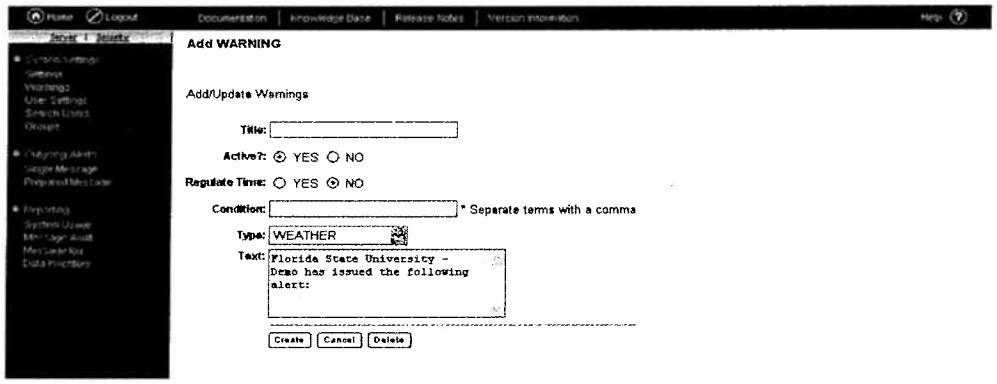
To change the warning, modify the field you are changing and click **Update.**

.

To delete the warning, click **Delete**.

To add a new warning, click the **Add** button from the main warnings screen.

The same screen to modify or delete a warning will appear with empty fields.



Fields to fill out:

Title:
This is what will appear on the warnings screen

Active:
Yes

Regulate time:
This will allow you to send the same message out at the same time every day/month/year. This should be No.

Condition:
Entered in this field will be the conditions of the warning you want to pull from the NOAA database. For example, if you want a Tornado Warning, you type "Tornado Warning" and it will pull the alerts from NOAA with that term. If you are entering more than one condition, a comma should be used to separate each term.

Type:
Should remain **Weather**.

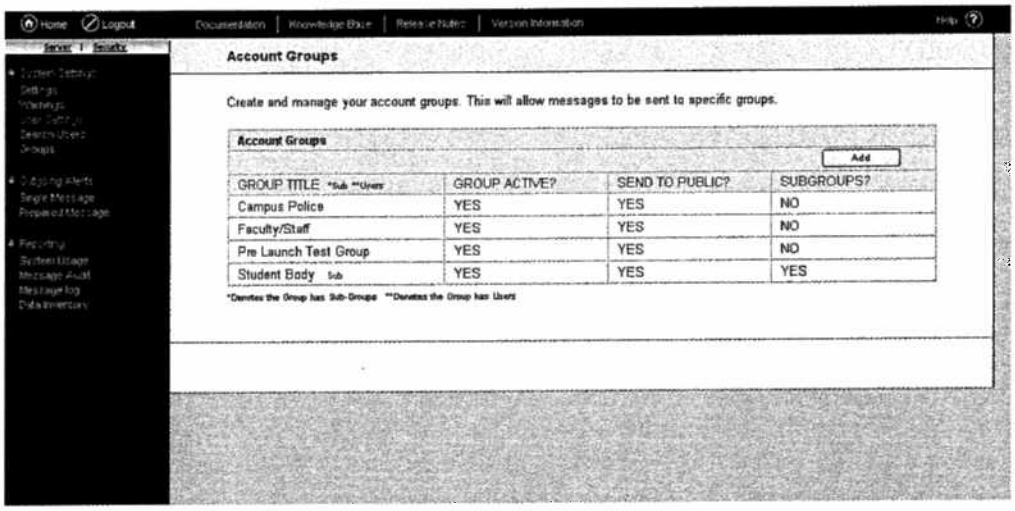
Text:
This will be the message that is sent out to the users.

2.3 – User Settings

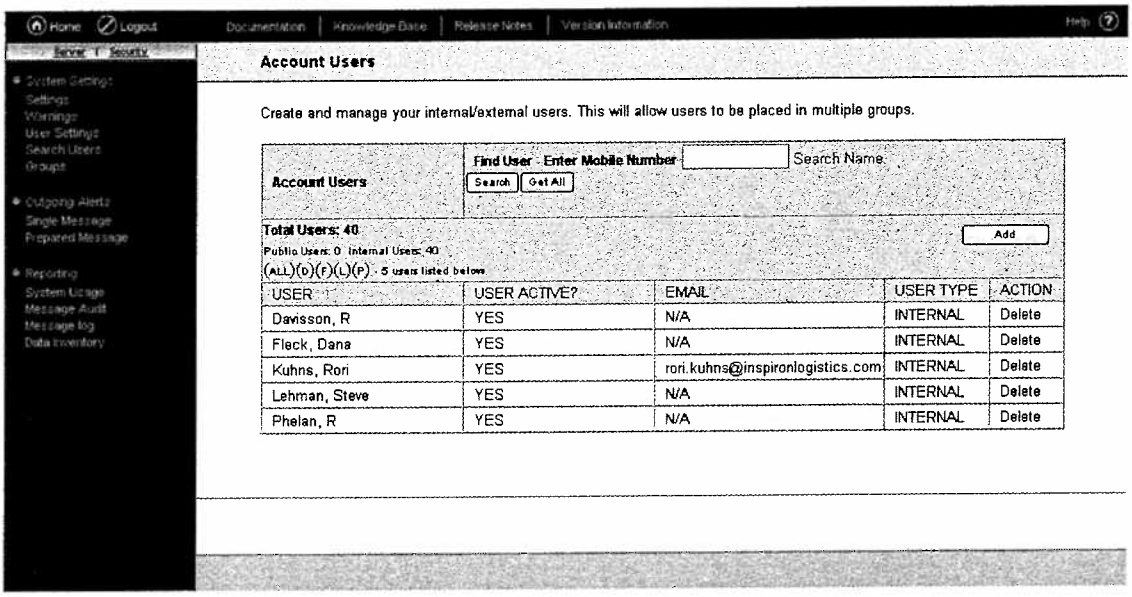
User Setting is used to modify, add or delete individual users.

Listed under **Server⟶ System Settings ⟶ User Settings**

A screen with all of the groups will appear.



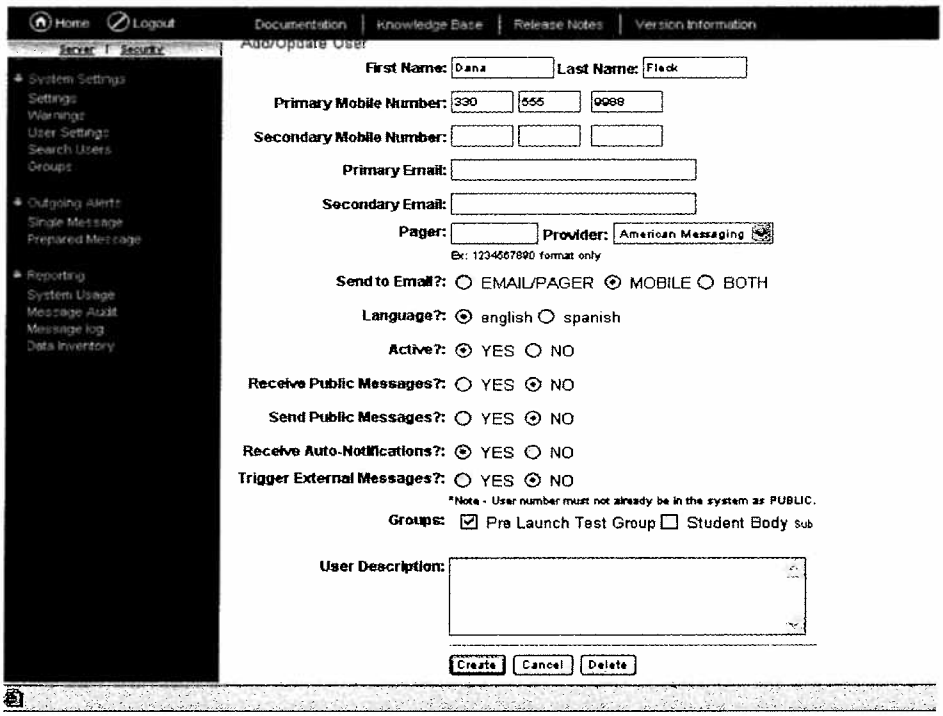
To find all the users in a group, click on the group name. A list of all the students in that group will appear by name or phone number.



You can search for a user in that group by entering their phone number in the **Find User** and clicking **Search name**.

To add a new user click on **Add.**

Fill in name and mobile. Email and pager can be filled in if you offer these options.



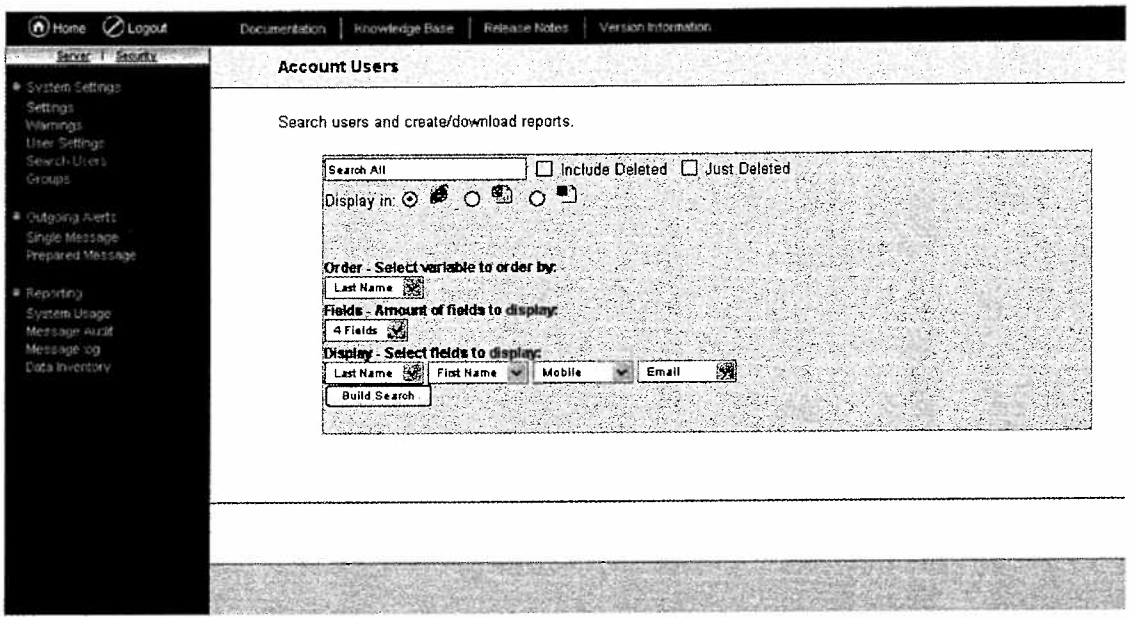
Settings should be set up as follows:

Send to Email:	Mobile (unless offering email/pager, then setting should be both)
Language:	English
Active:	Yes
Receive Public Messages:	No
Send Public Messages:	No
Receive Auto-Notifications:	Yes
Trigger External Messages:	No
Groups:	Check the group the user should be added to

2.4 Search Users

You can search users and create/download reports.

Listed under **Server⟶ System Settings ⟶ Search Users**



To search for a user, enter there phone number, name or email address into the search box. You have the option to include their deleted records or search for only their deleted records.

Display in:
Allows you to display on the same screen you are using or upload the file into Microsoft Word or Excel.

Order - Select variable to order by:
Enter how you are searching for the user.

Fields - Amount of fields to display:
Must remain at 4 fields

Display - Select fields to display:
Must remain: Last name, First name, Mobile, Email

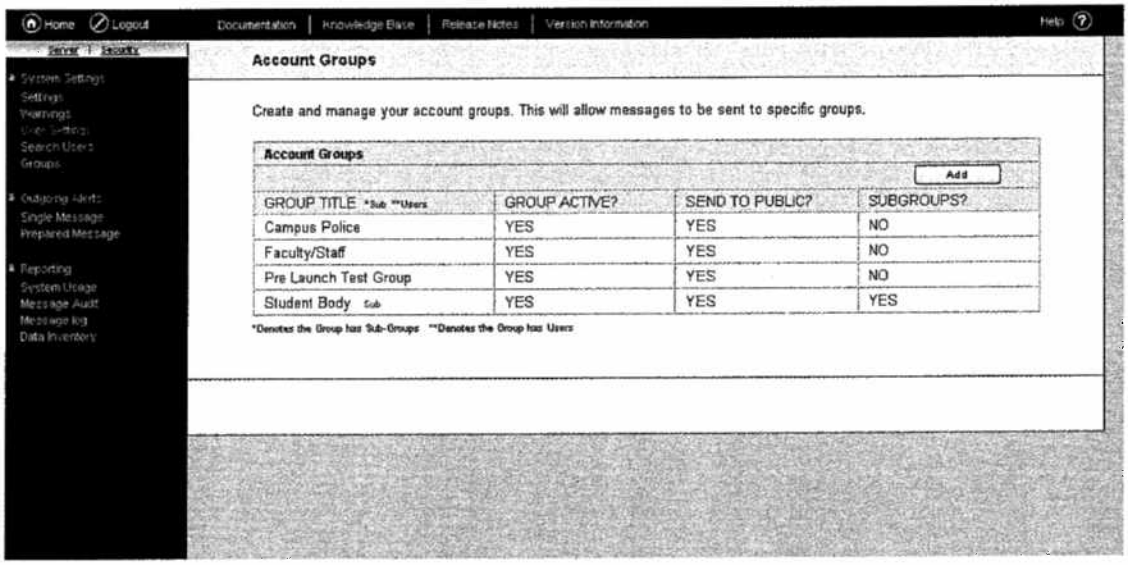
After the fields are selected, click **Build Search.**, it will populate the user information and every time they have been entered into the system.

Click on the name of the user and it will pull up all of their information.

2.5 – Groups

Create and manage your account groups. This will allow messages to be sent to specific groups.

Listed under **Server** ⟶ **System Settings** ⟶ **Groups**



To create a group, click on **Add**.

Title the group for the specific users that will be added. Example: Student, Faculty, Emergency Team

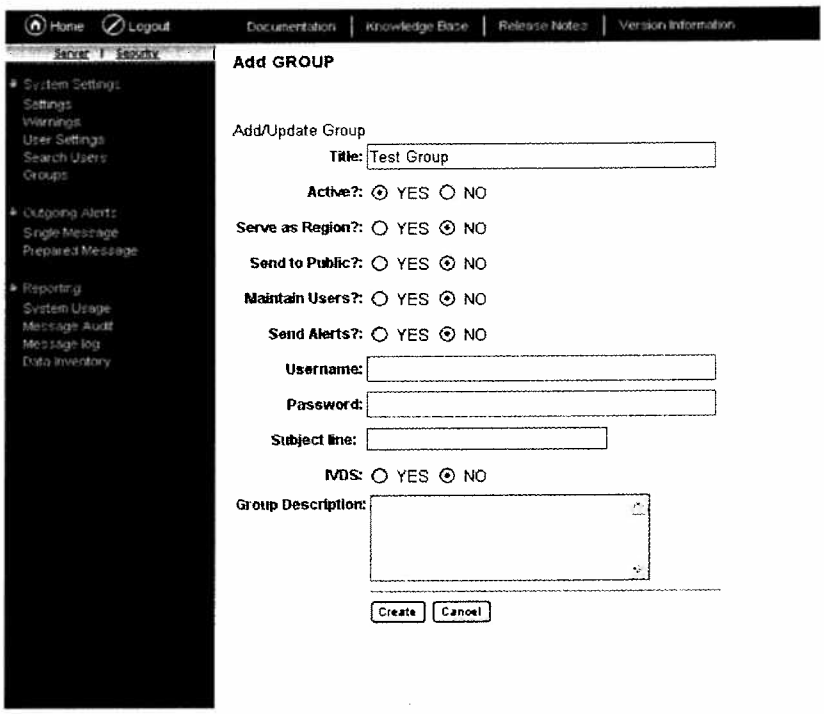
The settings should be set up as follows:

Active: Yes
Serve as Region: No
Send to Public: No
Maintain Users: No
Send Alerts: No
Username: Blank
Password: Blank
Subject Line: Blank
IVDS: No/Yes
Group Description: Blank

Click **Create**

Your group has now been set up.

To modify a group, click on the **Group Title** and it will pull up the group information



Make all appropriate changes and click **Create.**

3.0 Outgoing Alerts

Send single and prepared messages to groups and users.

3.1 – Single Message

You can send a single alert to all or different groups from this page.

Listed under **Server⟶ Outgoing Alerts ⟶ Single Message**

Highlight the group you want to send a message to.

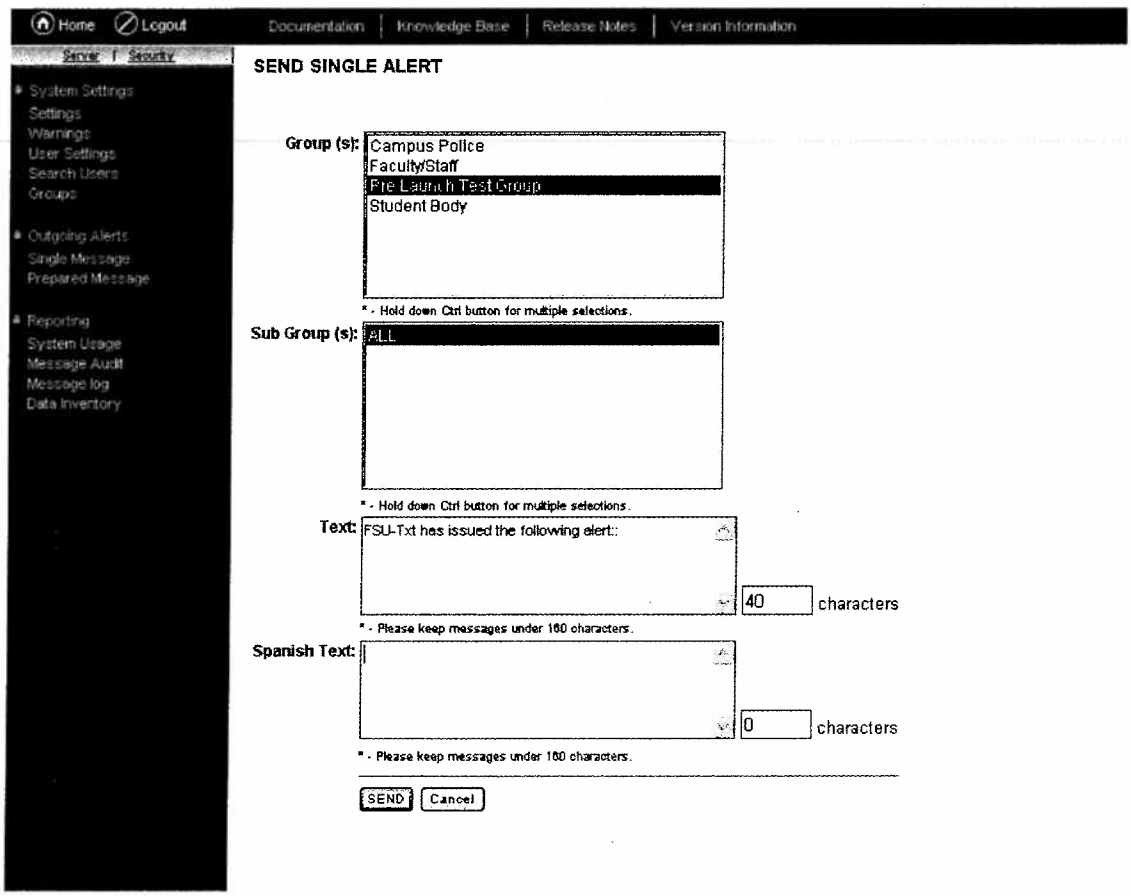
- You can select multiple groups by holding down the ***Ctrl*** key on your keyboard and clicking on each group you want to include.

Highlight the Sub Groups you want to include.

Enter the Emergency text you want to send out to the groups.

- This can only be 160 characters long.

Click **Send** and the message will be sent to the specific groups.



3.2 – Prepared Message

Create and manage your prepared messages. This will allow canned message to be triggered both internally and externally.

Listed under **Server⟶ Outgoing Alerts⟶ Prepared Message**

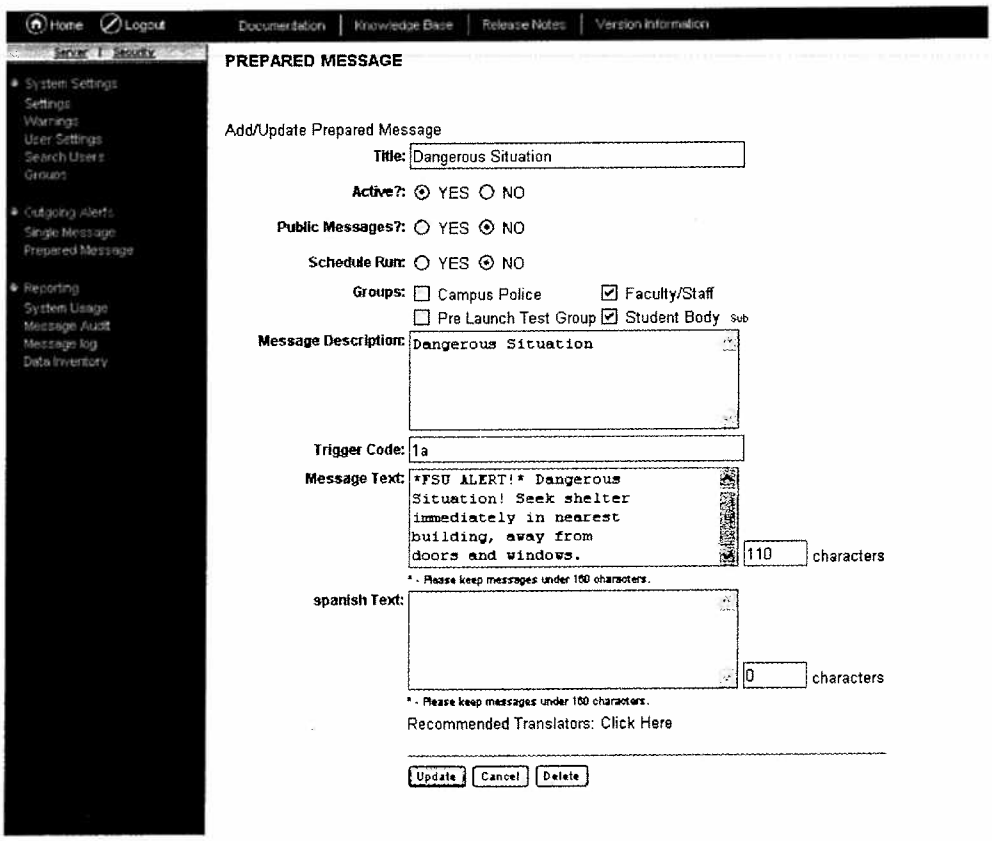
To add a prepared message, click the **Add** button.

The next screen will allow you to set up all of your settings for the prepared message.

The settings should be set up as follows:

Title:	Title of prepare message
Active:	Yes
Public Messages:	No
Schedule Run:	No
Groups:	Check each group you want the message to be sent to
Message Description:	Can be left blank or message description can be added
Trigger Code:	This can be any set of numbers or letters. This is the code used when activating external triggers.
Message Text:	Alert you want to send for this prepared message. This can be only 160 characters.

Click **Update** to create the prepared message.

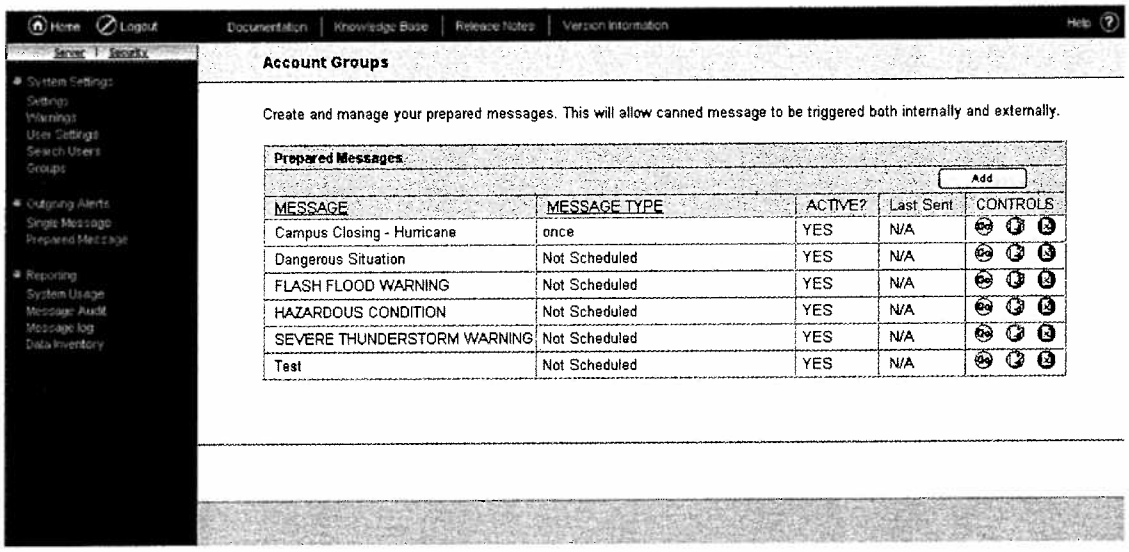


To send a prepared message, click on the button under **Controls** field next to the prepared message you want to send out.

The message will automatically be sent out to everybody in that group.

To edit the message, click on the button. This will pull up the same screen as when you're adding a prepared message.

To delete a prepare message, click on the button next to the message you want to delete.



3.3 – External Triggers

This allows an administrator to send an alert out via their cell phone.

Send a text message to **69310.**

Leave the subject line blank.

Enter the **Trigger Code** for that prepared message you want to send.

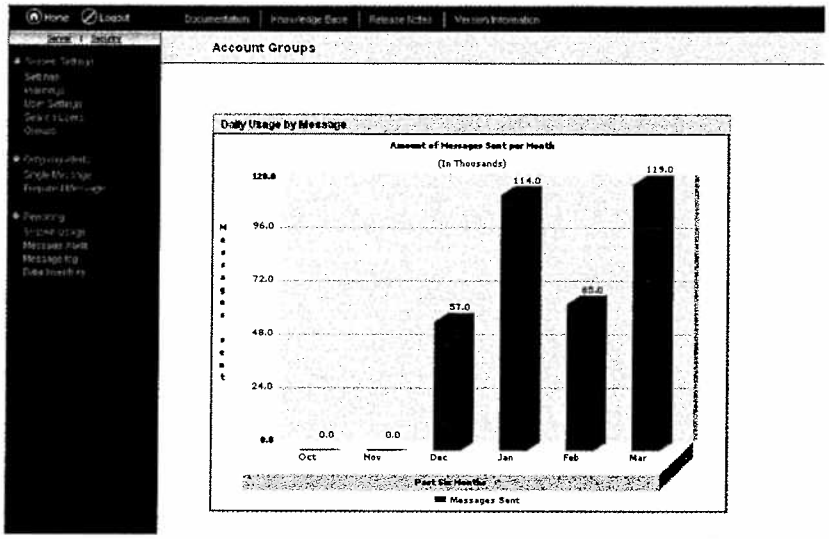
Hit send and that message will be sent to all the users in the prepared message.

4.0 Reporting

View incoming and outgoing message history, message logs and data inventory.

4.1 – System Usage

You can see at a quick glance how many messages you are sending out per month.

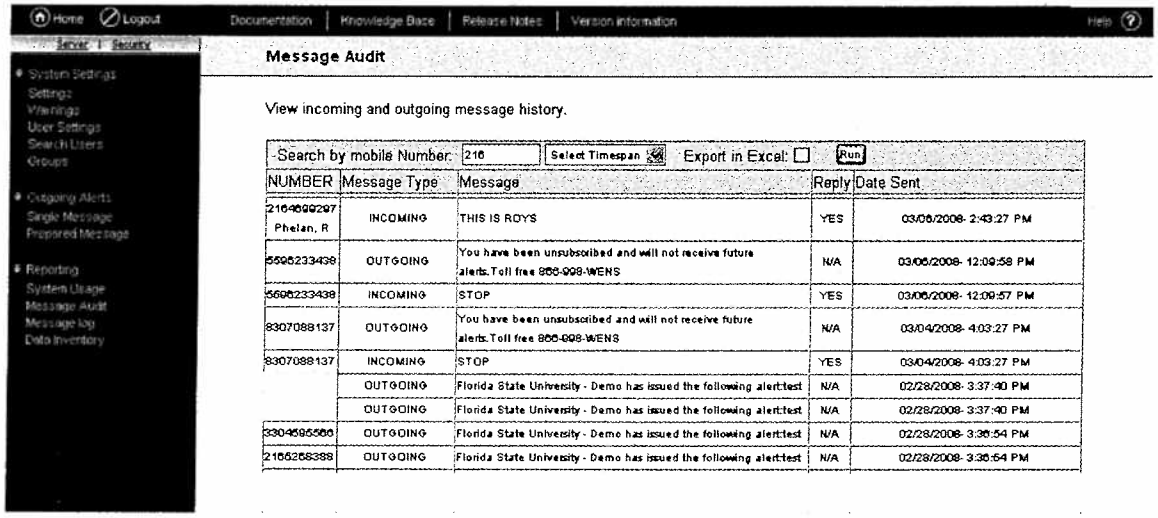


4.2 – Message Audit

View incoming and outgoing messages from users by cellular number.

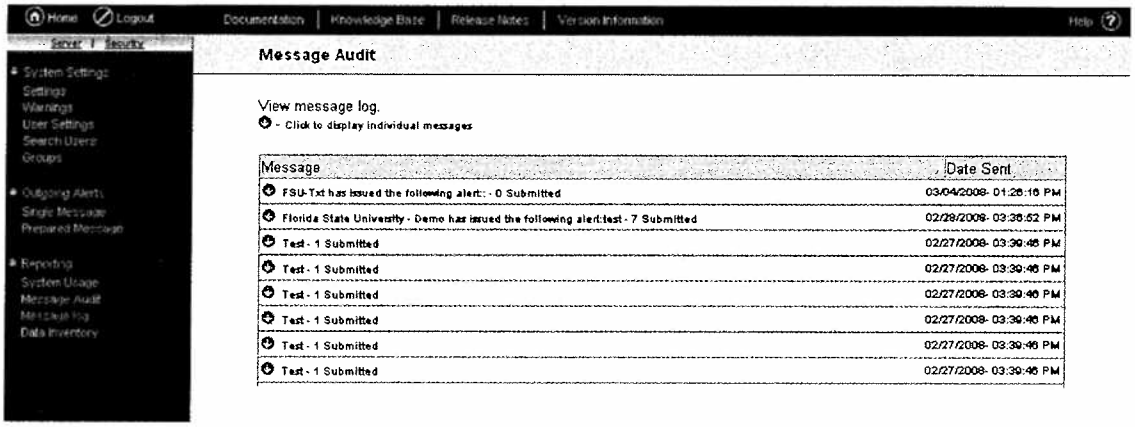
Incoming messages are highlighted in yellow.

You have the ability to search for a specific user and export the information into Excel.



4.3 – Message Log

Message Log gives you the ability to see all the messages you sent out and detailed information about the message.



To expand and the message to see the sent details, click on the ⊕ button.

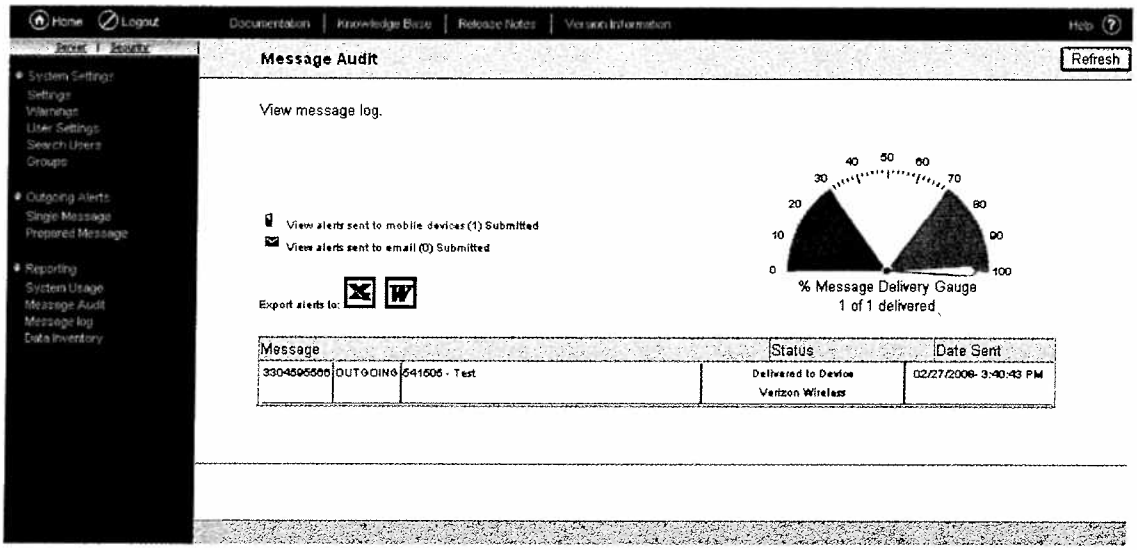
This will open the delivery gauge.

Note: The delivery gauge will change periodically depending on how often the carriers send delivery receipts.

To expand the message information click on View alerts sent to mobile devices (1) Submitted

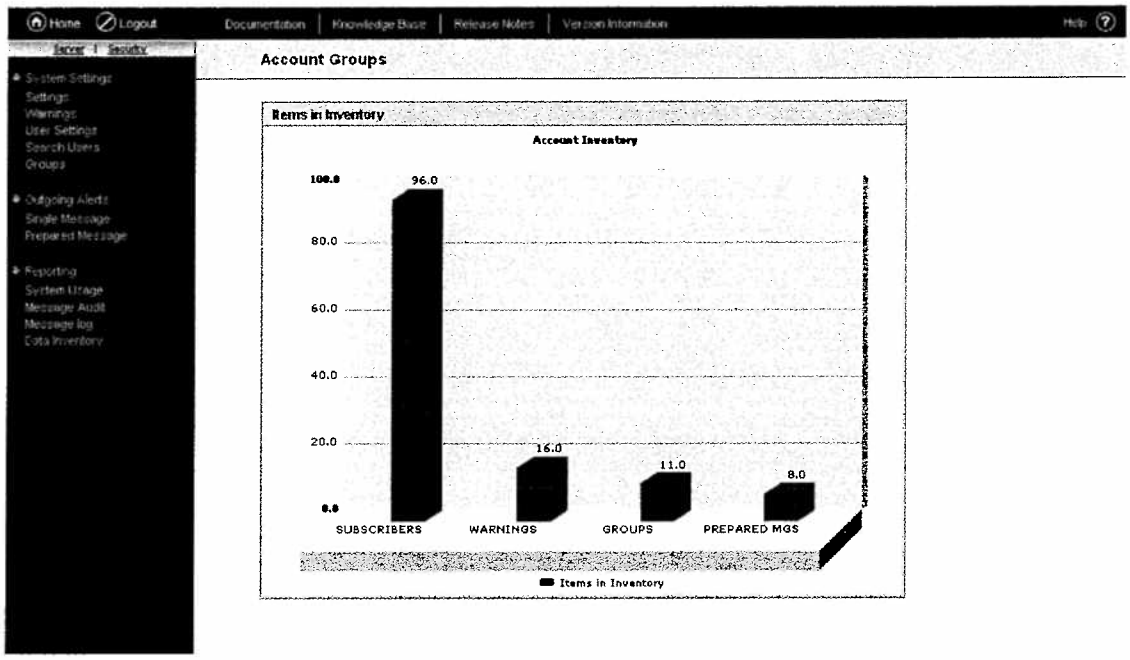
This will provide you with individual message details.

You have the ability export this information to Microsoft Excel or Word.



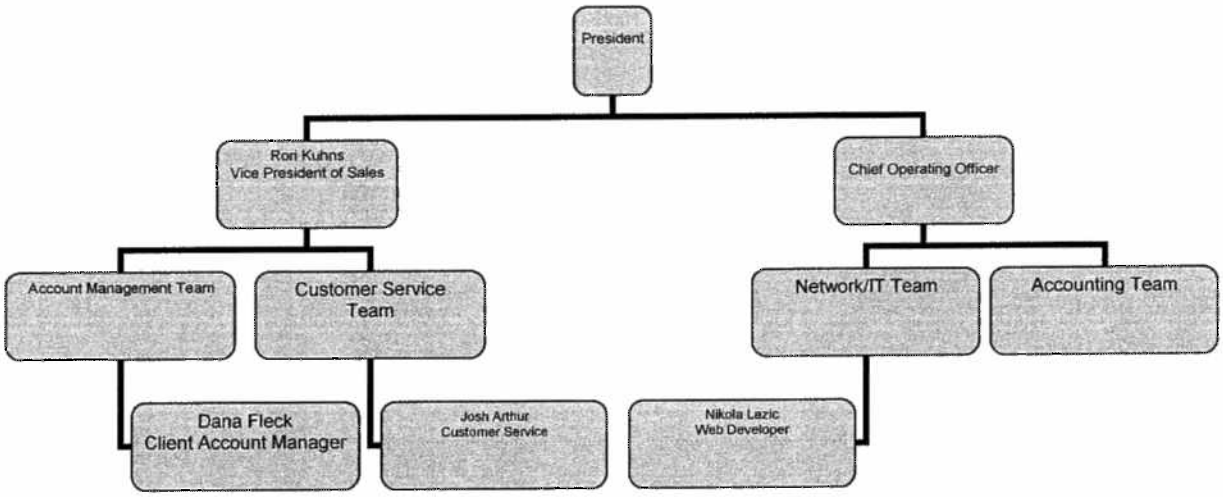
4.4 – Data Inventory

You can see at a quick glance how many subscribers are signed up and how many warnings, groups and prepared messages are set up.



Personnel and Staffing

The following Inspiron Logistics personnel will provide support for the Hidalgo County project:



Rori Kuhns, Vice President of Sales

Rori has joined Inspiron Logistics with over 17 years of sales, sales management and marketing experience spanning academic and B2B markets. She has focused almost exclusively on technology-driven products and solutions at start up or entrepreneurial organizations. Her team provides marketing and support materials for customers.

Dana Fleck, Client Account Manager

Dana has more than 8 years of client account management and project management experience. Dana has worked for a regional mobile carrier for 7 years, has worked on projects such as E911 and brings a wealth of knowledge about mobile technology.

Josh Arthur, Customer Service/Support

Josh was brought on board to assist in customer service and support for accounts like Hidalgo County. He is very familiar with the needs of customers.

Nikola Lazic, Senior Web Developer

Nikola is a very detailed developer working with clients on their unique requirements for using WENS. Nikola is also an expert in the WENS technology.

Insurance Requirement Acknowledgment

I, Ron Phelan, authorized representative for Inspiron Logistics llc, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ N/A General Liability: $ 1 million / occurrence
& 2 million aggregate

☒ have already been met, see attached copy of insurance certificate.

Ron K Phelan
Authorized Representative

5/15/2008
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TG INSPI-2 | DATE (MM/DD/YYYY) 04/21/08

PRODUCER

SeibertKeck Insurance Agency
2950 W. Market Street
Akron OH 44333-3600
Phone: 330-867-3140 Fax: 330-865-6826

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Inspiron Logistics, Inc.
2251 Front Street Suite 105
Cuyahoga Falls OH 44221

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Westfield Insurance Company	
INSURER B:	Central Mutual Insurance	20230
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	04093008319	04/15/08	04/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ Excluded $ 2000000 $ Excluded
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CWP4266632	02/25/08	02/25/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

The certificate holder is named as an additional insured. Contingent BI/PD Included; Errors & Omission $1,000,000 w/$5000 deductible

CERTIFICATE HOLDER

PALMB-3

Palm Beach County, Florida
Care of Purchasing Department
50 South Military Trl, Ste 110
West Palm Beach FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Trista L. Glanco

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

The Certificate Holder is added to the Commercial General Liability policy for vicarious or contributory negligence for Bodily Injury or Property Damage caused in whole or in part by the acts or omissions of the Named Insured or those acting on behalf of the Named Insured. No coverage is provided for sole-negligence of the Additional Insured.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Inspiron Logistics llc, possess all of the APPLICABLE:

1. Licenses: na.
2. Bonds: na.
3. Certificates: see insurance certificate.
4. Permits: na.
5. Other: na.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Roy K Phm

Authorized Signature

5/15/2008

Date

Inspiron Logistics llc

Company

2251 Front St Suite 105

Address

Cuyahoga Falls OH 44221

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received

1 **Name of person who has a business relationship with local governmental entity.**

NONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Ray K Pm

Signature of person doing business with the governmental entity

5/15/2008

Date

Adopted 06/29/2007

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Inspiron Logistics llc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation (llc) ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2251 Front St. Suite 105

Requester's name and address (optional)

City, state, and ZIP code
Cuyahoga Falls OH 44221

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			+		+			

or

Employer identification number
2	6	+	1	5	4	9	8	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Ron K Phm Date ► 5/15/2008

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Ray Phelan, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Ray K Phelan Chief Operating Officer

Subscribed and sworn to before me this 15 day of May 2008.

Dana Fleck

Notary Public

My commission expires: August 6, 2011, 2008.

inspiron logistics
Emergency Management Network >>>

May 15, 2008
RE: Debarment Certification

Dear Ms. Salazar:

As requested in RFP NO: 2008-154-05-21-MSS Inspiron Logistics is free from suspension or debarment pursuant to federal regulation 45CFR76.

Sincerely,

Roy Phelan
Chief Operation Officer

2251 Front Street, Suite 105, Cuyahoga Falls, OH 44221 866-998-9367

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Inspiron Logistics LLC **Telephone No.** (866) 998-9367

dba Name: Same

Legal Name: Inspiron Logistics LLC

Mailing Address : 2251 Front Street **Fax No.** (330) 922-4750

Physical Address: 2251 Front Street, Suite 105

City, State, Zip Cuyahoga Falls, OH **Tax I.D. No.** 26-1549848

Remit to Address : 2251 Front Street 44221 **City, State, Zip** Cuyahoga Falls, Ohio 44221

E-Mail Address: rori.kuhns@inspiron logistics.com

Representative(s) Name(s) & Title(s) Rori A. Kuhns, VP of Sales

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Ohio **Date:** 2003 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Scott Detting, President and Roy Phelan, Chief Operating Officer

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☒ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Proposed Price Schedule for County of Hidalgo, Texas

Year 1-Account Set-up Fee (One time):	$1,800.00
Year 1-Monthly Account Service Fee:	$1,991.00
Year 1 Total Annualized:	$25,692.00
Less Multi-Year Discount	7%
Year 1 Total Annualized With Discount:	**$23,894.00**
Year 2 Total Annualized With Discount:	**$23,894.00**

The quote includes the following:

- Fully hosted account
- Implementation Project Plan
- Unlimited Group Administrator Accounts
- Unlimited Number of Users/Registrants
- Online Training for All Administrators
- 24/7/365 Customer Support

Onsite support would be billed an hourly rate of $80/hour and would incur reasonable Travel and Expenses that would be billed to Hidalgo County.

EXHIBIT "B"
FEE SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

Rori Kuhns, Vice –President of Sales and Marketing
INSPIRON LOGISTICS
2251 Front Street Suite 105
Cuyahoga Falls, OH 44221

Via email:
rori.kuhns@inspironlogistics.com

RE: Request of Best and Final Offer (BAFO)
Hidalgo County-"Emergency Alert System"-RFP

Dear Ms. Kuhns:

We are in receipt of your Scope of Services and Fee Schedule. However, as part of the negotiations process, we are requesting that you submit a Best and Final Offer (BAFO) on the rates submitted as follows and as attached hereto:

Type of Services	Fee Submitted	Best and Final Offer (BAFO)
Year 1-Account Set-up Fee (One time):	$1,800.00	$1,800.00
Year 1 –Monthly Account Service Fee	$1,991.00	$1,991.00
Year 1 –Total Annualized: ($1,991.00 x 12= $23,892.00 + $1,800.00)	$25,692.00	$25,692.00
Less Multi-Year Discount 7% ($1,798.00)	7%	10 %
Year 1 Total Annualized with Discount	$23,894.00	$23,123.00
Year 2 Total Annualized with Discount	$23,894.00	$21,503.00
Onsite Support	$80.00 hr. + Travel & Expenses	$80/hr plus T+E

The County is committed to negotiating a contract that will be beneficial to both parties. In this spirit of cooperation we ask that you respectfully re-consider the rates you are proposing and submit your Best and Final Offer (BAFO) by no later than 5:00 P.M. on Thursday, June 5, 2008.

Please submit your Best and Final Offer (BAFO) Via Facsimile No. (956) 318-2629 or Via Email moises.salazar@co.hidalgo.tx.us and mail the original to our office (2812 S. Bus. Hwy. 281, Edinburg, TX. 78539).

Thank you in advance for your prompt attention to this request. Should you have any questions or require additional information, please do not hesitate to contact me (956) 292-7000 x-4863.

Approved

Respectfully,

Moises Salazar, Buyer II
Hidalgo County Purchasing Department

Encl.

xc: Mario Betancourt (mario.betancourt@co.hidalgo.tx.us)
File

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TG INSPI-2 | DATE (MM/DD/YYYY) 06/19/08

PRODUCER

SeibertKeck Insurance Agency
2950 W. Market Street
Akron OH 44333-3600
Phone: 330-867-3140 Fax: 330-865-6826

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Inspiron Logistics, LLC
2251 Front Street Suite 105
Cuyahoga Falls OH 44221

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	
INSURER B: Central Mutual Insurance	20230
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	04093008319	04/15/08	04/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ Excluded $ 2000000 $ Excluded
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CWP4266632	02/25/08	02/25/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

The certificate holder is named as an additional insured.Contingent BI/PD Included; Errors & Omission $1,000,000 w/$5000 deductible

CERTIFICATE HOLDER

HIDAL-1

The County of Hildago
Purchasing Department
2812 S. Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Trista L. Glanco

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

COLUMBUS, OHIO 43215-2256

CERTIFICATE OF PREMIUM PAYMENT

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information call 1-800-OHIOBWC.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

1544904 1/18/2008 THRU 08/31/2008

INSPIRON LOGISTICS
229 RIVERFRONT PKWY
CUYAHOGA FLS OH 44221-2580

ohiobwc.com

Marsha P. Ryan
ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

OHIO BUREAU OF WORKERS' COMPENSATION

REQUIRED POSTING

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

THIS LANGUAGE MUST BE POSTED WITH THE CERTIFICATE OF COVERAGE

inspironlogistics
Emergency Management Network >>

FACSIMILE TRANSMITTAL SHEET

TO: MOISES SALAZAR

FROM: RORI A. KUHNS

FAX NUMBER: 956-318-2629

DATE: JUNE 12 2008

REGARDING:

TOTAL NO. OF PAGES INCLUDING COVER: 2

Workers comp

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

www.inspironlogistics.com

2551 FRONT STREET
SUITE 105
CUYAHOGA FALLS, OHIO44221
(877) 998-9367
FAX: (330) 922-4750

17.

Purchasing Department - Marty Salazar:
NOTES:
1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.
2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Administration Building:
a) General status report by project architect (when necessary) or purchasing department
b) other related items

4. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

5. **AI-9765** ✓ Presentation for discussion, acceptance, and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) with "Inspiron Logistics, LLC" for an Emergency Alter System for Hidalgo County RFP NO: 2008-154-05-21-MSS. Alert

Hidalgo County

"Emergency Alert System"

C-08-154-06-17

CONTRACT ATTACHMENT 2

1. Liability; Warranty.

1.1 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT IN THE EVENT THE WENS SYSTEM IN ENTIRELY UNABLE TO PROCESS MESSAGES, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED AMOUNTS RECEIVED BY INSPIRON LOGISTICS AND NOT PAID TO CUSTOMER HEREUNDER IN THE 6 MONTH PERIOD PRIOR TO ANY CLAIM. ONLY IN THE EVENT THE WENS SYSTEM IS ENTIRELY UNABLE TO PROCESS MESSAGES, INSPIRON LOGISTICS TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED $1,000,000.

1.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

(b) Inspiron Logistics Warranty. Inspiron Logistics hereby represents and warrants that (i) it shall perform all Services in a good and workmanlike manner. The foregoing shall not be construed as a warranty that the Platform of Services will function without error.

(c) Exclusive Remedies, Excepting the liabilities identified in paragraph 1.1, for any breach of the warranties set forth in Section 1.2(b), Customer's sole and exclusive remedy and Inspiron Logistics' entire liability shall be, at Customer's discretion, either: (a) correct the error that caused the breach of warranty; (b) re-perform the Services; or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement and return of the fees paid for such nonconforming Services.

2. Carrier Restrictions/Requirements.

2.1 General Carrier Restrictions. Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment, (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with or authorize or enable Inspiron Logistics to comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content.

2.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or a violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carriers network. Customer further acknowledges that if a Carrier receives a complaint

from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such time as the complaint is remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

2.3 Damage to Carrier Property. Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

2.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for any lack of privacy or security experienced when using the Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

2.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

2.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered; and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, uninterrupted, and free from unauthorized access or that all messages will be delivered.

3. Assignment.

3.1 Assignment. Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement, without the prior consent of the other Party Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interest to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

AI-10800 **21.B.1.**

Pct. 1- Invoice No. 11322702-L & G Engineering-C-07-451-12-26
CC REGULAR

Date: 08/26/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Pursuant of correspondence received from contracted vendor, L & G Consulting Engineers, Inc. d/b/a/ L & G Engineering is requesting discussion, consideration, acceptance and approval of an error/oversight in engaging the services of a subcontractor without written consent from Hidalgo County for the: "FM 493 Project" for Hidalgo County Precinct No. 1;
B. Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322702 in the amount of $62,600.00, from L & G Consulting Engineers, Inc. d/b/a L & G Engineering, contracted engineer for the "FM 493 Project" for Hidalgo County Precinct No. 1;
C. Presentation for discussion, consideration, acceptance and approval to sub-contract the services of Vazaldua & Associates for the provision of tasks related to public involvement requirements in connection with the project for FM 493 in Pct. 1.

BACKGROUND

Invoice No. 11322702
Letter of Clarfication from Project Engineer
Letter of Acceptance and Approval from Pct. 1

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-049-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO #596375 $842,997.50 for L & G Consulting Engineers, Inc. as of 8-22-08.

Attachments

Link: Pct. 1- Invoice No. 11322702
Link: Letter frm L&G Engineering & Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	08/22/2008 08:54 AM	APRV
2	Budget & Management	Veronica Lopez	08/22/2008 09:14 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/22/2008 09:32 AM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Letty Saenz Started On: 08/21/2008 05:03 PM

Final Approval Date: 08/22/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322702
INVOICE DATE: 07/31/08

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

Contract #C-07-451-~~00-00~~ 12-26
PO#596375/R233

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

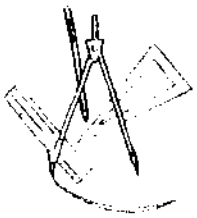
DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2008.						
11006-Design Schem	272,500.00	218,000.00	27,250.00	245,250.00	90.0	27,250.00
12001-EA Fieldwork	10,000.00	2,000.00	8,000.00	10,000.00	100.0	
12002-EA Documents	57,000.00	11,400.00	22,800.00	34,200.00	60.0	22,800.00
12003-Public Invmt	3,000.00	450.00	1,050.00	1,500.00	50.0	1,500.00
12004-Cul Resc	20,000.00				0.0	20,000.00
12030-Public Invmt	20,450.00	9,202.50	3,500.00	12,702.50	62.1	7,747.50
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv,Plans&Des	25,000.00	22,500.00		22,500.00	90.0	2,500.00
15010-Surv,Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	100,800.00		100,800.00	40.0	151,200.00
16100-Drainage	168,000.00	58,800.00		58,800.00	35.0	109,200.00
16200-Pavt Mrk & Sig	84,000.00	8,400.00		8,400.00	10.0	75,600.00
16240-Signal Design	40,000.00				0.0	40,000.00
16302-Traf Cntrl Pln	84,000.00	12,600.00		12,600.00	15.0	71,400.00
16304-Irrigation	84,000.00	29,400.00		29,400.00	35.0	54,600.00
16307-Utilities	168,000.00	67,200.00		67,200.00	40.0	100,800.00
16400-Contract Mgmt	100,000.00	40,000.00		40,000.00	40.0	60,000.00
32000-Const. Mgmnt	35,800.00				0.0	35,800.00
TOTALS:	1,598,950.00	755,952.50	62,600.00	818,552.50	51.2	780,397.50

8-1336-4300-121-049-0-841 NM

ORIGINAL CONTRACT SUM	$	1,598,950.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,598,950.00
TOTAL COMPLETED TO DATE	$	818,552.50
LESS PREVIOUS INVOICES	$	755,952.50
CURRENT PAYMENT DUE	$	62,600.00

Manuela G Mares
PROJECT MANAGER'S SIGNATURE
For: Armando J. Sandoval P.E.

INVOICE RECEIVED BY
N.E. Hunter on 8/5/08
GOODS/SERVICES RECEIVED BY:
N.E. Hunter on 8/5/08



L&G Engineering

Transportation Consultants

August 1, 2008

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of July 2008. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
L&G is has submitted the schematic and constraint map to TxDOT based on the 100 ft. ROW/84' F-F roadway option. We have revised the schematic/matrix based on TxDOT comments. Public Meeting scheduled for July 24th was cancelled due to Hurricane Dolly and will be re-scheduled.	L&G	90%
All field work has been completed. The EA has been completed and are awaiting the public meeting for a formal submittal to TxDOT.	L&G	100%
The EA has been completed and are awaiting the public meeting for a formal submittal to TxDOT.	L&G	60%
The public meeting scheduled for July 24th was postponed and pending rescheduling. L&G provided TxDOT with names and addresses of property owners, attended a mock meeting and assisted in the preparation of their presentation for the public meeting that was postponed.	L&G	50%
The cultural resource surveys are being scheduled for November 2008.	L&G	0%
We have prepared names and addresses of property owners and Vazaldua & Assoc. designed and printed 4X6 notice cards for Public Meeting and hand delivered and counsel property owners on matters affecting their property. Meeting was postponed due to Hurricane Dolly and re-schedule is pending.	L&G	62%
Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing. ROW map file has been provided to L&G. A hard copy of all ROW information has been submitted to our office	RODS	100%

Mercedes Office:
2100 W. Expressway 83 • Mercedes, TX 78570
(956) 565-9813 • Fax: (956) 565-9018
Toll Free: (888) 565-9813

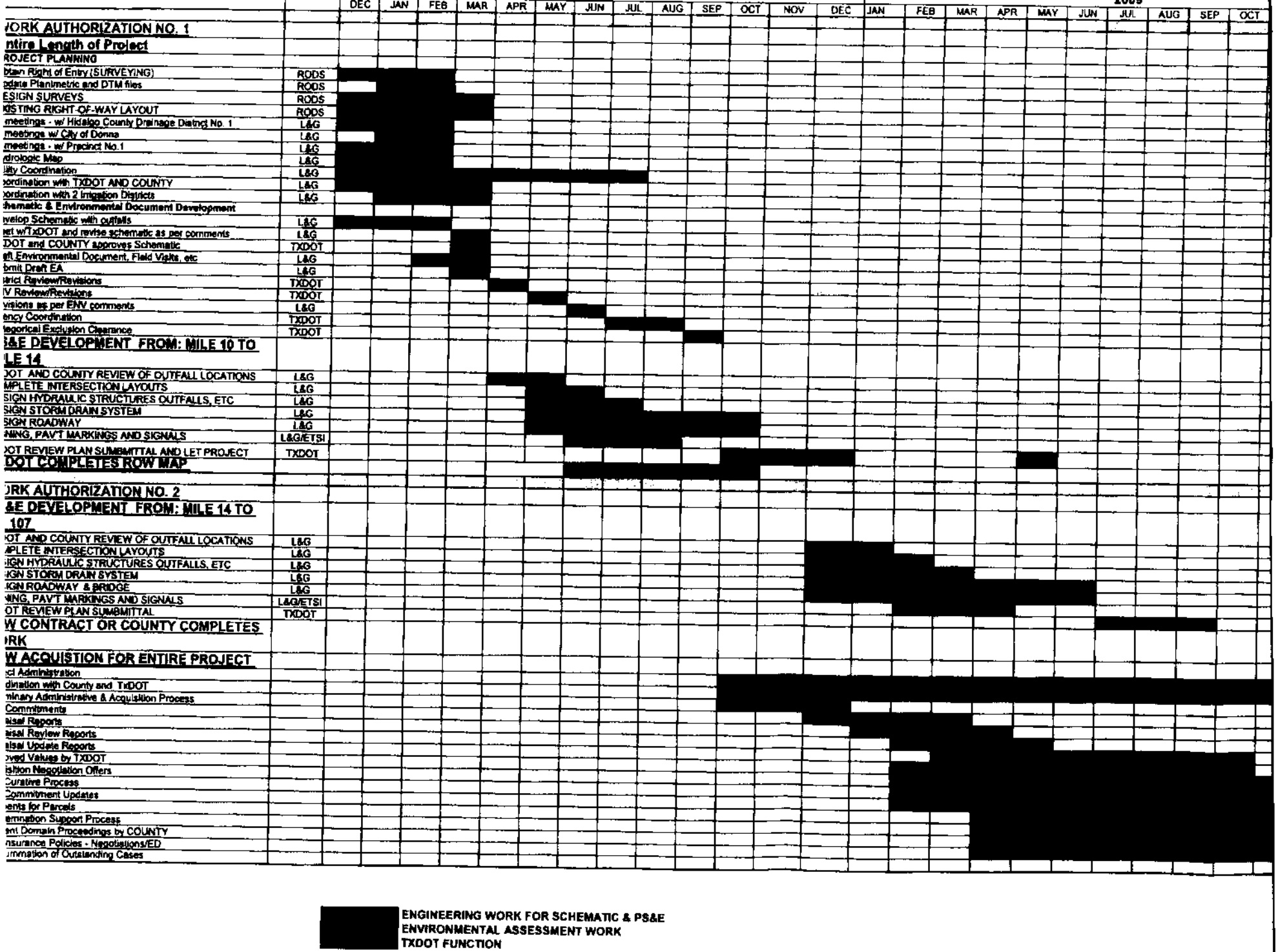
Mission Office:
900 S. Stewart Rd., Suite 9 • Mission, TX 78572
(956) 585-1909 • Fax: (956) 585-1927
Toll Free: (866) 585-1909

L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted 90% complete final survey, along with preliminary survey control index sheets.	L&G	90%
Control points (BM's) are complete.	RODS	100%
H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' South of Mile 10 North. A copy of the preliminary survey control index sheets has been submitted.	RODS	100%
Typical sections for an 84' roadway have been developed. Intersection layouts are being adjusted as requested by TxDOT. We are adjusting the profile and centerline as necessary.	L&G	40%
We are evaluating each outfall for use and will identify any improvements that are necessary. We met with Mrs. Nora Zapata of the Donna Irrigation District on May 6, 2008 to discuss irrigation and outfalls and held another meeting on June 23rd. A hydrologic map has been developed.	L&G	35%
Preliminary pavement markings have been laid out on the schematic.	L&G	10%
This task has not begun.		0%
We are further investigating the feasibility of various traffic control options for the "84' roadway in 100' of ROW" typical section that is approved. The trunk line location is being determined based on the trunk line location we are developing at the TCP phasing.	L&G	15%
All irrigation crossings have been identified and existing conditions are being drafted. We met with Mrs. Nora Zapata of the Donna Irrigation District on May 6, 2008 to discuss irrigation and outfalls and met again on June 23rd. Coordination with the Donna Irrigation District is ongoing.	L&G	35%
An initial site survey was conducted. Major compensable utilities have been identified and adjustment costs are being analyzed and incorporated into the project. Initial letters have been sent to all utilities found within the project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items.	L&G	40%
We held a project status meeting with PCT #1 on July 15, 2008 to provide an update.	L&G	40%
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

For: Armando J. Sandoval, P.E.
Project Manager
Attachment


2004
2005
DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT
ORK AUTHORIZATION NO. 1
ntire Length of Project
ROJECT PLANNING
btain Right of Entry (SURVEYING) RODS
pdate Planimetric and DTM files RODS
ESIGN SURVEYS RODS
XISTING RIGHT-OF-WAY LAYOUT RODS
meetings - w/ Hidalgo County Drainage District No. 1 L&G
meetings w/ City of Donna L&G
meetings - w/ Precinct No.1 L&G
drologic Map L&G
ility Coordination L&G
ordination with TXDOT AND COUNTY L&G
ordination with 2 Irrigation Districts L&G
hematic & Environmental Document Development
velop Schematic with outfalls L&G
et w/TxDOT and revise schematic as per comments L&G
DOT and COUNTY approves Schematic TXDOT
ft Environmental Document, Field Visits, etc L&G
bmit Draft EA L&G
trict Review/Revisions TXDOT
V Review/Revisions TXDOT
visions as per ENV comments L&G
ency Coordination TXDOT
tegorical Exclusion Clearance TXDOT
S&E DEVELOPMENT FROM: MILE 10 TO
LE 14
OT AND COUNTY REVIEW OF OUTFALL LOCATIONS L&G
MPLETE INTERSECTION LAYOUTS L&G
SIGN HYDRAULIC STRUCTURES OUTFALLS, ETC L&G
SIGN STORM DRAIN SYSTEM L&G
SIGN ROADWAY L&G
NING, PAVT MARKINGS AND SIGNALS L&G/ETSI
OT REVIEW PLAN SUMBMITTAL AND LET PROJECT TXDOT
DOT COMPLETES ROW MAP
RK AUTHORIZATION NO. 2
S&E DEVELOPMENT FROM: MILE 14 TO
107
OT AND COUNTY REVIEW OF OUTFALL LOCATIONS L&G
MPLETE INTERSECTION LAYOUTS L&G
IGN HYDRAULIC STRUCTURES OUTFALLS, ETC L&G
IGN STORM DRAIN SYSTEM L&G
IGN ROADWAY & BRIDGE L&G
NING, PAVT MARKINGS AND SIGNALS L&G/ETSI
OT REVIEW PLAN SUMBMITTAL TXDOT
W CONTRACT OR COUNTY COMPLETES
RK
W ACQUISTION FOR ENTIRE PROJECT
cl Administration
dination with County and TxDOT
minary Administrative & Acquisition Process
Commitments
isal Reports
isal Review Reports
isal Update Reports
oved Values by TXDOT
isition Negotiation Offers
Curative Process
Commitment Updates
ents for Parcels
emnation Support Process
nt Domain Proceedings by COUNTY
nsurance Policies - Negotiations/ED
mmation of Outstanding Cases
ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

& associates

Leading Communities Perfect Solutions Quality Results

205 W. Iris
McAllen, Texas 78501

Phone: 956-451-6775
Fax: 956-683-9110
Email: paulmv555@yahoo.com

Bill To:
L & G Engineering, Inc.
2100 W. Expressway 83
Mercedes, Texas 78570

Invoice #: 2008-061
Invoice Date: July 29, 2008
Customer ID: L&GENG
P.O. Number: N/A

[illegible]	[illegible]	[illegible]	[illegible]
7/29/08	Task Four	1	500.00
7/29/08	Task Five	1	3,000.00
	TOTAL DUE	**2**	**3,500.00**

& associates

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept. **From:** Noe Montez

Attn: Letty Saenz or Darlene Betancourt

Fax: **Pages:** 7

Phone: **Date:** 8/4/08

Re: **CC:**

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

• **Comments**

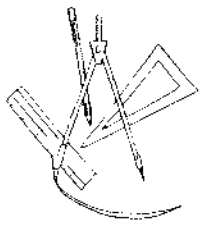
Please make arrangements to place the following inv#11322702 for L & G on the next CC meeting for request for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

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



L&G Engineering

Transportation Consultants

August 20, 2008

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Attention Leticia Saenz
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

RE: Engineering Services-Hidalgo County FM 493 Project

Dear Ms. Salazar:

L&G Engineering is working to complete the scope of work as assigned for the FM 493 project. We respectfully request your approval of the inclusion of Mr. Paul Vazaldua's firm to our team in an effort to assist us in completing some tasks required for the public involvement portion of the project.

We contracted him in an effort to accomplish the needed tasks prior to the scheduled public meeting. These tasks needed to be performed in a precise timeframe in order to maintain the project timeline from being affected. Attached for your use and information is contract and work authorization which includes the scope of work, and insurance certificate naming Hidalgo County as L&G Engineering is working to complete the scope of work as assigned for the FM 493 project.

We appreciate the opportunity to offer our services to Hidalgo County. Should you require any additional information, please do not hesitate to call us.

Sincerely,

L & G Engineering

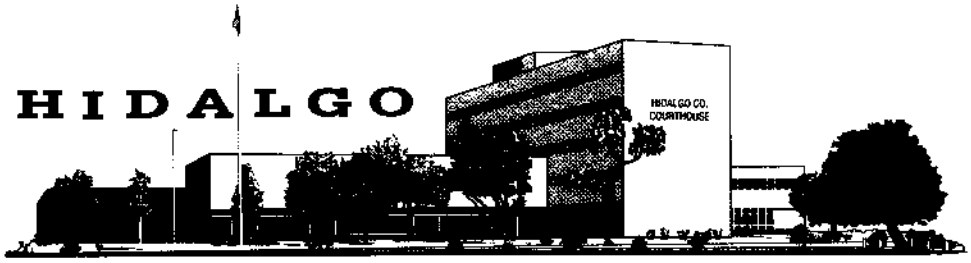
Jacinto Garza, PE
CEO/Project Manager

Attachments

Mercedes Office:
2100 W. Expressway 83 • Mercedes, TX 78570
(956) 565-9813 • Fax: (956) 565-9018
Toll Free: (888) 565-9813

Mission Office:
900 S. Stewart Rd., Suite 9 • Mission, TX 78572
(956) 585-1909 • Fax: (956) 585-1927
Toll Free: (866) 585-1909

COUNTY of HIDALGO



SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

August 21, 2008

Ms Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano
Edinburg, Texas 78539

Re: Engineering Services- L & G Engineering, C-07-451-12-26

Please be advised that Pct. 1 concurs with L & G Engineering with their decision to request the inclusion of Vasaldua & Associates to their team. This is required in order to complete tasks needed for the public involvement portion of the project in an effort to prevent the timeline from being affected.

If you should need any further information please call.

Sincerely,

Noe Montez
Budget Manager

NOT PRINTED AT COUNTY EXPENSE

AI-10761 **21.C.1.**

Request for Change Order No. 1 for Rio Valley Construction for the South Tower Rd Park Project

CC REGULAR

Date: 08/26/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting approval of Change Order No. 1 (decrease) unused lawn sprinkler (Landscape Allowance) in the amount of $113.50 and the additional of 117 Days in connection with the "Multi-Purpose Facility for Hidalgo County Precinct No. 2 South Tower Rd Park" from contracted vendor, Rio Valley Construction, Inc., and as recommended by project architect, VA Architecture, with authority for County Judge or Court member to execute document.

B. Requesting approval of a "Certificate of Completion" with Rio Valley Construction, Inc., reflecting the completion date of August 26, 2008 for the "Multi-Purpose Facility for Hidalgo County Precinct No. 2 South Tower Rd Park".

C. Approval of request for Payment of Application No. 10 in the amount of 137,753.80, Payment of Application No. 11 in the amount of $12,584.46 and Application No. 12 (Retainage) in the amount of $73,394.33 from Rio Valley Construction, Inc. awarded contractor for the, "Construction of Precinct No. 2 Multi-Purpose Facility at South Tower Road Park," and as certified for payment by project architect, VA Architecture; C-07-042A-09-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-466-00-122-022-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 592311 has $158,364.30 available as of 8/21/08.

FISCAL YEAR: **ACCT. #:** 8-1302-206-00-000-001-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: backup

Link: Payment No. 10

Link: Certificate of Substantial completion

Link: Payment No. 11

Link: Retainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:20 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 01:24 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 03:46 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 10:59 AM	APRV
5	Dale Kennan	Monica Badillo	08/22/2008 11:23 AM	APRV
6	Erika Reyna	Erika Reyna	08/22/2008 02:54 PM	APRV
7	Linda Fong		08/22/2008 05:41 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/20/2008 04:30 PM

Final Approval Date: 08/22/2008

V·A Architecture

A.

Review and Approval by Hidalgo County Precinct No. 2 of Contractor's Application and Certificate for Payment

Project:	County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo
Contract Number:	C-07042A-09-25
Purchase Order #:	592311
Application and Certificate for Payment	#10 (Ten)
Submitted by:	Rio Valley Construction, Inc.
For Period to:	7/25/08
In the amount of:	$137,753.80

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

Date:

592311
8-1302-466-00-122-022-0-720
REQ. #118860

INVOICE RECEIVED BY:
ON 8/11/08
GOODS/SERVICES RECEIVED BY:
ON 7/25/08

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	County of Hidalgo 100 E. Cano 2nd Floor Edinburg, Tx 78539	**PROJECT:**	County of Hidalgo Pct 2 Multi-Purpose Facility 1429 S. Tower Road Alamo, Tx 78516	**APPLICATION NO:** 10 **PERIOD TO:** 07/25/2008	**Distribution to:** OWNER: ☒ ARCHITECT: ☒
FROM CONTRACTOR:	Rio Valley Construction, Inc. 4124 N. Taylor Road McAllen, Tx 78504	**VIA ARCHITECT:**	Reynaldo Vargas, Architec, Inc. dba V.A. Architecture, Professional Corp. 2029 Industrial Drive McAllen, Tx 78504	**CONTRACT FOR:** General Construction **CONTRACT DATE:** 09/11/2007 **PROJECT NOS:** C-07042A / 09 / 25 PO # 592311	CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,468,000.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,468,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,454,639.70
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 72,731.99	
b. 5 % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 72,731.99
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,381,907.71
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,244,153.91
8. CURRENT PAYMENT DUE		$ 137,753.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 86,092.29

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rio Valley Construction, Inc.

By: _____ Date: 07.25.08

State of: Texas Myrtle Ernestine Jones

County of: Hidalgo

Subscribed and sworn to before me this 25 day of July, 2008

Notary Public: Sandra Settle

My Commission expires: 01/05/2011

SANDRA SETTLE
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-05-2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 137,753.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 8-8-08

This Certificate is non-negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1978 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:04 on 08/07/2008 under Order No.1000326643_1 which expires on 10/17/2008, and is not for resale.
User Notes:

(2005085146)

Aug 22 2008 11:02AM VA Architecture 9566867916 p.3

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

I D

APPLICATION NO: 7/25/2008
APPLICATION DATE: 7/25/2008
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1.01 000	Mobilization	37,000.00	37,000.00			37,000.00	100.00		1,850.00
1.02 000	Betterment Allowance	10,000.00	10,000.00			10,000.00	100.00		500.00
1.03 000	Landscape Allowance	5,000.00						5,000.00	
1.04 000	Structural Steel Allowance	2,000.00	2,000.00			2,000.00	100.00		100.00
1.05 000	HVAC Allowance	2,000.00	839.70			839.70	41.99	1,160.30	41.99
1.06 000	Plumbing Allowance	2,000.00						2,000.00	
1.07 000	Electrical Allowance	2,000.00	1,000.00			1,000.00	50.00	1,000.00	50.00
1.08 000	Dirtwork	48,300.00	48,300.00			48,300.00	100.00		2,415.00
1.09 000	Concrete Foundation	87,800.00	87,800.00			87,800.00	100.00		4,390.00
1.10 000	Concrete Columns	14,400.00	14,400.00			14,400.00	100.00		720.00
1.11 000	Concrete Walks	12,700.00		12,700.00		12,700.00	100.00		635.00
1.12 000	Masonry	209,600.00	209,600.00			209,600.00	100.00		10,480.00
1.13 000	Structural Steel	132,800.00	132,800.00			132,800.00	100.00		6,640.00
1.14 000	Millwork	26,400.00	26,136.00	264.00		26,400.00	100.00		1,320.00
1.15 000	Roofing	153,800.00	153,800.00			153,800.00	100.00		7,690.00
1.16 000	Flashing & Damproofing	10,800.00	10,800.00			10,800.00	100.00		540.00
1.17 000	Cavity Insulation	5,400.00	5,400.00			5,400.00	100.00		270.00
1.18 000	Waterproofing	2,400.00	2,400.00			2,400.00	100.00		120.00
1.19 000	HM Doors & Frames	17,300.00	17,300.00			17,300.00	100.00		865.00
1.20 000	Wood Doors	13,700.00	13,700.00			13,700.00	100.00		685.00
1.21 000	Finish Hardware	22,900.00	19,465.00	3,435.00		22,900.00	100.00		1,145.00
1.22 000	Glass & Glazing	27,400.00	23,290.00	4,110.00		27,400.00	100.00		1,370.00
1.23 000	Plaster	23,100.00	23,100.00			23,100.00	100.00		1,155.00
1.24 000	Drywall & Metal Studs	41,200.00	41,200.00			41,200.00	100.00		2,060.00
1.25 000	Acoustical Ceilings	28,900.00	21,675.00	7,225.00		28,900.00	100.00		1,445.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal

AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

10

APPLICATION NO: 7/25/2008
APPLICATION DATE: 7/25/2008
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
.26 000	Ceramic Tile	20,800.00	20,800.00			20,800.00	100.00		1,040.00
.27 000	Resilient Flooring	28,800.00		28,800.00		28,800.00	100.00		1,440.00
.28 000	Painting	39,500.00	25,675.00	13,825.00		39,500.00	100.00		1,975.00
.29 000	Visual Display Boards	4,000.00		4,000.00		4,000.00	100.00		200.00
.30 000	Toilet Partitions	11,900.00		11,900.00		11,900.00	100.00		595.00
.31 000	Flagpole	1,700.00		1,700.00		1,700.00	100.00		85.00
.32 000	Signage	4,200.00						4,200.00	
.33 000	Fire Extenguishers	1,600.00	1,520.00	80.00		1,600.00	100.00		80.00
.34 000	Folding Partition	9,600.00		9,600.00		9,600.00	100.00		480.00
.35 000	Toilet Accessories	5,800.00		5,800.00		5,800.00	100.00		290.00
.36 000	Projection Screens	6,000.00		6,000.00		6,000.00	100.00		300.00
.37 000	Plumbing	89,600.00	80,640.00	8,960.00		89,600.00	100.00		4,480.00
.38 000	Fire Sprinkler System	28,500.00	28,500.00			28,500.00	100.00		1,425.00
.39 000	H.V.A.C.	106,200.00	92,394.00	13,806.00		106,200.00	100.00		5,310.00
.40 000	Electrical	170,900.00	147,101.00	23,799.00		170,900.00	100.00		8,545.00
	Totals	1,468,000.00	1,298,635.70	156,004.00		1,454,639.70	99.09	13,360.30	72,731.99

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal

Aug 22 2008 11:03AM VA Architecture 9566867916 p.5

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE:	August 22, 2008	**TIME:**	11:06 am
TO:	Rocío Villarreal	**FAX #:**	318-2629
		FROM:	Sonia
FIRM:	Hidalgo County Purchasing Dept.	**V·A JOB #:**	07-1004
PROJECT:	County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program		

REMARKS:

Attached is Application for Payment #10

TOTAL # OF PAGES (INCLUDING THIS COVER SHEET): 5

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: Sonia

Cc:

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
Multi-Purpose Facility for Hidalgo County Precinct No. 2,
South Tower Road, Alamo, Texas

PROJECT NUMBER: 07-1004/
CONTRACT FOR: General Construction
CONTRACT DATE: September 11, 2007

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):
Hidalgo County
100 E. Cano, Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address):
Rio Valley Construction, Inc., 4124 North Taylor Rd., McAllen, Texas 78504

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

ENTIRE PROJECT

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

Reynaldo Vargas, Architect, Inc. dba V·A Architecture		August 26, 2008
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Rio Valley Construction, Inc.		8/20/08
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

Hidalgo County		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

All responsibilities shall cease for the contractor and commence for the owner on August 26, 2008 @ 5:00 pm.

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:05:10 on 08/18/2008 under Order No.1000367443_1 which expires on 8/12/2009, and is not for resale.
User Notes: (862100685)

County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul, Project Manager

Date(s): 8/19/08

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

    a. HVAC systems flow balancing charts, records and test reports.

    b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

    c. Complete electrical system test charts and reports.

        1. Power circuits

All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems

2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting

3. Appliance and Equipment Circuits
Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems
c. Electrical Systems
1. Power
2. Lighting
3. Fire Alarm
4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.
a. General Contractor's 1 year Warranty
b. Termite Protection 5 year Guarantee
c. Roofing Contractor's 10 year Guarantee
d. Door Manufacturer's Guarantee(s)
e. Hardware Manufacturer's Guarantee(s

f. Plumbing Contractor's Guarantee(s)

1. General Guarantee
2. Water Heater Guarantee(s)
3. Fixtures and trim Guarantee(s)
4. Special Equipment Guarantee(s)

g. HVAC Contractor's Guarantee(s)
1. General Guarantee

h. Electrical Contractor's Guarantee(s)
1. General Guarantee
2. Panel and Equipment Guarantees
3. Lighting Fixtures and Equipment Guarantee(s)
4. Special Equipment Guarantee(s)

i. Hollow Metal Guarantee(s)
j. Toilet Partitions Guarantee
k. Specialties guarantee(s)
l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

END OF SECTION 01700

General Notes:

1. Correct all vinyl base corners coming unglued
2. MEP Punchlist is pending receipt of Test and Balance Reports from Contractor.
3. Install all room signage & building letters.
4. Caulk all millwork backsplashes.
5. Remove scuff marks from VCT.

Exterior:

6. Remove all miscellaneous debris from around building.
7. Insulate domestic water entrance to building.
8. Wash efflorescence from CMU veneer.
9. Remove dirt from planting beds inside sidewalk to below the brick ledge.

Lobby 101:

10. Install missing light bulb.
11. Install missing piece of reveal above entry to Sheriff's department.

Lobby Restroom 104:

12. Caulk edge of wall at ceiling above door.

Lobby Restroom 128:

13. Caulk edge of wall at ceiling above door.

Receptionist 102:

14. Set screws at Fire Alarm Control Panel.

Office 103:

15. Clean debris from open junction boxes.

Restroom 107:

16. Caulk edge of wall at ceiling above mirror.

Office 108:

17. Remove debris from junction box.

Office 109:

18. Cut gypsum board properly at junction box.
19. Remove excess caulking from window sill.

A/C 111:

20. Seal penetration in platform at condensate line.

Hallway 112:

21. Clean A/C diffusers on east wall.

Classroom 113 North:

22. Wire projection screen properly and set limit switch.
23. Install light bulb at exhaust hood.
24. Correct source of water leak adjacent to vent hood.
25. Verify water valves at sink are open. Water flow is slow.
26. Remove debris from light fixtures.

Classroom 113 South:
27. Set limit switch on projection screen, so that screen stops just above the chalk tray.
28. Correct source of water at stained ceiling tile, center of room.
29. Replace cracked light fixture lens.
30. Replace VCT at southeast corner of room.

Corridor 114:
31. Clean A/C diffusers on west wall.

Office 120:
32. Re-install thermostat properly.

Women's Restroom 121:
33. Caulk edge of wall at ceiling.

Men's Restroom 123:
34. Caulk edge of wall at ceiling.

Storage 125:
35. Seal all penetrations in sheet rock ceiling.
36. Install coverplate on electrical outlet.
37. Provide infrared control for A/C.

Corridor 127:
38. Clean A/C diffusers on north wall.

Pipe Chase 129
39. Seal penetrations at ceiling.

A/C 130:
40. Correct water leak at condensate drain.

Storage 131:
41. Caulk edge of south wall at ceiling.

Workroom 132:
42. Remove debris from light fixture.

Interview 133:
43. Repair damaged return air grille.

Lobby 138:
44. Replace damaged ceiling tile.

Reception 139:
45. Install millwork.

Nutrition Education 141:
46. Correct light fixture that is not working.
47. Install cabinet door and locks.

Screening 142:
48. Remove scuff mark from floor.

Office 144:

49. Complete modifications and reinstallation of millwork.
50. Install locks on cabinet doors and drawers.
51. Caulk gap at Fire Alarm device on west wall.

Janitor 145:

52. Properly anchor faucet at mop sink.

Restroom 147:

53. Caulk wall at ceiling above mirror.

Lactation 148:

54. Install locks at cabinet.

Hallway 150:

55. Remove debris from light fixtures.

Workroom 151:

56. Install locks on cabinets.

Lab 152:

57. Correct leak at gooseneck faucet.
58. Install locks at cabinets.

Office 153:

59. Replace scratched ceiling tile.

Storage 153B:

60. Clean A/C diffusers.

Men's restroom 115:

61. Caulk wall at ceiling above partitions.

Women's Restroom 117:

62. Caulk wall at ceiling above partitions.

Mechanical/Electrical 118:

63. Provide labels in all electrical panels.
64. Seal all penetrations in ceilings and walls.
65. Verify that the floor drain is unobstructed.

Sprinkler Riser 119:

66. Complete installation of Fire Department Connection and necessary testing in the presence of the County Fire Marshal.

County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul, Project Manager

Date(s): 8/19/08

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

    a. HVAC systems flow balancing charts, records and test reports.

    b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

    c. Complete electrical system test charts and reports.

        1. Power circuits

All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems

2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting

3. Appliance and Equipment Circuits
Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems
c. Electrical Systems
1. Power
2. Lighting
3. Fire Alarm
4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.
a. General Contractor's 1 year Warranty
b. Termite Protection 5 year Guarantee
c. Roofing Contractor's 10 year Guarantee
d. Door Manufacturer's Guarantee(s)
e. Hardware Manufacturer's Guarantee(s

f. Plumbing Contractor's Guarantee(s)

1. General Guarantee
2. Water Heater Guarantee(s)
3. Fixtures and trim Guarantee(s)
4. Special Equipment Guarantee(s)

g. HVAC Contractor's Guarantee(s)
1. General Guarantee

h. Electrical Contractor's Guarantee(s)
1. General Guarantee
2. Panel and Equipment Guarantees
3. Lighting Fixtures and Equipment Guarantee(s)
4. Special Equipment Guarantee(s)

i. Hollow Metal Guarantee(s)
j. Toilet Partitions Guarantee
k. Specialties guarantee(s)
l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

END OF SECTION 01700

General Notes:

1. Correct all vinyl base corners coming unglued
2. MEP Punchlist is pending receipt of Test and Balance Reports from Contractor.
3. Install all room signage & building letters.
4. Caulk all millwork backsplashes.
5. Remove scuff marks from VCT.

Exterior:

6. Remove all miscellaneous debris from around building.
7. Insulate domestic water entrance to building.
8. Wash efflorescence from CMU veneer.
9. Remove dirt from planting beds inside sidewalk to below the brick ledge.

Lobby 101:

10. Install missing light bulb.
11. Install missing piece of reveal above entry to Sheriff's department.

Lobby Restroom 104:

12. Caulk edge of wall at ceiling above door.

Lobby Restroom 128:

13. Caulk edge of wall at ceiling above door.

Receptionist 102:

14. Set screws at Fire Alarm Control Panel.

Office 103:

15. Clean debris from open junction boxes.

Restroom 107:

16. Caulk edge of wall at ceiling above mirror.

Office 108:

17. Remove debris from junction box.

Office 109:

18. Cut gypsum board properly at junction box.
19. Remove excess caulking from window sill.

A/C 111:

20. Seal penetration in platform at condensate line.

Hallway 112:

21. Clean A/C diffusers on east wall.

Classroom 113 North:

22. Wire projection screen properly and set limit switch.
23. Install light bulb at exhaust hood.
24. Correct source of water leak adjacent to vent hood.
25. Verify water valves at sink are open. Water flow is slow.
26. Remove debris from light fixtures.

Classroom 113 South:
27. Set limit switch on projection screen, so that screen stops just above the chalk tray.
28. Correct source of water at stained ceiling tile, center of room.
29. Replace cracked light fixture lens.
30. Replace VCT at southeast corner of room.

Corridor 114:
31. Clean A/C diffusers on west wall.

Office 120:
32. Re-install thermostat properly.

Women's Restroom 121:
33. Caulk edge of wall at ceiling.

Men's Restroom 123:
34. Caulk edge of wall at ceiling.

Storage 125:
35. Seal all penetrations in sheet rock ceiling.
36. Install coverplate on electrical outlet.
37. Provide infrared control for A/C.

Corridor 127:
38. Clean A/C diffusers on north wall.

Pipe Chase 129
39. Seal penetrations at ceiling.

A/C 130:
40. Correct water leak at condensate drain.

Storage 131:
41. Caulk edge of south wall at ceiling.

Workroom 132:
42. Remove debris from light fixture.

Interview 133:
43. Repair damaged return air grille.

Lobby 138:
44. Replace damaged ceiling tile.

Reception 139:
45. Install millwork.

Nutrition Education 141:
46. Correct light fixture that is not working.
47. Install cabinet door and locks.

Screening 142:
48. Remove scuff mark from floor.

Office 144:

49. Complete modifications and reinstallation of millwork.
50. Install locks on cabinet doors and drawers.
51. Caulk gap at Fire Alarm device on west wall.

Janitor 145:

52. Properly anchor faucet at mop sink.

Restroom 147:

53. Caulk wall at ceiling above mirror.

Lactation 148:

54. Install locks at cabinet.

Hallway 150:

55. Remove debris from light fixtures.

Workroom 151:

56. Install locks on cabinets.

Lab 152:

57. Correct leak at gooseneck faucet.
58. Install locks at cabinets.

Office 153:

59. Replace scratched ceiling tile.

Storage 153B:

60. Clean A/C diffusers.

Men's restroom 115:

61. Caulk wall at ceiling above partitions.

Women's Restroom 117:

62. Caulk wall at ceiling above partitions.

Mechanical/Electrical 118:

63. Provide labels in all electrical panels.
64. Seal all penetrations in ceilings and walls.
65. Verify that the floor drain is unobstructed.

Sprinkler Riser 119:

66. Complete installation of Fire Department Connection and necessary testing in the presence of the County Fire Marshal.

County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul, Project Manager

Date(s): 8/19/08

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

    a. HVAC systems flow balancing charts, records and test reports.

    b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

    c. Complete electrical system test charts and reports.

        1. Power circuits

All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems

2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting

3. Appliance and Equipment Circuits
Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems
c. Electrical Systems
1. Power
2. Lighting
3. Fire Alarm
4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.
a. General Contractor's 1 year Warranty
b. Termite Protection 5 year Guarantee
c. Roofing Contractor's 10 year Guarantee
d. Door Manufacturer's Guarantee(s)
e. Hardware Manufacturer's Guarantee(s

f. Plumbing Contractor's Guarantee(s)

1. General Guarantee
2. Water Heater Guarantee(s)
3. Fixtures and trim Guarantee(s)
4. Special Equipment Guarantee(s)

g. HVAC Contractor's Guarantee(s)
1. General Guarantee

h. Electrical Contractor's Guarantee(s)
1. General Guarantee
2. Panel and Equipment Guarantees
3. Lighting Fixtures and Equipment Guarantee(s)
4. Special Equipment Guarantee(s)

i. Hollow Metal Guarantee(s)
j. Toilet Partitions Guarantee
k. Specialties guarantee(s)
l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

END OF SECTION 01700

General Notes:

1. Correct all vinyl base corners coming unglued
2. MEP Punchlist is pending receipt of Test and Balance Reports from Contractor.
3. Install all room signage & building letters.
4. Caulk all millwork backsplashes.
5. Remove scuff marks from VCT.

Exterior:

6. Remove all miscellaneous debris from around building.
7. Insulate domestic water entrance to building.
8. Wash efflorescence from CMU veneer.
9. Remove dirt from planting beds inside sidewalk to below the brick ledge.

Lobby 101:

10. Install missing light bulb.
11. Install missing piece of reveal above entry to Sheriff's department.

Lobby Restroom 104:

12. Caulk edge of wall at ceiling above door.

Lobby Restroom 128:

13. Caulk edge of wall at ceiling above door.

Receptionist 102:

14. Set screws at Fire Alarm Control Panel.

Office 103:

15. Clean debris from open junction boxes.

Restroom 107:

16. Caulk edge of wall at ceiling above mirror.

Office 108:

17. Remove debris from junction box.

Office 109:

18. Cut gypsum board properly at junction box.
19. Remove excess caulking from window sill.

A/C 111:

20. Seal penetration in platform at condensate line.

Hallway 112:

21. Clean A/C diffusers on east wall.

Classroom 113 North:

22. Wire projection screen properly and set limit switch.
23. Install light bulb at exhaust hood.
24. Correct source of water leak adjacent to vent hood.
25. Verify water valves at sink are open. Water flow is slow.
26. Remove debris from light fixtures.

Classroom 113 South:
27. Set limit switch on projection screen, so that screen stops just above the chalk tray.
28. Correct source of water at stained ceiling tile, center of room.
29. Replace cracked light fixture lens.
30. Replace VCT at southeast corner of room.

Corridor 114:
31. Clean A/C diffusers on west wall.

Office 120:
32. Re-install thermostat properly.

Women's Restroom 121:
33. Caulk edge of wall at ceiling.

Men's Restroom 123:
34. Caulk edge of wall at ceiling.

Storage 125:
35. Seal all penetrations in sheet rock ceiling.
36. Install coverplate on electrical outlet.
37. Provide infrared control for A/C.

Corridor 127:
38. Clean A/C diffusers on north wall.

Pipe Chase 129
39. Seal penetrations at ceiling.

A/C 130:
40. Correct water leak at condensate drain.

Storage 131:
41. Caulk edge of south wall at ceiling.

Workroom 132:
42. Remove debris from light fixture.

Interview 133:
43. Repair damaged return air grille.

Lobby 138:
44. Replace damaged ceiling tile.

Reception 139:
45. Install millwork.

Nutrition Education 141:
46. Correct light fixture that is not working.
47. Install cabinet door and locks.

Screening 142:
48. Remove scuff mark from floor.

Office 144:

49. Complete modifications and reinstallation of millwork.
50. Install locks on cabinet doors and drawers.
51. Caulk gap at Fire Alarm device on west wall.

Janitor 145:

52. Properly anchor faucet at mop sink.

Restroom 147:

53. Caulk wall at ceiling above mirror.

Lactation 148:

54. Install locks at cabinet.

Hallway 150:

55. Remove debris from light fixtures.

Workroom 151:

56. Install locks on cabinets.

Lab 152:

57. Correct leak at gooseneck faucet.
58. Install locks at cabinets.

Office 153:

59. Replace scratched ceiling tile.

Storage 153B:

60. Clean A/C diffusers.

Men's restroom 115:

61. Caulk wall at ceiling above partitions.

Women's Restroom 117:

62. Caulk wall at ceiling above partitions.

Mechanical/Electrical 118:

63. Provide labels in all electrical panels.
64. Seal all penetrations in ceilings and walls.
65. Verify that the floor drain is unobstructed.

Sprinkler Riser 119:

66. Complete installation of Fire Department Connection and necessary testing in the presence of the County Fire Marshal.

County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul, Project Manager

Date(s): 8/19/08

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

    a. HVAC systems flow balancing charts, records and test reports.

    b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

    c. Complete electrical system test charts and reports.

        1. Power circuits

All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems

2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting

3. Appliance and Equipment Circuits
Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems
c. Electrical Systems
1. Power
2. Lighting
3. Fire Alarm
4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.
a. General Contractor's 1 year Warranty
b. Termite Protection 5 year Guarantee
c. Roofing Contractor's 10 year Guarantee
d. Door Manufacturer's Guarantee(s)
e. Hardware Manufacturer's Guarantee(s

f. Plumbing Contractor's Guarantee(s)

1. General Guarantee
2. Water Heater Guarantee(s)
3. Fixtures and trim Guarantee(s)
4. Special Equipment Guarantee(s)

g. HVAC Contractor's Guarantee(s)
1. General Guarantee

h. Electrical Contractor's Guarantee(s)
1. General Guarantee
2. Panel and Equipment Guarantees
3. Lighting Fixtures and Equipment Guarantee(s)
4. Special Equipment Guarantee(s)

i. Hollow Metal Guarantee(s)
j. Toilet Partitions Guarantee
k. Specialties guarantee(s)
l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

END OF SECTION 01700

General Notes:

1. Correct all vinyl base corners coming unglued
2. MEP Punchlist is pending receipt of Test and Balance Reports from Contractor.
3. Install all room signage & building letters.
4. Caulk all millwork backsplashes.
5. Remove scuff marks from VCT.

Exterior:

6. Remove all miscellaneous debris from around building.
7. Insulate domestic water entrance to building.
8. Wash efflorescence from CMU veneer.
9. Remove dirt from planting beds inside sidewalk to below the brick ledge.

Lobby 101:

10. Install missing light bulb.
11. Install missing piece of reveal above entry to Sheriff's department.

Lobby Restroom 104:

12. Caulk edge of wall at ceiling above door.

Lobby Restroom 128:

13. Caulk edge of wall at ceiling above door.

Receptionist 102:

14. Set screws at Fire Alarm Control Panel.

Office 103:

15. Clean debris from open junction boxes.

Restroom 107:

16. Caulk edge of wall at ceiling above mirror.

Office 108:

17. Remove debris from junction box.

Office 109:

18. Cut gypsum board properly at junction box.
19. Remove excess caulking from window sill.

A/C 111:

20. Seal penetration in platform at condensate line.

Hallway 112:

21. Clean A/C diffusers on east wall.

Classroom 113 North:

22. Wire projection screen properly and set limit switch.
23. Install light bulb at exhaust hood.
24. Correct source of water leak adjacent to vent hood.
25. Verify water valves at sink are open. Water flow is slow.
26. Remove debris from light fixtures.

Classroom 113 South:
27. Set limit switch on projection screen, so that screen stops just above the chalk tray.
28. Correct source of water at stained ceiling tile, center of room.
29. Replace cracked light fixture lens.
30. Replace VCT at southeast corner of room.

Corridor 114:
31. Clean A/C diffusers on west wall.

Office 120:
32. Re-install thermostat properly.

Women's Restroom 121:
33. Caulk edge of wall at ceiling.

Men's Restroom 123:
34. Caulk edge of wall at ceiling.

Storage 125:
35. Seal all penetrations in sheet rock ceiling.
36. Install coverplate on electrical outlet.
37. Provide infrared control for A/C.

Corridor 127:
38. Clean A/C diffusers on north wall.

Pipe Chase 129
39. Seal penetrations at ceiling.

A/C 130:
40. Correct water leak at condensate drain.

Storage 131:
41. Caulk edge of south wall at ceiling.

Workroom 132:
42. Remove debris from light fixture.

Interview 133:
43. Repair damaged return air grille.

Lobby 138:
44. Replace damaged ceiling tile.

Reception 139:
45. Install millwork.

Nutrition Education 141:
46. Correct light fixture that is not working.
47. Install cabinet door and locks.

Screening 142:
48. Remove scuff mark from floor.

Office 144:

49. Complete modifications and reinstallation of millwork.
50. Install locks on cabinet doors and drawers.
51. Caulk gap at Fire Alarm device on west wall.

Janitor 145:

52. Properly anchor faucet at mop sink.

Restroom 147:

53. Caulk wall at ceiling above mirror.

Lactation 148:

54. Install locks at cabinet.

Hallway 150:

55. Remove debris from light fixtures.

Workroom 151:

56. Install locks on cabinets.

Lab 152:

57. Correct leak at gooseneck faucet.
58. Install locks at cabinets.

Office 153:

59. Replace scratched ceiling tile.

Storage 153B:

60. Clean A/C diffusers.

Men's restroom 115:

61. Caulk wall at ceiling above partitions.

Women's Restroom 117:

62. Caulk wall at ceiling above partitions.

Mechanical/Electrical 118:

63. Provide labels in all electrical panels.
64. Seal all penetrations in ceilings and walls.
65. Verify that the floor drain is unobstructed.

Sprinkler Riser 119:

66. Complete installation of Fire Department Connection and necessary testing in the presence of the County Fire Marshal.

County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul, Project Manager

Date(s): 8/19/08

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

    a. HVAC systems flow balancing charts, records and test reports.

    b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

    c. Complete electrical system test charts and reports.

        1. Power circuits

All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems

2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting

3. Appliance and Equipment Circuits
Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems
c. Electrical Systems
1. Power
2. Lighting
3. Fire Alarm
4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.
a. General Contractor's 1 year Warranty
b. Termite Protection 5 year Guarantee
c. Roofing Contractor's 10 year Guarantee
d. Door Manufacturer's Guarantee(s)
e. Hardware Manufacturer's Guarantee(s

f. Plumbing Contractor's Guarantee(s)

1. General Guarantee
2. Water Heater Guarantee(s)
3. Fixtures and trim Guarantee(s)
4. Special Equipment Guarantee(s)

g. HVAC Contractor's Guarantee(s)
1. General Guarantee

h. Electrical Contractor's Guarantee(s)
1. General Guarantee
2. Panel and Equipment Guarantees
3. Lighting Fixtures and Equipment Guarantee(s)
4. Special Equipment Guarantee(s)

i. Hollow Metal Guarantee(s)
j. Toilet Partitions Guarantee
k. Specialties guarantee(s)
l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

END OF SECTION 01700

General Notes:

1. Correct all vinyl base corners coming unglued
2. MEP Punchlist is pending receipt of Test and Balance Reports from Contractor.
3. Install all room signage & building letters.
4. Caulk all millwork backsplashes.
5. Remove scuff marks from VCT.

Exterior:

6. Remove all miscellaneous debris from around building.
7. Insulate domestic water entrance to building.
8. Wash efflorescence from CMU veneer.
9. Remove dirt from planting beds inside sidewalk to below the brick ledge.

Lobby 101:

10. Install missing light bulb.
11. Install missing piece of reveal above entry to Sheriff's department.

Lobby Restroom 104:

12. Caulk edge of wall at ceiling above door.

Lobby Restroom 128:

13. Caulk edge of wall at ceiling above door.

Receptionist 102:

14. Set screws at Fire Alarm Control Panel.

Office 103:

15. Clean debris from open junction boxes.

Restroom 107:

16. Caulk edge of wall at ceiling above mirror.

Office 108:

17. Remove debris from junction box.

Office 109:

18. Cut gypsum board properly at junction box.
19. Remove excess caulking from window sill.

A/C 111:

20. Seal penetration in platform at condensate line.

Hallway 112:

21. Clean A/C diffusers on east wall.

Classroom 113 North:

22. Wire projection screen properly and set limit switch.
23. Install light bulb at exhaust hood.
24. Correct source of water leak adjacent to vent hood.
25. Verify water valves at sink are open. Water flow is slow.
26. Remove debris from light fixtures.

Classroom 113 South:
27. Set limit switch on projection screen, so that screen stops just above the chalk tray.
28. Correct source of water at stained ceiling tile, center of room.
29. Replace cracked light fixture lens.
30. Replace VCT at southeast corner of room.

Corridor 114:
31. Clean A/C diffusers on west wall.

Office 120:
32. Re-install thermostat properly.

Women's Restroom 121:
33. Caulk edge of wall at ceiling.

Men's Restroom 123:
34. Caulk edge of wall at ceiling.

Storage 125:
35. Seal all penetrations in sheet rock ceiling.
36. Install coverplate on electrical outlet.
37. Provide infrared control for A/C.

Corridor 127:
38. Clean A/C diffusers on north wall.

Pipe Chase 129
39. Seal penetrations at ceiling.

A/C 130:
40. Correct water leak at condensate drain.

Storage 131:
41. Caulk edge of south wall at ceiling.

Workroom 132:
42. Remove debris from light fixture.

Interview 133:
43. Repair damaged return air grille.

Lobby 138:
44. Replace damaged ceiling tile.

Reception 139:
45. Install millwork.

Nutrition Education 141:
46. Correct light fixture that is not working.
47. Install cabinet door and locks.

Screening 142:
48. Remove scuff mark from floor.

Office 144:

49. Complete modifications and reinstallation of millwork.
50. Install locks on cabinet doors and drawers.
51. Caulk gap at Fire Alarm device on west wall.

Janitor 145:

52. Properly anchor faucet at mop sink.

Restroom 147:

53. Caulk wall at ceiling above mirror.

Lactation 148:

54. Install locks at cabinet.

Hallway 150:

55. Remove debris from light fixtures.

Workroom 151:

56. Install locks on cabinets.

Lab 152:

57. Correct leak at gooseneck faucet.
58. Install locks at cabinets.

Office 153:

59. Replace scratched ceiling tile.

Storage 153B:

60. Clean A/C diffusers.

Men's restroom 115:

61. Caulk wall at ceiling above partitions.

Women's Restroom 117:

62. Caulk wall at ceiling above partitions.

Mechanical/Electrical 118:

63. Provide labels in all electrical panels.
64. Seal all penetrations in ceilings and walls.
65. Verify that the floor drain is unobstructed.

Sprinkler Riser 119:

66. Complete installation of Fire Department Connection and necessary testing in the presence of the County Fire Marshal.

County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul, Project Manager

Date(s): 8/19/08

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

    a. HVAC systems flow balancing charts, records and test reports.

    b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

    c. Complete electrical system test charts and reports.

        1. Power circuits

All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems

2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting

3. Appliance and Equipment Circuits
Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems
c. Electrical Systems
1. Power
2. Lighting
3. Fire Alarm
4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.
a. General Contractor's 1 year Warranty
b. Termite Protection 5 year Guarantee
c. Roofing Contractor's 10 year Guarantee
d. Door Manufacturer's Guarantee(s)
e. Hardware Manufacturer's Guarantee(s

f. Plumbing Contractor's Guarantee(s)

1. General Guarantee
2. Water Heater Guarantee(s)
3. Fixtures and trim Guarantee(s)
4. Special Equipment Guarantee(s)

g. HVAC Contractor's Guarantee(s)
1. General Guarantee

h. Electrical Contractor's Guarantee(s)
1. General Guarantee
2. Panel and Equipment Guarantees
3. Lighting Fixtures and Equipment Guarantee(s)
4. Special Equipment Guarantee(s)

i. Hollow Metal Guarantee(s)
j. Toilet Partitions Guarantee
k. Specialties guarantee(s)
l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

END OF SECTION 01700

General Notes:

1. Correct all vinyl base corners coming unglued
2. MEP Punchlist is pending receipt of Test and Balance Reports from Contractor.
3. Install all room signage & building letters.
4. Caulk all millwork backsplashes.
5. Remove scuff marks from VCT.

Exterior:

6. Remove all miscellaneous debris from around building.
7. Insulate domestic water entrance to building.
8. Wash efflorescence from CMU veneer.
9. Remove dirt from planting beds inside sidewalk to below the brick ledge.

Lobby 101:

10. Install missing light bulb.
11. Install missing piece of reveal above entry to Sheriff's department.

Lobby Restroom 104:

12. Caulk edge of wall at ceiling above door.

Lobby Restroom 128:

13. Caulk edge of wall at ceiling above door.

Receptionist 102:

14. Set screws at Fire Alarm Control Panel.

Office 103:

15. Clean debris from open junction boxes.

Restroom 107:

16. Caulk edge of wall at ceiling above mirror.

Office 108:

17. Remove debris from junction box.

Office 109:

18. Cut gypsum board properly at junction box.
19. Remove excess caulking from window sill.

A/C 111:

20. Seal penetration in platform at condensate line.

Hallway 112:

21. Clean A/C diffusers on east wall.

Classroom 113 North:

22. Wire projection screen properly and set limit switch.
23. Install light bulb at exhaust hood.
24. Correct source of water leak adjacent to vent hood.
25. Verify water valves at sink are open. Water flow is slow.
26. Remove debris from light fixtures.

Classroom 113 South:
27. Set limit switch on projection screen, so that screen stops just above the chalk tray.
28. Correct source of water at stained ceiling tile, center of room.
29. Replace cracked light fixture lens.
30. Replace VCT at southeast corner of room.

Corridor 114:
31. Clean A/C diffusers on west wall.

Office 120:
32. Re-install thermostat properly.

Women's Restroom 121:
33. Caulk edge of wall at ceiling.

Men's Restroom 123:
34. Caulk edge of wall at ceiling.

Storage 125:
35. Seal all penetrations in sheet rock ceiling.
36. Install coverplate on electrical outlet.
37. Provide infrared control for A/C.

Corridor 127:
38. Clean A/C diffusers on north wall.

Pipe Chase 129
39. Seal penetrations at ceiling.

A/C 130:
40. Correct water leak at condensate drain.

Storage 131:
41. Caulk edge of south wall at ceiling.

Workroom 132:
42. Remove debris from light fixture.

Interview 133:
43. Repair damaged return air grille.

Lobby 138:
44. Replace damaged ceiling tile.

Reception 139:
45. Install millwork.

Nutrition Education 141:
46. Correct light fixture that is not working.
47. Install cabinet door and locks.

Screening 142:
48. Remove scuff mark from floor.

Office 144:

49. Complete modifications and reinstallation of millwork.
50. Install locks on cabinet doors and drawers.
51. Caulk gap at Fire Alarm device on west wall.

Janitor 145:

52. Properly anchor faucet at mop sink.

Restroom 147:

53. Caulk wall at ceiling above mirror.

Lactation 148:

54. Install locks at cabinet.

Hallway 150:

55. Remove debris from light fixtures.

Workroom 151:

56. Install locks on cabinets.

Lab 152:

57. Correct leak at gooseneck faucet.
58. Install locks at cabinets.

Office 153:

59. Replace scratched ceiling tile.

Storage 153B:

60. Clean A/C diffusers.

Men's restroom 115:

61. Caulk wall at ceiling above partitions.

Women's Restroom 117:

62. Caulk wall at ceiling above partitions.

Mechanical/Electrical 118:

63. Provide labels in all electrical panels.
64. Seal all penetrations in ceilings and walls.
65. Verify that the floor drain is unobstructed.

Sprinkler Riser 119:

66. Complete installation of Fire Department Connection and necessary testing in the presence of the County Fire Marshal.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	County of Hidalgo 100 E. Cano 2nd Floor Edinburg, Tx 78539	**PROJECT:**	County of Hidalgo Pct 2 Multi-Purpose Facility 1429 S. Tower Road Alamo, Tx 78516	**APPLICATION NO:** 11 **PERIOD TO:** 08/18/2008	**Distribution to:** OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	Rio Valley Construction, Inc. 4124 N. Taylor Road McAllen, Tx 78504	**VIA ARCHITECT:**	Reynaldo Vargas, Architec, Inc. dba V.A. Architecture, Professional Corp. 2029 Industrial Drive McAllen, Tx 78504	**CONTRACT FOR:** General Construction **CONTRACT DATE:** 09/11/2007 **PROJECT NOS:** C-07042A / 09 / 25 PO # 592311	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,468,000.00
2. Net change by Change Orders		$ -113.50
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,467,886.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,467,886.50
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 73,394.33	
b. 5 % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 73,394.33
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,394,492.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,381,907.71
8. CURRENT PAYMENT DUE		$ 12,584.46
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 73,394.33	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ -113.50
TOTALS	$ 0.00	$ -113.50
NET CHANGES by Change Order	$	-113.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rio Valley Construction, Inc.

By: _____ Date: 08.18.08

State of: Texas Myrtle Ernestine Jones

County of: Hidalgo

Subscribed and sworn to before me this 18 day of August, 2008

Notary Public: Sandra Settle

My Commission expires: 01/05/2011

SANDRA SETTLE
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-05-2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 12,584.46

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 8-20-08

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1978 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:32:21 on 08/18/2008 under Order No.1000326643_1 which expires on 10/17/2008, and is not for resale.
User Notes: (3325894057)

AIA® Document G703™ – 1992

Continuation Sheet

11

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8/18/2008
APPLICATION DATE: 8/18/2008
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
.01 000	Mobilization	37,000.00	37,000.00			37,000.00	100.00		1,850.00
.02 000	Betterment Allowance	10,000.00	10,000.00			10,000.00	100.00		500.00
.03 000	Landscape Allowance	5,000.00		5,000.00		5,000.00	100.00		250.00
.04 000	Structural Steel Allowance	2,000.00	2,000.00			2,000.00	100.00		100.00
.05 000	HVAC Allowance	2,000.00	839.70	1,160.30		2,000.00	100.00		100.01
.06 000	Plumbing Allowance	2,000.00		2,000.00		2,000.00	100.00		100.00
.07 000	Electrical Allowance	2,000.00	1,000.00	1,000.00		2,000.00	100.00		100.00
.08 000	Dirtwork	48,300.00	48,300.00			48,300.00	100.00		2,415.00
.09 000	Concrete Foundation	87,800.00	87,800.00			87,800.00	100.00		4,390.00
.10 000	Concrete Columns	14,400.00	14,400.00			14,400.00	100.00		720.00
.11 000	Concrete Walks	12,700.00	12,700.00			12,700.00	100.00		635.00
.12 000	Masonry	209,600.00	209,600.00			209,600.00	100.00		10,480.00
.13 000	Structural Steel	132,800.00	132,800.00			132,800.00	100.00		6,640.00
.14 000	Millwork	26,400.00	26,400.00			26,400.00	100.00		1,320.00
.15 000	Roofing	153,800.00	153,800.00			153,800.00	100.00		7,690.00
.16 000	Flashing & Damproofing	10,800.00	10,800.00			10,800.00	100.00		540.00
.17 000	Cavity Insulation	5,400.00	5,400.00			5,400.00	100.00		270.00
.18 000	Waterproofing	2,400.00	2,400.00			2,400.00	100.00		120.00
.19 000	HM Doors & Frames	17,300.00	17,300.00			17,300.00	100.00		865.00
.20 000	Wood Doors	13,700.00	13,700.00			13,700.00	100.00		685.00
.21 000	Finish Hardware	22,900.00	22,900.00			22,900.00	100.00		1,145.00
.22 000	Glass & Glazing	27,400.00	27,400.00			27,400.00	100.00		1,370.00
.23 000	Plaster	23,100.00	23,100.00			23,100.00	100.00		1,155.00
.24 000	Drywall & Metal Studs	41,200.00	41,200.00			41,200.00	100.00		2,060.00
.25 000	Acoustical Ceilings	28,900.00	28,900.00			28,900.00	100.00		1,445.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document G703™ – 1992

Continuation Sheet

11

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8/18/2008
APPLICATION DATE: 8/18/2008
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
.26.000	Ceramic Tile	20,800.00	20,800.00			20,800.00	100.00		1,040.00
.27.000	Resilient Flooring	28,800.00	28,800.00			28,800.00	100.00		1,440.00
.28.000	Painting	39,500.00	39,500.00			39,500.00	100.00		1,975.00
.29.000	Visual Display Boards	4,000.00	4,000.00			4,000.00	100.00		200.00
.30.000	Toilet Partitions	11,900.00	11,900.00			11,900.00	100.00		595.00
.31.000	Flagpole	1,700.00	1,700.00			1,700.00	100.00		85.00
.32.000	Signage	4,200.00		4,200.00		4,200.00	100.00		210.00
.33.000	Fire Extenguishers	1,600.00	1,600.00			1,600.00	100.00		80.00
.34.000	Folding Partition	9,600.00	9,600.00			9,600.00	100.00		480.00
.35.000	Toilet Accessories	5,800.00	5,800.00			5,800.00	100.00		290.00
.36.000	Projection Screens	6,000.00	6,000.00			6,000.00	100.00		300.00
.37.000	Plumbing	89,600.00	89,600.00			89,600.00	100.00		4,480.00
.38.000	Fire Sprinkler System	28,500.00	28,500.00			28,500.00	100.00		1,425.00
.39.000	H.V.A.C.	106,200.00	106,200.00			106,200.00	100.00		5,310.00
.40.000	Electrical	170,900.00	170,900.00			170,900.00	100.00		8,545.00
.00.001	CO # 1	-113.50		-113.50		-113.50	100.00		-5.68
	Totals	1,467,886.50	1,454,639.70	13,246.80		1,467,886.50	100.00		73,394.33

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	County of Hidalgo 100 E. Cano 2nd Floor Edinburg, Tx 78539	**PROJECT:**	County of Hidalgo Pct 2 Multi-Purpose Facility 1429 S. Tower Road Alamo, Tx 78516	**APPLICATION NO:** 12 **PERIOD TO:** 08/19/2008	**Distribution to:** OWNER: ☒ ARCHITECT: ☒
FROM CONTRACTOR:	Rio Valley Construction, Inc. 4124 N. Taylor Road McAllen, Tx 78504	**VIA ARCHITECT:**	Reynaldo Vargas, Architec, Inc. dba V.A. Architecture, Professional Corp. 2029 Industrial Drive McAllen, Tx 78504	**CONTRACT FOR:** General Construction **CONTRACT DATE:** 09/11/2007 **PROJECT NOS:** C-07042A / 09 / 25 PO # 592311	CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	1,468,000.00
2. Net change by Change Orders	$	-113.50
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,467,886.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,467,886.50
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$	0.00
b. 0 % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	1,467,886.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,394,492.17
8. CURRENT PAYMENT DUE	$	73,394.33
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ -113.50
TOTALS	$ 0.00	$ -113.50
NET CHANGES by Change Order	$	-113.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rio Valley Construction, Inc.

By: _____ Date: 08.19.08

State of: Texas Myrtle Ernestine Jones

County of: Hidalgo

Subscribed and sworn to before me this 19 day of August, 2008

Notary Public: Sandra Settle

My Commission expires: 01/05/2011

SANDRA SETTLE
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-05-2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 73,394.33

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 8-20-08

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1978 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:49:31 on 08/18/2008 under Order No.1000326643_1 which expires on 10/17/2008, and is not for resale.
User Notes:
(3121051641)

AIA® Document G703™ – 1992

Continuation Sheet

12

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8/19/2008
APPLICATION DATE: 8/19/2008
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
.01.000	Mobilization	37,000.00	37,000.00			37,000.00	100.00		
.02.000	Betterment Allowance	10,000.00	10,000.00			10,000.00	100.00		
.03.000	Landscape Allowance	5,000.00	5,000.00			5,000.00	100.00		
.04.000	Structural Steel Allowance	2,000.00	2,000.00			2,000.00	100.00		
.05.000	HVAC Allowance	2,000.00	2,000.00			2,000.00	100.00		
.06.000	Plumbing Allowance	2,000.00	2,000.00			2,000.00	100.00		
.07.000	Electrical Allowance	2,000.00	2,000.00			2,000.00	100.00		
.08.000	Dirtwork	48,300.00	48,300.00			48,300.00	100.00		
.09.000	Concrete Foundation	87,800.00	87,800.00			87,800.00	100.00		
.10.000	Concrete Columns	14,400.00	14,400.00			14,400.00	100.00		
.11.000	Concrete Walks	12,700.00	12,700.00			12,700.00	100.00		
.12.000	Masonry	209,600.00	209,600.00			209,600.00	100.00		
.13.000	Structural Steel	132,800.00	132,800.00			132,800.00	100.00		
.14.000	Millwork	26,400.00	26,400.00			26,400.00	100.00		
.15.000	Roofing	153,800.00	153,800.00			153,800.00	100.00		
.16.000	Flashing & Damproofing	10,800.00	10,800.00			10,800.00	100.00		
.17.000	Cavity Insulation	5,400.00	5,400.00			5,400.00	100.00		
.18.000	Waterproofing	2,400.00	2,400.00			2,400.00	100.00		
.19.000	HM Doors & Frames	17,300.00	17,300.00			17,300.00	100.00		
.20.000	Wood Doors	13,700.00	13,700.00			13,700.00	100.00		
.21.000	Finish Hardware	22,900.00	22,900.00			22,900.00	100.00		
.22.000	Glass & Glazing	27,400.00	27,400.00			27,400.00	100.00		
.23.000	Plaster	23,100.00	23,100.00			23,100.00	100.00		
.24.000	Drywall & Metal Studs	41,200.00	41,200.00			41,200.00	100.00		
.25.000	Acoustical Ceilings	28,900.00	28,900.00			28,900.00	100.00		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document G703™ – 1992

Continuation Sheet

12

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8/19/2008
APPLICATION DATE: 8/19/2008
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
.26.000	Ceramic Tile	20,800.00	20,800.00			20,800.00	100.00		
.27.000	Resilient Flooring	28,800.00	28,800.00			28,800.00	100.00		
.28.000	Painting	39,500.00	39,500.00			39,500.00	100.00		
.29.000	Visual Display Boards	4,000.00	4,000.00			4,000.00	100.00		
.30.000	Toilet Partitions	11,900.00	11,900.00			11,900.00	100.00		
.31.000	Flagpole	1,700.00	1,700.00			1,700.00	100.00		
.32.000	Signage	4,200.00	4,200.00			4,200.00	100.00		
.33.000	Fire Extenguishers	1,600.00	1,600.00			1,600.00	100.00		
.34.000	Folding Partition	9,600.00	9,600.00			9,600.00	100.00		
.35.000	Toilet Accessories	5,800.00	5,800.00			5,800.00	100.00		
.36.000	Projection Screens	6,000.00	6,000.00			6,000.00	100.00		
.37.000	Plumbing	89,600.00	89,600.00			89,600.00	100.00		
.38.000	Fire Sprinkler System	28,500.00	28,500.00			28,500.00	100.00		
.39.000	H.V.A.C.	106,200.00	106,200.00			106,200.00	100.00		
.40.000	Electrical	170,900.00	170,900.00			170,900.00	100.00		
.00.001	CO # 1	-113.50	-113.50			-113.50	100.00		
	Totals	1,467,886.50	1,467,886.50			1,467,886.50	100.00		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel. copyright@aia.org.

AI-10768 **21.C.2.**

Request for Payment on Invoice 2569 for R. Gutierrez Engineering for North I Rd

CC REGULAR

Date: 08/26/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment of Invoice No. 2569 in the amount of $130,990.07 (North I Rd) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1315-431-00-122-016-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO increase will be needed to fund payment of Invoice. Available balances, as of 8/21/08, are as follows:

Object	Avail. in PO# 353005	Avail. in Account
711	$7,751.65	$187,557.24
731	$72,897.38	$442,311.24
841	$5,047.54	$2,608.24
Totals	$85,696.57	$632,476.72

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:21 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 01:25 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 04:32 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 11:20 AM	APRV
5	Dale Kennan	Monica Badillo	08/22/2008 11:24 AM	APRV
6	Veronica Lopez	Veronica Lopez	08/22/2008 01:33 PM	APRV
7	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Rocio Villarreal

Started On: 08/20/2008 04:47 PM

Final Approval Date: 08/22/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2569
Wednesday, August 13, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG99.012 No. "I" Rd.

Professional Services for the Period: 05/12/2007 to 08/13/2008

Billing Group: 01 *Phased % of Construction*
No. "I" Road

Contract #: *PO#353005*

Construction Cost:	13,098,270.59
% of Construction Cost:	12.00%
Billing Fee:	$1,571,792.47

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Phase I (Schematic)(Part 1)	148,072.04	9.42	100.00	148,072.04	142,739.55	5,332.49
Phase I (Schematic)(Part 2)	87,696.83	5.58	100.00	87,696.83	73,133.23	14,563.60
Phase II (Design)(Part 1)	839,074.90	53.38	100.00	839,074.90	808,857.43	30,217.47
Phase II (Design)(Part 2)	496,948.70	31.62	98.00	487,009.73	406,133.22	80,876.51
				Total Phases:		***$130,990.07***

Phase Billing Totals: ***$130,990.07***

Billing Group Subtotal: 130,990.07

Project Totals:

****** Total Project Invoice Amount:*** ***$130,990.07***

Ramiro Gutierrez
President

353005

8-1315-431-00-122-016-0-711
8-1315-431-00-122-016-0-731
8-1315-431-00-122-016-0-841

INVOICE RECEIVED BY:
ON 8/14/08
GOODS/SERVICES RECEIVED BY:
ON 8/13/08

R. Gutierrez Engineering Corporation

August 13, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: North "I" Road – Invoice (ENG99.012)

Dear Commissioner Palacios:

I am submitting this letter to explain the amount of work accomplished on the above referenced project with this invoice. The project limits are as follows:

- Part 1 is from Owassa Road to SH 495, a distance of 2.50 miles. (the southern part)
- Part 2 is from US 281 to Owassa Road, a distance of 1.85 miles. (the northern part)

I have updated the estimated cost of construction for Part 1 and Part 2 of the project to show the most up-to-date costs. The estimated cost of construction for Part 1 of the project is $8,226,224.48 according to the "contractor's estimate package" attached herein. The estimated cost of construction for Part 2 of the project is $4,872,046.11 according to the "statement of probable cost" also attached. The overall estimated cost of construction for the project is $13,098,270.59.

We are 100% complete with Phase I (Schematic Design and Right-of-Way Map) of the project for Part 1 and Part 2. We are 100% complete with Phase II (Detailed Plans, Specifications & Estimate) for Part 1 and approximately 98% complete for Part 2.

Please process this invoice promptly. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachment(s)
cc: Files

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: office@rgutierrezengineering.com

ITEM DESCRIPTION	COST	
PART 1 - OWASSA ROAD TO SH 495		
LENGTH OF PROJECT - PART 1 = 2.50 MILES		
ROADWAY & DRAINAGE ITEMS		$7,835,077.08
BRIDGE ITEMS		$391,147.40
TOTAL CONSTRUCTION COST		$8,226,224.48
ENGINEERING & SURVEYING FEE (12%)		$987,146.94
15% FEE - PHASE I	$148,072.04	
85% FEE - PHASE II	$839,074.90	
TOTAL PROJECT COST		$9,213,371.42

ITEM DESCRIPTION	COST	
PART 2 - US 281 FRONT RD TO OWASSA ROAD		
LENGTH OF PROJECT - PART 2 = 1.85 MILES		
ROADWAY & DRAINAGE ITEMS		$4,597,580.11
BRIDGE ITEMS		$274,466.00
TOTAL CONSTRUCTION COST		$4,872,046.11
ENGINEERING & SURVEYING FEE (12%)		$584,645.53
15% FEE - PHASE I	$87,696.83	
85% FEE - PHASE II	$496,948.70	
TOTAL PROJECT COST		$5,456,691.64

ITEM DESCRIPTION	COST	
TOTAL PARTS 1 & 2 - US 281 FRONT RD TO SH 495		
LENGTH OF PROJECT = 4.35 MILES		
ROADWAY & DRAINAGE ITEMS		$12,432,657.19
BRIDGE ITEMS		$665,613.40
TOTAL CONSTRUCTION COST		$13,098,270.59
ENGINEERING & SURVEYING FEE (12%)		$1,571,792.47
15% FEE - PHASE I	$235,768.87	
85% FEE - PHASE II	$1,336,023.60	
TOTAL PROJECT COST		$14,670,063.06

AI-10799 **21.C.3.**

PRECINCT NO 2 - SOQ APPRAISAL SVCS
CC REGULAR

Date: 08/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisal Services in connection with Hidalgo County Precinct No 2 Various Projects including, but not limited to, acquisitions and/or dispositions on an as needed and (if applicable) completion time proposed basis;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraisers in connection with professional appraisal services required for Hidalgo County Precinct No 2 Various Projects including, but not limited to, acquisitions and/or dispositions on an as needed and (if applicable) completion time proposed basis;
1)_____; 2)_____;
3)_____;

4)_____; 5)_____;
6)_____;

C. Presentation for discussion, consideration and approval of the following:
1) appraisal will be ordered through purchase order(s) or service contracts:
2) limits (if any) of the number of appraisals requested under this method of engagement;
3) determining factors, if any (i.e. completion time proposed)

D. If applicable, authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with _____ for the provision of appraisal related services for Hidalgo County Precinct No 2 Various Projects.

BACKGROUND

the Purchasing Department is currently coordinating with the Precint in gathering all relevant attachments.

Fiscal Impact

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

Each appraisal would need to be funded. (LM)
Possible funding sources will be the allocated from within the precincts budget. (RS)

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 05:50 PM	APRV
2	Budget & Management	Veronica Lopez	08/22/2008 07:58 AM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 02:18 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Laura Moya — Started On: 08/21/2008 04:57 PM

Final Approval Date: 08/22/2008

AI-10727 **21.D.1.**

Request for payment on invoice 08091 for Javier Hinojosa
CC REGULAR

Date: 08/26/2008
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. 08091 in the amount of $1,347.18 for "Mile 4 North from Shary Rd to Taylor Road" from contracted engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Funding available. PO #601062

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:32 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:58 PM	APRV
3	Erika Reyna	Erika Reyna	08/21/2008 01:19 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 11:34 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Rocio Villarreal Started On: 08/20/2008 09:07 AM

Final Approval Date: 08/22/2008

128637
601062

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08091

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: August 11, 2008

Project Name: Mile 4 North Shary Road (FM 494) to Taylor Road

Description

Engineering services rendered for completion of the Preliminary Phase , completion of the design phase and for completion of construction phase for the Paving Improvements for Mile 4 North from Shary Road (FM 494) to Taylor Road.
P.O.#601062
CONTRACT AMT.: $21,554.93

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$5,388.73	100%	$5,388.73	$5,388.73	$0.00	$0.00
Design						
Phase 50%	$10,777.47	100%	$10,777.47	$10,777.47	$0.00	$0.00
Construction						
Phase 25%	$5,388.73	100%	$5,388.73	$4,041.55	$1,347.18	$0.00
TOTAL	**$21,554.93**	**100%**	**$21,554.93**	**$20,207.75**	**$1,347.18**	**$0.00**

TOTAL AMOUNT DUE THIS INVOICE: $1,347.18

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
NBC ON 8/12/08
GOODS/SERVICES RECEIVED BY
Joel Ramos ON 8/11/08

8-1303-431-00-123-0050-751

AI-10798 **21.E.1.**

SOQ - PRECINCT NO 4 - APPRAISAL
CC REGULAR

Date: 09/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisal Services in connection with Hidalgo County Precinct No 4 Various Projects including, but not limited to, acquisitions and/or disposition on an as needed and (if applicable) completion time proposed basis;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraiser in connection with professional appraisal services required for Hidalgo County Precinct No 4 Various Projects including, but not limited to acquistions and/or dispositions on an as needed and (if applicable) completion time proposed basis;
1)_____; 2)_____;
3_____;

4)_____; 5)_____;
6)_____;

C. Presentation for discussion, consideration and approval of the following:
1) appraisal will be order through purchase order(s) or services contracts;
2) limits (if any) of the number of appraisals requested under this method of engagement;
3) determining factor, if any (i.e. complettion time proposed);

D. If applicable, authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with _____ for the provision of Appraisal Services for Hidalgo County Precinct No 4 Various Projects.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 05:49 PM	APRV

2	Budget & Management	Veronica Lopez	08/22/2008 07:58 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/22/2008 02:15 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Laura Moya Started On: 08/21/2008 04:54 PM

Final Approval Date: 08/22/2008

AI-10715 **21.F.1.**

Software Services for Indigent Health Care System for Hidalgo County - Health & Human Services

CC REGULAR

Date:	08/26/2008		
Submitted By:	Yvette Islas, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Recommending award of bid and approval of contract to Network Sciences, Inc. lowest bidder meeting all requirements as attached hereto for: "Software Services for Indigent Health Care System for Hidalgo County" for the Department of Health & Human Services (RFB 2008-285-08-13-YSI).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-444-00-240-001-0-336

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

BUDGETARY IMPACT:

Available balance as of 8/21/08 $34,246.64

Attachments

Link: contract

Link: dept recomd

Link: tab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:15 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:55 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/21/2008 05:48 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 11:45 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Yvette Islas Started On: 08/19/2008 01:46 PM

Final Approval Date: 08/22/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-285-00-00

THIS CONTRACT is made and entered into this _____ day of _____ , **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Network Sciences, Inc. a Texas** Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for " **Software Services for Indigent Health Care System for Hidalgo County**" (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Health Department**. 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,**

or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning _____and ending on_____ with the County's option to extend an additional two (2) year one (1) year term.

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	**Network Sciences, Inc.** **Attn: John Donna** **14205 Burnet Rd. Suite 110** **Austin, Tx 78728**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed

as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2008 .

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Network Sciences, Inc.
By:_____
Printed Name:_____
Title:_____

Approved by Commissioners' Court on,_____day of_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
By:_____

EXHIBIT "A"
SPECIFICATIONS

SPECIFICATIONS

Notice is herby given by Hidalgo County, Texas to request for proposal concerning various professional services for computer software association with Indigent Health Care for the Hidalgo County Health & Human Services Department.

Request for Bids for a County Indigent Health Care Software System:

The Hidalgo County Health and Human Services Department is requesting bids on a new Indigent Health Care System that can perform pre-screening, appointment scheduling, eligibility and billing functions as mandated by the Texas Health and Safety Code Title II (C) Chapter 61 Indigent Health Care and Treatment Act. It must include all periodic Legislative Changes as part of the proposal. Vendors need to perform a current system Analysis and submit a bid that can utilize any existing Human Service equipment. The proposed system must provide a turn key solution that includes all hardware and software and needs to be fully operational no later than **August 31, 2008**.

PRE-SCREENING (Optional):

1. Ability to screen for possible eligibility for local, state and federal programs as requested by Hidalgo County such as:
    - Hidalgo County WIC
    - Hidalgo County Head Start
    - Hidalgo County Health Clinics
    - Hidalgo County CSA
    - Catholic Social Services
    - Children with Special Health Care Needs
    - Perinatal Program
    - Women's Clinic
    - Medicare
    - Medicaid
    - CHIPS
    - Texas Women Health Program
    - Hidalgo County Human Services
    - Etc.
2. Ability to refer applicants to any and all programs they may be eligible for and create a paper document with information for applicants.
3. Provide statistics on how many applicants were seen, denied, or referred and to what agencies.

ELIGIBILITY:

1. Ability to generate **all** state required forms automatically from data entered in to the computer system including but not limited to:

- Form 100 - Application for Health Care Assistance – Ability to input all information from client data; ability to print and save form in client file.
- Form 101 – CIHCP Worksheet – Ability to input all information into the worksheet; ability to print and save Worksheet in client file. Must round down on #18.Total Countable Income calculation on page 4 (6. Budget Calculation)
- Form 101A – Report of Changes – Ability to incorporate and save the form in the case record.
- Form 102 – Appointment Notice – Ability to input information regarding the client; ability to print and save the form in client file.
- Form 103 – Request for Information – Ability to input missing information and any other items needed on this form; ability to print and save the form in the client file.
- Form 104 – Health Care Service Record
- Form 105 – Monthly Financial Report – Ability to generate report ; ability to print and save report.
- Form 109 - Notice of Eligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
- Form 117 – Notice of Ineligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
- Form 128 – Employment Verification Form – Ability to generate, print and save form.
- Form 149 Statement of Self-Employment Income – Ability to generate, print and save form.
- Form 300 – End of Year Report – Ability to generate, print and save form.
- Form 500 – Request for State Assistance Funds – Ability to generate, print and save form.

2. Provide internet accessible software module for vendors to verify client eligibility status.
3. Provide a daily report of the clients whose benefits have terminated and automatically generate Form 117 Notice of Ineligibility with the reason for the termination of benefits.
4. Provide statistical reports on the clients served such as number in the household, undocumented, US Citizens, Resident Aliens, male, female, children by age, etc.
5. Provide statistical reports on the workers productivity such as clients seen, time spent with client, no show clients, re-scheduled clients (with explanation), etc.
6. Ability to track what employee worked on the case and track modifications made by each employee.
7. Ability to track the time spent on each case, time arrived, time seen, and time spent with client.

8. Ability to track history of the case.
9. Ability to keep notes for all who work on case to view and add to.
10. Ability to scan and save documents associated with the client file.
11. Ability to document, calculate and save all data from prior months, especially prior month income.
12. Ability to track all Special Review cases and the reason for the special review.

APPOINTMENTS:

1. Provide appointment scheduler for 10 + Eligibility Workers located at 5 + locations.
2. Ability to set appointment time gaps as determined by Human Services Director.
3. Ability to modify appointment schedule at the request of the Human Services Director.
4. Ability for the Human Services Director to view, analysis and generate reports and statistics on the appointment schedule.
5. Ability to view and modify appointment schedule from any computer by authorized users.
6. Ability to track all modifications made to the appointment schedule.

BILLING:

1. Provide secure internet accessible software module for vendors to verify status of bills submitted for payment.
2. Ability to electronically transmit processed medical, hospital and pharmacy bills to authorized entity for bill processing.
3. Ability to track when clients receive Durable Medical Supplies (DME) and the quantity received.
4. Ability to track when clients receive frames and lenses.
5. Ability to track when clients receive an eye exam.
6. Provide analytical and statistical reports on types of services and all types of demographics such as city, age, gender, illness type, amount paid per client, etc.
7. Ability to track different reports such as most common CPT codes, DRG, physicians, etc.
8. Ability to track which employee processes and modifies the data entered for each invoice.
9. Ability to verify that client is eligible for billed services on the date of service of the bill.
10. Ability to process the following billed services:
    - Advanced practice Nurse
    - Ambulatory Surgical Center
    - Certified Registered Nurse Anesthesia
    - Colostomy Medical Supplies
    - Counseling Services
    - Dental Care

- Diabetic Supplies & Equipment
- ER Medical Services
- Home & Community Health
- Hospital Inpatient
- Hospital Outpatient
- Lab X-Ray Services
- Physicians
- Physician Assistant (PA)
- Vision Care
- State Contract Hospital
- Reimbursements
- Other Services

11. Ability to process Pharmacy bills based on Third Party Administrator approved contract rates.
12. Ability to separate invoices based on year of service for auditing purposes. (Fiscal versus Calendar Year)
13. Ability to calculate DSHS limit of $30,000 and/or 30 – day hospital stay per client and not allow any bills to be processed once the cap has been met.
14. Ability to keep track of clients who are close to $30,0000 fiscal year limit by service date and ability to track hospital days.
15. Ability to track the 3 prescriptions per month per client and not allow any prescriptions to be processed once the cap has been met.
16. Ability to track if claims are not received past 95 days from the date of certification from the date of certification or date of service.
17. Ability to calculate Hidalgo County 6% and 8% GTRL.
18. Ability to calculate and forecast when Hidalgo County will meet and/ or exceed 6% and 8% GTRL.
19. Ability to determine and notify staff if Hidalgo County is processing a duplicate invoice, no matter what medical procedure was originally charged
20. Ability to enter multiple dates of service per invoice.
21. Ability to maintain and update all CPT and DRG codes on a regular basis.
22. Ability to look up DRG codes using the codes on UB92.
23. Ability to use Ambulatory Surgical Codes for payment.
24. Ability to have multiple users seeing notes for a client file.
25. Ability to do a reverse look up for a DRG code if we have a type of service but no DRG code.
26. Ability to generate a rejection form for all rejected claims.
27. Ability to calculate payable amount for anesthesia services using only units.

TRAINING AND TECHNICAL SUPPORT:

1. Provide post implementation training to all Human Services staff at our location
2. Provide annual training as requested by the Human Services director

3. Provide 24 hour/ 7 day technical support and respond to our call within 12 hours
4. Provide modifications to the program as needed to meet the changes needs of the Human Services Department.
5. Provide mandatory change of passwords every 90 days.
6. If software is a hosted solution, a copy of the backup/restore procedures, business continuity plan and disaster recovery plan must be provided.
7. All HIPAA compliance standards must be met and certification letter provided.

OTHER SERVICES (Optional):

1. Ability to access the Texas Medicaid Healthcare Partnership (TMHP) to verify Medicaid eligibility.
2. Ability to flag or notify us when an Appellant client is put on Medicaid regardless if the client is active or not and to provide us with the add date.
3. Ability to notify provider for reimbursements once client has been approved for Medicaid benefits.
4. Ability to create an identification badge for client with barcode technology.
5. Ability to record telephone interviews and save them for future reference.
6. Ability to save email correspondence in client file for future reference.
7. Ability to accept secure electronic Billing from vendors (providers).
8. Ability to scan and save documents associated with bill payment in to the vendor (provider) file.

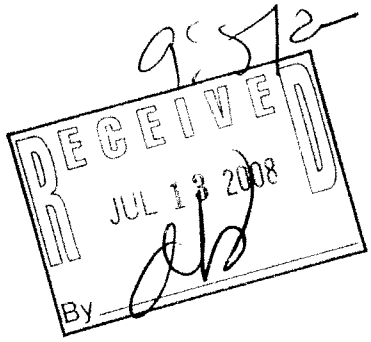
The computer hardware and software that best meets or exceeds the current and future requirements of the Hidalgo County Health and Human Services Department, and which will best provide the supporting tools and services for the Hidalgo County Health and Human Services Department needed to serve the residents of Hidalgo County will be awarded.

EXHIBIT“B”
FEE SCHEDULE

Hidalgo County
Software Services for Indigent Health Care System for Hidalgo County
Bid No.:08-285-08-13-YSI
Exhibit B

Bid Price as requested , but not limited to, in the Specifications as listed in "Exhibit A" of this document and under the terms and conditions described for the following, FOB, Hidalgo County Health & Human Services Department.

Must accommodate minimum of 30 concurrent users for this program.



Bid Price at: $ 97,800/yr; or $8,150 per month.

BIDDER/COMPANY NAME: Network Sciences, Inc.

ADDRESS: 14205 Burnet Rd, Suite 110

CITY/STATE/ZIP: Austin, Tx 78728

PHONE NO/FAX NO: (512) 331-9221 / FAX. (512) 331-7719

CELL PHONE NO: (512) 206-6604 (Abram Gordon)

E-MAIL ADDRESS: jdoana@netsci.net

AUTHORIZED SIGNATURE:

TITLE: V.P. Operations

EXHIBIT "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

SGW U022 | DATE 08-11-2008

PRODUCER

AUTOMATIC DATA PROCESSING INS AGCY
250717 P:(877)287-1316 F:(877)287-1315
308 FARMINGTON AVE
FARMINGTON CT 06032

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

NETWORK SCIENCES, INC.
14205 N MO PAC EXPY STE 110
AUSTIN TX 78728

INSURER A: Hartford Casualty Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
	☐ NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76 WEG TS7817	06/20/08	06/20/09	X WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$100,000
					E.L. DISEASE - EA EMPLOYEE	$100,000
					E.L. DISEASE - POLICY LIMIT	$500,000
	OTHER					

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION

Hidalgo County Purchasing Dept.
Attn: Mary A. Maldonado
100 E CANO ST FL 4
EDINBURG,TX,78539

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 (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Client#: 20335 NETWOSCIE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/08

PRODUCER
CNA Sales & Service Center
PO Box 946580
Maitland, FL 32794-6580
877 724-2669

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
Network Sciences, Inc.
14205 burnet Rd. Ste 110
Austin, TX 78728

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	2026588353	06/14/08	06/14/09	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
A		AUTOMOBILE LIABILITY	2026588353	06/14/08	06/14/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[ ]				PROPERTY DAMAGE (Per accident)	$
		[ ]					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

Hidalgo County Purchasing
Dept-Attn: Mary Maldonato
100 East Cano Street, 4th Fl.
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
Christine Riggle

© ACORD CORPORATION 1988

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Dairen Sarmiento
Hidalgo County Health Department

FROM: Yvette S. Islas, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

RE: **BID NO. 2008-285-08-13-YSI - "SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY"**

Enclosed for your review, comments and recommendations, please find a copy of the Bids received for the referenced bid project.

Please submit your recommendation letter to the Purchasing Department as soon as possible.

Recommend Vendor: Network Sciences, Inc.

Account Number: 1100-444-00-240-001-0-336

Dairen Sarmiento 8/18/08
Signature of Hidalgo County Health Department Representative Date

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County

RFB ACCEPTANCE DATE: AUGUST 13, 2008	**RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY"

RFB NO: 08-285-08-13-YSI

RFP#	NAME OF COMPANY	COST PER MONTH
#01	**Network Sciences, Inc.** **Austin, Texas**	**$ 8,150.00** **per month** ✓
#02	Indigent Health Care Solution Conroe, Texas	**$ 8,723.00** **per month**
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

AI-10572 **21.G.1.**

Floor Maintenance for WIC Clinics
CC REGULAR

Date: 08/26/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Recommending bid award to the bid to vendor meeting all specifications, terms. conditions and requirements including approval of contract for the RFB No.: 2008-243-07-02 "Floor Maintenance for WIC Clinics Located in Hidalgo County".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1292-441-00-350-001-8-423
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: letter
Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 11:55 AM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:04 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	08/22/2008 09:16 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 12:03 PM	APRV
5	Damaris San Miguel		08/22/2008 05:41 PM	NEW

Form Started By: Gricelda Villarreal Started On: 08/12/2008 11:21 AM

Final Approval Date: 08/22/2008

Memo

To: Cris Villarreal, Buyer, Hidalgo County Purchasing

From: Norma Longoria, L.D., M.S. NL
WIC Director

Date: August 11, 2008

Re: Floor Maintenance

I would like to recommend awarding floor maintenance service contract to Benavidez Floor Care. Attached is the approval letter from the State. Please route through Commissioners Court as soon as possible. Thank you for your attention.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

August 5, 2008

Norma L. Longoria, WIC Director
LA#12, Hidalgo County Health Department
WIC Administrative Office
3105 West University Drive
Edinburg, Texas 78539

Dear Ms. Longoria:

Approval is granted for the Hidalgo County Health Department., WIC Local Agency #12, to contract for floor maintenance service at sixteen (16) WIC clinic sites. Benavidez Floor Care in Weslaco, Texas will provide this service for $3,382.40 per month.

This approval is granted with the stipulation that sufficient administrative funds are available. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Bobby Jones, Contract Development and Support Branch, at (512) 458-7111 extension 3285.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

BJ

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Norma L. Longoria
WIC Program Director

Attn: Margarita Gonzalez
WIC Administrative Assistant

From: Cris Villarreal, Buyer CV
Hidalgo County Purchasing Dept.

Date: July 8, 2008

Re: Bid No. 08-243-07-02 Tabulation Sheet for: "Floor Maintenance for WIC Clinics Located in Hidalgo County"

Enclosed for your review, comments and recommendations, please find a copy of the two bids received for the above referenced bid project. I have enclosed a grid comparing the cost per clinic per month for both participants.

Please submit your recommendation including budget account information, no later than **Monday, July 14, 2008**, by **4:00 P.M.** in order to place on the next Commissioner's Court Meeting **Tuesday, July 22, 2008** for possible award of bid.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____ Other (specify)_____

BUDGET ACCOUNT #: 8.1292.441.00.350.001.8.423

Norma L Longoria Norma L Longoria 7/10/08
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

Enclosures

HIDALGO COUNTY - WIC PROGRAM
"Floor Maintenance for WIC-Clinics Located in Hidalgo County"
Request for Bids No. 2008-243-07-02CGV

BID TABULATION GRID

Locations:	Participant No.1: Monthly Rate Per Location	Participant No. 2: Monthly Rate Per Location
	Benavides Floor Care	**Valley Countertops & Janitorial**
1. Alamo WIC Clinic - 1215	$237.00	$150.00
2. Alton WIC Clinic - 1214	$309.00	$150.00
3. Alton WiC Clinic - 1231	$146.80	$150.00
4. Donna WIC Clinic - 1206	$294.00	$210.00
5. Edinburg WIC Clinic - 1219	$187.50	$200.00
6. Edinburg Administration Office	$350.00	$300.00
7. La Joya WIC Clinic - 1210	$196.90.	$200.00
8. Las Milipas WIC Clinic - 1211	$216.90	$150.00
9. McAllen WIC Clinic - 1218	$115.40	$190.00
10. McAllen WIC Clinic - 1230	$156.80	$200.00
11. Mercedes WIC Clinic - 1208	$291.30	$300.00
12. North San Juan WIC Clinic - 1229	$152.70	$300.00
13. Pharr WIC Clinic - 1224	$168.30	$175.00
14. San Carlos WIC Clinic - 1226	$126.80	$125.00
15. Weslaco WIC Clinic - 1227	$231.40	$200.00
Additional Clinics	$201.60	$0.00
Overall Total	***$3,382.40***	$3,000.00

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County WIC Department

BID OPENING DATE: July 2, 2008 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Floor Maintenance for WIC Clinics Located in Hidalgo County

BID NO: 2008-243-07-02CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Benavides Floor Care Weslaco,Tx	See Tabulation Grid	$3,382.40	
#2	Valley Countertops & Janitorial Monte Alto, Tx	See Tabulation Grid	$3,000.00	
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-243-08-26

THIS CONTRACT is made and entered into this **26th** day of **August, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Julio Benavides dba Benavides Floor Care** a Texas Sole Proprietor. ("Company").

WHEREAS, Company responded to advertised notices for bids for **" Floor Maintenance for WIC Clinics Located in Hidalgo County**" (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County WIC Clinics** . 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, or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 26, 2008** and ending on **August 26, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Julio Benavides** **DBA Benavides Floor Care**

RR9 Box 417-T
Weslaco, Texas 78596

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_Julio Benavides DBA Benavides Floor Care
By:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY - WIC PROGRAM
"Floor Maintenance for WIC-Clinics Located in Hidalgo County"
Request for Bids No. 2008-243-07-02CGV

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:
Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

1. Floors will be maintained on a monthly basis for WIC locations as listed in Attachment 1.

2. Floors must be stripped, sealed and wax on a monthly basis.

Requirements:

1. Bidder will be responsible for moving furniture and placing back as originally set.

2. Bidder is also responsible for any damages within the cleaning site/area.

3. Bidder shall provide all necessary supplies, equipment, tools and/or any other materials required to render services.

Terms and Conditions:

1. Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to add or delete clinics during the term of contract under the same rates, terms and conditions.

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking action.

Additional Information:

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for

EXHIBIT "B"

BID PAGE

Attachment I

HIDALGO COUNTY - WIC PROGRAM
"Floor Maintenance for WIC-Clinics Located in Hidalgo County"
Request for Bids No. 2008-243-07-02CGV

Alamo WIC Clinic -1215
313 E. Business 83 Ste. 113
Alamo, Tx 78516

Alton WIC Clinic - 1214
3513 E. Main Ave
Alton, Tx 78

Alton WIC Clinic - 1231
3519 W. Main Ave. Ste. B
Alton, Tx

Donna WIC Clinic - 1206
301 S. 8th
Donna, Tx 78537

Edinburg WIC Clinic 1219
113 Dawson
Edinburg, Tx 78539

Edinburg Administration Office C.O.
3105 W, University Dr.
Edinburg, Tx 78539

La Joya WIC Clinic - 1210
204 W. 2nd
La Joya, Tx 78560

Las Milpas WIC Clinic - 1211
7013 S. Cage Suite F
Las Milpas, Tx 78

McAllen WIC Clinic - 1218
220 S. Bicentennial Ste. D
McAllen, Tx 78501

McAllen WIC Clinic -1230
3001 N. 23rd Ste. 8
McAllen, Tx 78501

Mercedes WIC Clinic - 1208
540 S. Texas
Mercedes, Tx 78570

North San Juan WIC Clinic - 1229
509 E. Earling
San Juan, Tx 78586

Pharr WIC Clinic - 1224
925 W. Sam Houston Ste. 3
Pharr, Tx 78577

San Carlos WIC Clinic - 1226
230 N. 86th
Edinburg, Tx 78539

Weslaco WIC Clinic - 1227
417 S. Oregon
Weslaco, Tx 78596

HIDALGO COUNTY - WIC PROGRAM
"Floor Maintenance for WIC-Clinics Located in Hidalgo County"
Request for Bids No. 2008-243-07-02CGV

RECEIVED
JUL 02 2008
By

BID FORM

	LOCATIONS:	MONTHLY RATE:
1.	Alamo WIC Clinic - 1215	$ 237.00
2.	Alton WIC Clinic - 1214	$ 309.00
3.	Alton WiC Clinic - 1231	$ 146.80
4.	Donna WIC Clinic - 1206	$ 294.00
5.	Edinburg WIC Clinic - 1219	$ 187.50
6.	Edinburg Administration Office	$ 350.00
7.	La Joya WIC Clinic - 1210	$ 196.90
8.	Las Milipas WIC Clinic - 1211	$ 216.90
9.	McAllen WIC Clinic - 1218	$ 115.40
10.	McAllen WIC Clinic - 1230	$ 156.90
11.	Mercedes WIC Clinic - 1208	$ 291.30
12.	North San Juan WIC Clinic - 1229	$ 152.70
13.	Pharr WIC Clinic - 1224	$ 168.30
14.	San Carlos WIC Clinic - 1226	$ 126.80
15.	Weslaco WIC Clinic - 1227	$ 231.40
	Additional Clinics:	$ 201.60

Term:
Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.

Participating Bidders Information

COMPANY/BIDDER'S NAME: Bermudez Floor Care

ADDRESS: RR9 Box 417-T Weslaco Tx. 78596

MAILING ADDRESS: _____
(If different from address)
CITY/STATE/ZIP CODE: _____

PHONE NUMBER: 956-969-3391 FAX No: 956-969-3391 CELLULAR No: 956-463-0393

AUTHORIZED SIGNATURE: Julio P. Bermudez

PRINTED NAME: Julio Cesar Bermudez TITLE: Owner

BENAVIDES FLOOR CARE
R.R. 9 BOX 417-T
WESLACO, TEXAS 78596
PH: (956) 969-3391
FAX: (956) 969-3391

THE FOLLOWING IS THE FLOOR MAINTENANCE PROGRAM THAT WE DESIGNED FOR YOUR FACILITIES. IT WILL MAINTAIN THE FLOOR CLEAN AND GLOSSY AND WITHOUT WAX BUILD-UP.

- STRIP, SEAL AND WAX- ONCE PER YEAR
- DEEP SCRUB AND RECOAT- THREE TIMES PER YEAR
- FLOOR BURNISHING- EIGHT TIMES PER YEAR

THESE SERVICES ARE TO BE PROVIDED ON A MONTHLY BASIS. SCHEDULES ARE TO BE SUBMITTED FOR APPROVAL TO HIDALGO COUNTY OFFICIALS.

STRIP, SEAL AND WAX- (COMPLETE REMOVAL OF OLD WAX, TWO COATS OF SEALER AND 4 COATS OF WAX.)

DEEP SCRUB- (REMOVAL OF TOP COATS OF WAX AND REFINISH WITH TWO COATS OF WAX.)

FLOOR BURNISH- (POLISHING THE FLOOR WITH HIGH SPEED BUFFER.)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JG BENAV-1 | DATE (MM/DD/YYYY) 08/14/08

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Julio Benavides DBA
Benavides Floor Care
Rt 9 Box 417-T
Weslaco TX 78596

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American States Ins Co	
INSURER B:	Southern Vanguard Ins. Co.	19216
INSURER C:	Safeco Insurance Co.	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	01CG8157114	06/05/08	06/05/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	01C105057110	08/14/08	08/14/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSV000303001	08/14/08	08/14/09	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
		OTHER Commercial Applica					

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

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
2812 So. Bus Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

SHEPARD WALTON KING INS. GROUP

© ACORD CORPORATION 1

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.

Post-it® Fax Note 7671	Date 8/14/08 # of pages ▶ 2
To Hidalgo County	From Jessica
Co./Dept. Lucio Villarreal	Co. Shepard Waldon Kinghas
Phone # 318-2624	Phone # 630-4024
Fax # 318-2629	Fax # 430-4015

AI-10719 **21.G.2.**

Lease of Office Space in Las Milpas-WIC Clinic
CC REGULAR

Date: 08/26/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for "Hidalgo County WIC Program-Lease of Office Space in Las Milpas-WIC Clinic". (RFB No. 2008-199)

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: August 30, 2008
2nd Advertisement: September 6, 2008
Bid Opening Date: September 17, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-441
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y

BUDGETARY IMPACT:

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:16 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:56 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	08/22/2008 09:18 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 12:04 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Sandra Montalvo Started On: 08/19/2008 03:25 PM

Final Approval Date: 08/22/2008

MEMORANDUM

To: Norma Longoria, WIC Director
Hidalgo County WIC Program
Attn: Margarita Gonzalez **via email: magie.gonzalez@wic.co.hidalgo.tx.us**

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: August 18, 2008

Re: RFB No. 2008-199-09-17-SMA-**HIDALGO COUNTY WIC PROGRAM-"Lease Office Space in LAS MILPAS –WIC CLINIC"**

For your **REVIEW and UPDATE,** attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 8.1292.441.00.350.001.8.441

Norma L Longoria Norma L. Longoria 8/18/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Tuesday, August 19, 2008 @ 5:00p.m.

Enclosures

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC PRGRAM
REQUEST FOR BIDS

"LEASE OF OFFICE SPACE-LAS MILPAS WIC CLINIC"
BID No. 2008-199-09-17-SMA

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space Las Milpas-WIC Clinic"
BID No.2008-199-09-17-SMA

INSTRUCTIONS TO BIDDERS:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, invitation to bid.

- Please review this document in it's entirely. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of the bid package.

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. Said office space shall have the designated rooms or areas for conducting of the following WIC functions:
   - Waiting area, reception area, file room, nutrition education classroom, counseling room, issuance of food cards via computers, computer area, screening room, lab, immunization and lactation rooms, a lounge area and two (2)storage rooms.
   - Said office space must be located in a major thoroughfare in Las Milpas.

2 Building must provide a minimum of 2,000 square feet to a maximum of 3,400 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).

3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

4 Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

5. The public parking lot must consist of at least twenty (30) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp

access available from such spaces and (10) parking spaces for staff should be available leading to the building.

6. Bid premises must have water, sewer, and electricity, central air and heating of the entire building including garbage pick up.

7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

8. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract and floor maintenance throughout term of this contract/lease.

9. Lessor must provide documented proof that the building is asbestos free.

10. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

11. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

12. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work be made by Lessor and the Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null;

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**.

2. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

4. Bidder must charge by the square foot for the rental space.

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause:

2.. 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.

3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

7. All cost 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.

8. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, September 10,2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, September 12, 2008 @ 5:00 P.M.

LEASE AGREEMENT

Hidalgo County WIC Program
REQUEST FOR BIDS
"Lease of Office Space in Las Milpas-WIC Clinic"
BID No. 2008-199-09-17-SMA

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-08-199-00-00

THIS LEASE is made and entered into by and between, _____ _____ of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on _____, 2008 and ending on _____ with the option to extend an additional one (1) year.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

DRAFT

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _ _____per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____ _,_____, Texas _____ or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

DRAFT

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

DRAFT

air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to

DRAFT

applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

DRAFT

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

DRAFT

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and

DRAFT

agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises,

DRAFT

should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the

DRAFT

occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or

DRAFT

reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to

DRAFT

be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this

DRAFT

Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sub-lessee must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
_____.
_____
_____

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

DRAFT

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or

DRAFT

all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

DRAFT

Estoppels Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of_____ 2008.

LESSOR:

_____

By:_____

Printed Name:

Title:

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSEE:
HIDALGO COUNTY, TEXAS

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

Approved on Commissioners' Court_____

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

By:_____

DRAFT

EXHIBIT "A"

DESCRIPTION OF PROPERTY

DRAFT

AI-10716 **21.G.3.**

WIC Eduational-Promotional Products
CC REGULAR

Date: 08/26/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Requesting authority for Hidalgo County to purchase "Cereal on the Go Bowls" through the County's membership/participation with TASB Buyboard's awarded vendor Visual Promotions in the total amount of $34,000.00, which includes imprint and delivery fees. (no: 2008-290)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1292-441-00-350-001-8-603
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Using Grant funds
Available Balance as of 8/22/2008 - $59,228.15

Attachments

Link: Cereal bowls

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:15 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:55 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	08/22/2008 09:18 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 12:05 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Gricelda Villarreal Started On: 08/19/2008 02:08 PM

Final Approval Date: 08/22/2008

Back to Product List

Product Results for: cereal bowls > Containers



View Larger Image

Tag Master (R) - DP-930

Cereal on the go with clear bowl top and folding spoon.

Cereal on the go with clear bowl top. Enjoy breakfast at school, work or on the go. 12 oz. cereal bowl. Folding spoon snaps into lid. 5.7 oz. freezer gel milk holder. Keeps milk cold.

- **Quick Request**
- **E-mail a Friend**
- **More From This Line**
- **Add To Wish List**
- **Print Page**

Color: Blue, Green, Orange
Minimum Production Time: 6 day(s)
Size: 3 1/2" x 7 1/2"
Additional Info

PRICE INCLUDES
imprint in one location in one standard color.
PRODUCT OPTION
Union label available
IMPRINT METHOD
Pad Print
IMPRINT CHARGE - MISCELLANEOUS
Set Up Charge $50

Quantity	100	250	500	1000	2500
Price	$6.39	$6.28	$6.17	$6.06	$5.98

Please indicate any special instructions (i.e. date needed, customization, etc.)
Note: The instructions are limited to 500 characters in length.

Buy Now
Request Info

Qty: 100
Color: Blue
Size: 3 1/2" x 7 1/2"

Add To Cart

5000 x 5.95 = $29,750.00
Imprint $50.00
Shipping fees: $4,200.00
$34,000.00

All prices and descriptions are subject to change without notice. If the price listed is different from the actual price, we will notify you before processing your order. All pricing shown is in US dollars.

Information, data and/or screens (the "Material") from this site may not be copied, duplicated, saved, archived, or captured by any means except that the Material may be used as part of normal browser caching and printing performed in the course of using the site for its intended purpose.

COPYRIGHT © 1996-2008 The Advertising Specialty Institute. All rights reserved.

Cris Villarreal

From: ashley@visualpromotions.net
Sent: Wednesday, July 16, 2008 4:42 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: Shipping Charge

Cris,
Sorry that took me so long. I was waiting to hear back from the company on shipping cost. But for 5000 pieces of this product there will be 250 boxes each with 20 pieces. Total shipping cost-$4,200. Also I forgot but there is a set up fee of $65.00 also. Anything else please let me know.

Thank you,

Ashley Gold

Visual Promotions
2040 Hwy 90 W.
Sealy, Texas 77474
1800-823-0905 ext. 231

5000 x $5.95 = $29,750.00
Imprint fees : $50.00
Shipping fees : 4200.00
Total : $34,000.00

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
Ship Via: Common Carrier
Quote Reference Number:
266-07
Regions Served: All Texas Regions
States Served: All States
Return Policy: 30 days

[Log Out]

©1996 - 2008 TASB
ALL RIGHTS RESERVED

AI-10754 **21.G.4.**

Sole Source Declaration for Tortoise Toy Tables-WIC Program
CC REGULAR

Date: 08/26/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

A. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a) (7) "an item that can be obtained from only one source.";

B. Approval of a"Sole Source Declarartion" with authority to purchase applicable products from Waiting Time Toys, Inc. commencing with with req.#00135590 in the amount of $4,095.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1292-441-00-350-001-8-666
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Using Grant funds.

Attachments

Link: quote backup
Link: Sole Source

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 03:57 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	08/22/2008 09:19 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 12:09 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Gricelda Villarreal Started On: 08/20/2008 03:51 PM

Final Approval Date: 08/22/2008

Requisition
W.I.C. PROGRAM

Req # 00135590
PO #
Date: 07/07/08

Bill To: x
x

Vendor : 232688
WAITING TIME TOYS, INC.
P.O. BOX 1225
ROSEVILLE CA 95678
FAX (916)786-0343

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:
IS THE ONLY VENDOR THAT DOES THE TORTOISE TABLE

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	WTT-0042 TORTOISE TABLE NUTR.W/FRT.BNCH - WOOD	780.00	3,900.00
1	EACH	DISCOUNT OF 5%	-195.00	-195.00
1	EACH	shipping	390.00	390.00
		Account No	Encumbrance	
		8-1292-441-00-350-001-8-666	4,095.00	
			Freight	.00
			Total	4,095.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

2/15/08
L.M.I 7/21/08 2:57pm

Authorized By: _____

Waiting Time Toys, Inc.

PO Box 1225
Roseville, CA 95678

To Whom It May Concern:

This letter is in regards to the 5 Tortoise Toy Tables you are considering purchasing. Waiting Time Toys, Inc. is the inventor, and sole manufacturer of all Tortoise, Tortoise II, Turtle, Learning Circle, and Kids Corner Tables as well as Kanga, Kanga II, and Walrus wall panels.

Please let me know if there are any specific questions or concerns you have with the tables and I would be more than happy to answer them.

Thank you

Susan Pillon
Waiting Time Toys, Inc CEO/Sales

ATT: Margarita Gonzalez

ATT: Margarita

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Susan Pillon. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Waiting Time Toys Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Tortoise, Tortoise II, Turtle, learning Circle, and Kidz Corner Tables as well as Kanga, Kang II and Walrus Panels
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature _____

SWORN AND SUBSCRIBED TO under oath before me on 14th day of August, 2008.

_____
NOTARY PUBLIC

_____
PRINTED NAME

_____
MY COMMISSION EXPIRES

COMPANY NAME: Waiting Time Toys, Inc.
ADDRESS, CITY, STATE & ZIP CODE: PO Box 1225 Roseville CA 95678
PHONE: 800-766-8697 NUMBER:
CONTACT NAME AND TITLE: Susan Pillon CEO/Sales
WEB ADDRESS: waitingtimetoys.com EMAIL: supillon@waitingtimetoys.com
FEDERAL TAX ID NUMBER: 32841149 TEXAS SALES TAX NUMBER:

Quote Number : 00006767

WAITING TIME TOYS

P.O. Box 1225, Roseville, CA 95678

Fax to : Margarita
From : Pat Kraus 800-766-8697
Fax: 916-786-0

Bill To:

Hildago County WIC Program
Attn: Accounts Payable
3105 W.University Drive
Edinburg, TX 78539

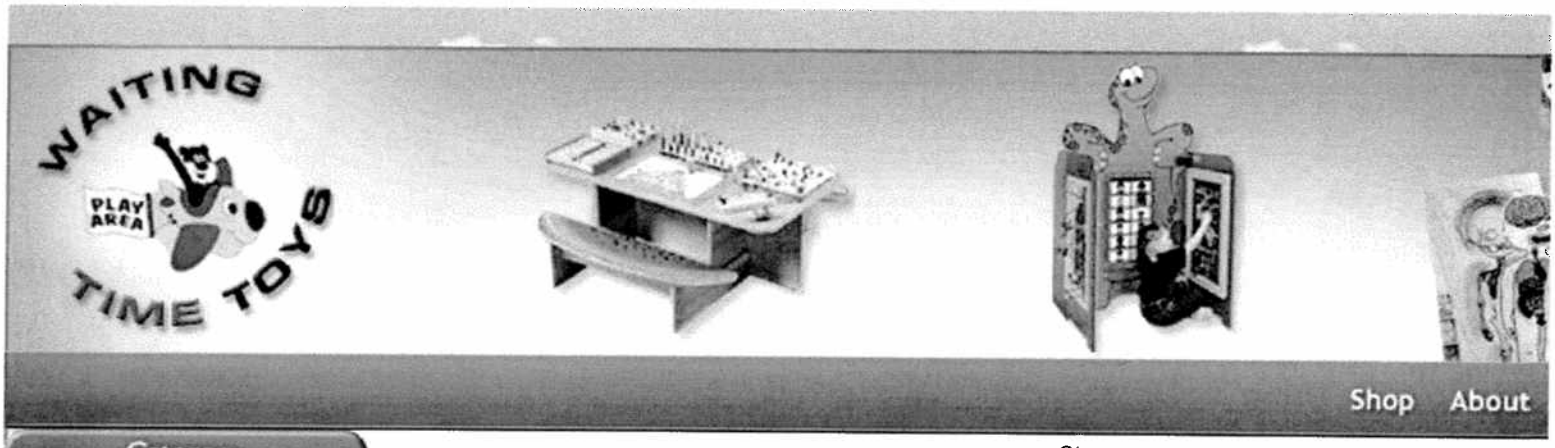
Ship To: Hildago County WIC Program
Attn: Accounts Payable
3105 W.University Drive
Edinburg, TX 78539

Salesperson	Cust P.O.	Ship Via	Ppd	Ship Date	Terms	Inv. Date	pg
					Net 30	6/26/08	1

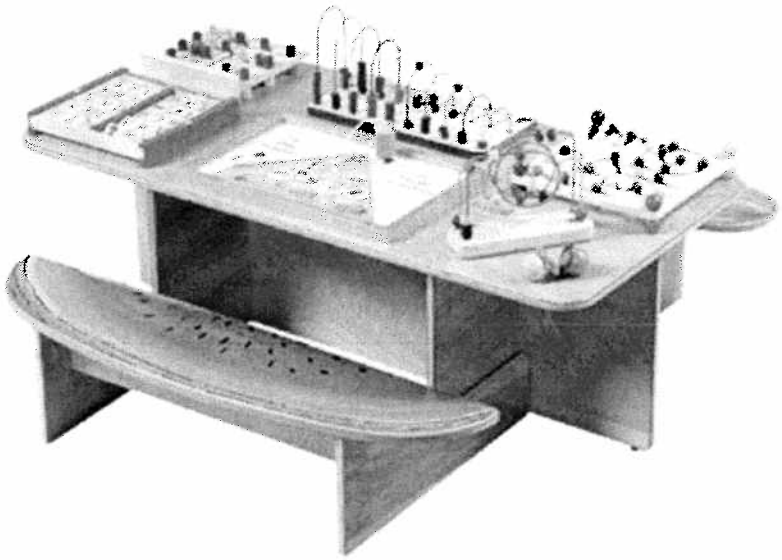
Qty.	Item No.	Description	Price	Disc %	Ext.Price	Tax
5	WTT-0042	Tortoise Table Nutr.w/Frt Bnch	$780.00	5%	$3,705.00	
		Waiting Time Toys: 800-766-8697				

956-381-4646
951-380-4056

Total :	$3,705.00
Shipping & Handling :	$390.00
Sales Tax :	$0.00
Total Amount :	$4,095.00
Total Applied :	$0.00
Balance Due	$4,095.00



Store



Email this to a friend

Tortoise Table

Shown with optional Pyramid and Fruit Benches.

Your Price	Qty
$835.00	1

Product Options

Bench Options

with fruit benches and food guide pyramid

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"
"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: August 26, 2008

Re: "Sole Source Declaration" - Waiting Time Toys, Inc.

Hidalgo County WIC Program participants are women, infants and children. A need exists to provide recreational/educational juvenile furniture for the infants and children that accompany participants to the WIC Program Clinics. One of the items is an educational table which is the sole invention and manufactured product by Waiting Time Toys, Inc.

Therefore, the Hidalgo County WIC Program requires the purchase of educational juvenile sized tables from the sole inventor and manufacturer of the tortoise table nutrition with fruit bench from Waiting Time Toys, Inc.

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-10711 **21.H.1.**

Mowing & Lawn Care Services for Hidalgo County Owned Properties
CC REGULAR

Date: 08/26/2008
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet.(i.e. specifications and draft contract document) as attached hereto for "Hidalgo County Buildings and Grounds-Mowing & Lawn Care Services for Hidalgo County Owned Properties" (RFB No. 2008-042)

BACKGROUND

Proposed Schedule of Events:
1st advertisement : August 30, 2008
2nd advertisement: September 6, 2008
Bid Opening Date September 17, 2008

Fiscal Impact

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

BUDGETARY IMPACT:

For funding availability please the attached 2008 Expense Report for Object 424 (dated as of 8/21/08).

Attachments

Link: Memo Exhibit "A" & Draft contract
Link: 2008 Exp Rpt for Obj 424

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:10 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:55 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 01:26 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 12:09 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Elena Gomez

Started On: 08/19/2008 11:50 AM

Final Approval Date: 08/22/2008

MEMORANDUM

TO: **Daniel Flores,**
Hidalgo County Building & Grounds

FROM: Elena Gomez, Buyer
Purchasing Department

DATE: August 18, 2008

RE: Approval of specifications for: RFB 2008-042-00-00
"MOWING & LAWN CARE SERVICES FOR HIDALGO COUNTY OWNED PROPERTIES"

Please review and sign off your approval, disapproval, or add information if needed to these specifications and remit your response to the Purchasing Department as soon as possible. Due to time constraints your immediate attention is necessary.

_____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

8-1100-419-40-220-001-0-431 BUDGET ACCOUNT #

Add additional information to the bid packet: _____

_____

_____

_____

_____

_____ Daniel Flores 8/18/08

AUTHORIZED SIGNATURE PRINTED NAME: DATE

Exhibit "A"
HIDALGO COUNTY BUILDING AND GROUNDS
"MOWING AND LAWN CARE SERVICES FOR HIDALGO COUNTY OWNED PROPERTIES"
BID NO.: 2008-042-00-00
SPECIFICATIONS

The following are the minimum specifications for **"Mowing and Lawn Care Services for Hidalgo County Owned Properties"**. Please note exceptions or variations.

SCOPE OF SERVICES:
Hidalgo County is in need of "Mowing & Lawn Care Services" for several lawns/properties. The services contract will encompass all project-related services of the mowing and maintaining of lawns/property for the County of Hidalgo including, but not limited to, the following:

SPECIFICATION/REQUIREMENTS:

1. All mowing of grass will be within Hidalgo County.

2. 12 - 15 Feet wide of Shoulders (surrounding the properties included in the contract) is to be mowed.

3. Grass/Weeds around any signs, edges of sidewalks, edges of roads and driveways etc. must be mowed and trimmed with weed eater.

4. Mowing and trimming must be done on an **"AS NEEDED BASIS".**

5. Any kind of litter/debris/objects must be removed by awarded vendor before mowing is initiated for **safety precautions as per Hidalgo County Safety Divisions**.

6. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions as per Hidalgo County Safety Divisions.**

7. Service hours will be arranged with person listed for each corresponding property included in the contract.

8. Awarded vendor must provide all necessary equipment for such services. All equipment to be used for these services must be up to date with all safety regulations and inspections for **safety precautions as per Hidalgo County Safety Divisions**.

9. Before mowing and maintenance service is initiated prior notification must take place by getting in contact with the contact person at the property location. No mowing or lawn care services without proper notification will be permitted.

	Contact's Name	Property	Property Address	Telephone #	Approx Size
1	Mr. Buddy Silva	Judge Mario E. Ramirez, Jr. Juvenile Justice Center	1001 N Doolittle Edinburg, TX 78541	(956) 381-8600	3 acres
2	Daniel Flores	Land	Hwy 1015- 5 mile S.Bus. 83, Progresso, Tx.	(956) 289-7851	5 acres
3	Daniel Flores	The Mansion	2401 N. Moorefield Rd., Mission, Tx.	(956) 289-7851	
4	Daniel Flores	San Carlos Warehouse	E.- 107 & 6th. St., San Carlos, Tx.	(956) 289-7851	
5	Daniel Flores	Cemetery	- Richardson Rd. Edinburg, Tx.	(956) 289-7851	
6	Daniel Flores	Courthouse Lawn	100 N. Closner, Edinburg, Tx.	(956) 289-7851	
7	Daniel Flores	Old Admin. Building Including parking lots	100 E. Cano, Edinburg, Tx	(956) 289-7851	

10. After mowing and lawn care services has been completed, the contact person at the appropriate property location must be notified for inspection and approval of such mowing and maintenance of property.

11. Any and all invoices must be submitted to Hidalgo County Building & Grounds. Invoices for such services must state date, service location, number of acres mowed, and amount.

12. Bid price must be per acre (depending on size ¾, ¼, or ½) or lots.

13. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

14. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

15. 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 term.

16. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.

17. The bidder or bidders awarded the contract **shall not engage the services of a subcontractor without the prior written consent of Hidalgo County**. When requesting written consent from Hidalgo County to retain a subcontractor to perform services, hereunder, the successful bidder must present evidence and submit to the County that the successful bidder and the proposed

subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit "C").

Terms:

18. Awarded vendor or vendors shall provide services for **One Year** with the County of Hidalgo Contract having a sole option for an additional one-year extension. Hidalgo County reserves the right to extend the Contract for an additional year based on prior year's performance evaluation and contingent upon cost remaining unchanged. No bid price increase, otherwise same price for any extension to remain firm.

19. 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 term.

20. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for

all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **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.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

21. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

22. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. 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 Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

18. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, Month Day, 2007, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, **Month Day, 2007**.

HIDALGO COUNTY
"MOWING & LAWN CARE SERVICES FOR HIDALGO COUNTY OWNED PROPERTIES "

BID NO. 08-042-00-00

BID PAGE

BID PRICE PER ACRE: $_____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

_____

CITY/STATE/ZIP CODE: _____

_____

PHONE/FAX/CELL NO.:_____

E-mail Address_____

AUTHORIZED SIGNATURE & DATE:

_____

PRINTED NAME:_____

TITLE:_____

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-000-00-00

THIS CONTRACT is made and entered into this—— day of_____, by and between the **County of Hidalgo, Texas** ("County"), and_____ ("Company").

WHEREAS, Company responded to request for bids for "_____" (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within Hidalgo County_____ and other Hidalgo County sites specified in Exhibit "B" for "_____" . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

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

3. This Contract shall be for a period beginning _____ and ending _____ _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected

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

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

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

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

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

14. In case any one or more of the provisions contained in this Agreement shall for any

DRAFT

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on, _____

APPROVED AS TO FORM:

By:_____
Atlas & Hall, LLP

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-419-40-220-001-0-424	GEN GOVT BLDG-LAWN CARE	21,000.00	.00	14,320.00	14,320.00	6,680.00	68.19
8-1100-423-21-280-002-0-424	JAIL-LAWN CARE	2,500.00	.00	.00	.00	2,500.00	.00
8-1100-432-00-121-001-0-424	SANITATION PCT.1-LAWN CARE	950.00	.00	.00	.00	950.00	.00
1100 GENERAL FUND		**24,450.00**	**.00**	**14,320.00**	**14,320.00**	**10,130.00**	**58.57**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-424	PCT.2 P/U RD-LAWN CARE	2,000.00	.00	.00	.00	2,000.00	.00
1202 R&B PRECINCT NO.2		**2,000.00**	**.00**	**.00**	**.00**	**2,000.00**	**.00**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-424	PARKS PCT.1-LAWN CARE	950.00	.00	950.00	950.00	.00	100.00
1211 PARKS PRECINCT NO.1		**950.00**	**.00**	**950.00**	**950.00**	**.00**	**100.00**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
8-1295-423-00-330-028-0-424	WESL B/C-LAWN CARE	4,000.00	.00	.00	.00	4,000.00	.00
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**4,000.00**	**.00**	**.00**	**.00**	**4,000.00**	**.00**
8 YEAR		**31,400.00**	**.00**	**15,270.00**	**15,270.00**	**16,130.00**	**48.63**

AI-10767 **21.H.2.**

Removal/Remediation/Abatement of Vinyl Floor Tile
CC REGULAR

Date: 08/26/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Pursuant to the report issued from testing performed, requesting approval of a proposal from Clean Air Solutions, LP through the county's participation/membership with (TIPS) The Interlocal Purchasing Systems contract # 08-919 for the provision of labor and materials but not limited to any other accessories as may be needed for removal of vinyl floor tile in the office space area previously occupied by the Fire Marshal at the former administration building (second floor south wing) located at 100 E. Cano, Edinburg, Texas with authority to issue a purchase order for same under project in an amount not to exceed as follows:
A. Requisition #137235 for the removal of floor tile (asbestos) and dispose of materials in the total amount of $2,500.00
B. Requisition # 137546 to strip court entry door/stain, replace court lettering at the Hidalgo County 398th District Court
in the amount of $2,180.56

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100419402200010431
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $80,404.58 as of 8/21/08.

Attachments

Link: Asbestos Removal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:19 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 01:25 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 04:04 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 12:45 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Matilde Faz

Started On: 08/20/2008 04:45 PM

Final Approval Date: 08/22/2008

Requisition

Req # 00137235

PO #

Date: 08/08/08

Bill To: x
x

Regular # 10767 8/26/08

Vendor : 347647
CLEAN AIR SOLUTIONS, LP
111 BRAND LANE, STE 400
STAFFORD TX 77477
FAX (281)499-6655

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: **ALMA**
956-289-7851

Contract No:

Special Instructions:
REQ 979 REF: WORK ORDER 08-919

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TIPS CONTRACT 1052507 DO NOT DUPLICATE ORDER		
1	EACH	REMOVAL OF ASBESTOS FLOOR TILE FROM FIRE MARSHAL'S OFFICE	2,500.00	2,500.00
		Account No	Encumbrance	
		8-1100-419-40-220-001-0-431	2,500.00	
			Freight	.00
			Total	2,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

137235

July 8, 2008

CAS Companies

Javier Carreon
Project Manager
Hidalgo County Buildings & Grounds
PO Box 1356
Edinburg, Texas 78540

via email: javier.carreon@co.hidalgo.tx.us

W.O. # 08-919

RE: **Asbestos Abatement**
Hidalgo County Annex Building
CAS Quote # 2008-193ST-06

Dear Mr. Carreon:

CAS Companies is pleased to provide you with this proposal for the removal of asbestos floor tile in the Marshall's Office in the Annex Building.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS)** whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

Scope of Work

1. Remove floor tile (asbestos) and dispose of material.

Bid Amount $2,500.00

CAS Companies requires a signed proposal by Hidalgo County Buildings & Grounds to schedule the work.

Sincerely,

Allan R. Moore

Allan R. Moore

Need PO # for work @ Old Annex BG (Old fire marshall office)
8-6-2008

Acceptance: _____

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

To schedule the work, please sign and fax back to our office (281) 499-6655.

By signing above, customer authorizes performance of the agreed to work and shall pay for the services and/or other services authorized and agreed to by customer. All charges shall be paid immediately upon completion of the performed services. Customer expressly agrees to pay all costs for collection of payment, if necessary, including attorney's fees and court costs. Interest on an open balance is billed at the higher of 2% per month or the maximum lawful rate.

In acceptance of this proposal submitted, please issue the Purchase Order to:

CAS Companies
111 Brand Lane, #400
Stafford, Texas 77477
Toll: 888-599-4747
Fax: 281-499-6655

Trades, Temporary Labor & Materials
Contract #1052507
(Ref: TIPS)
Contact – Kim Thompson
866-839-8477

Requisition

Req # 00137546

PO #

Date: 08/14/08

Regular # 10767 8/26/08

Bill To: x
x

Vendor : 347647
CLEAN AIR SOLUTIONS, LP
111 BRAND LANE, STE 400
STAFFORD TX 77477
FAX (281)499-6655

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 1011

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TIPS CONTRACT NO. 1052507 DO NOT DUPLICATE ORDER		
1	EACH	Proposal to Repair the Ceiling at the 398TH District Court	2,180.56	2,180.56
		Account No	Encumbrance	
		8-1100-419-40-220-001-0-431	2,180.56	
			Freight	.00
			Total	2,180.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Ref 137546 181590

June 17, 2008

CAS Companies

Javier Carreon
Project Manager
Hidalgo County Buildings & Grounds
PO Box 1356
Edinburg, Texas 78540

via email: javier.carreon@co.hidalgo.tx.us

RE: **Work Order Requests**
Hidalgo County 398nd District Court
CAS Quote # 2008-144ST-06

Dear Mr. Carreon:

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal for the repairs to the ceiling at the 398th District Court.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS) Contract No. 1052507** whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

Scope of Work

1. Strip court entry door / stain, replace court lettering at the Hidalgo County 398th District Court.

Bid Amount $2,180.56

CAS Companies requires a signed proposal by Hidalgo County Buildings & Grounds to schedule the work.

Sincerely,

Allan R. Moore

Allan R. Moore

Need P.O. to remodel 398th Ct. Courthouse (Javier)

8-13-2008

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

AI-10743 **21.I.1.**

Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office

CC REGULAR

Date: 08/26/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to lowest vendor meeting all specifications and requirements with the approval of contract for: "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office". RFB No. 2008-256-08-20-otm

BACKGROUND

Letter Recommendation from Tax Office
Participation Log
Tab Sheet
Draft Contract (form approved by Legal)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/21/08 $27,123.51

Attachments

Link: participation log
Link: tab sheet
Link: Letter of Recommendation
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:39 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:59 PM	APRV
3	Erika Reyna	Erika Reyna	08/22/2008 10:49 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 12:50 PM	APRV

5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV
Form Started By: Olga Montero			Started On: 08/20/2008 02:33 PM	
Final Approval Date: 08/22/2008				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: August 20, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT /BID DESCRIPTION: Hidalgo County Tax Assessor/Collector
"Printing Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year of 2008 to the Edinburg Post Office"

BID No.: 08-256-08-20-otm

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF ADDRESSING STAFF MAIL OUT	DATE	ADDRESS & PHONE No
1. Laser Printers & Mailing Service Katy 210-590-6565 (210) 590-1620 fx	fed ex	Olga T. Montero	8/4	8701 Perrin Beitel San Antonio, TX. 78217
2. Easy Access Mike Braun 682-3466 (956) 682-0372 fx Attn Pauline	mail	Olga T. Montero	8/4	4200-A N. Bicentennial Dr. McAllen, TX. 78504
3. Gateway Printing Rudy 383-3861	mail	Olga T. Montero	8/4	315 S. Closner St. Edinburg, TX. 78539
4. Copy Zone Attn: Tony Caorso 668-9600 (956) 668-7818 fax	mail	Olga T. Montero	8/4	4131 N. 10th. St. McAllen, TX. 78504
5.Sam Hughes 405-310-6508 home	fed ex	Olga T. Montero	8/4	304 Summit Way Norman OK 73071
6. Myriad Systems Inc (MSI) Rick Lawson 405-478-9000 fax 405-478-8315	fed ex	Olga T. Montero	8/4	2627 E. I-44 Service Road Oklahoma City, OK 73111
7. Ramon Perez dba Express Business Services 661-0621	mail	Olga T. Montero	8/4	1501 W. Hwy 83 Ste 112 McAllen Tx 78501
8. QuestMark Information Magmt (713) 662-9022 C/O Eddie Dolan	Fed ex	Olga T. Montero	8/18	9440 Kirby Drive Houston Texas 77054

9. PSC Info Group Charlie McGee (610) 650-3964	Fed Ex	Olga T. Montero	8/16	106 Montgomery Avenue Oaks, PA 19456
10. OutSource Data Center (713) 864-3311	Fed Ex	Olga T. Montero	8/8	1000 N. Post Oak Rd Ste 250 Houston Tx 77055
11. American Print Management c/o Melissa R. Miley (717) 709-0990	Fed Ex	Olga T. Montero	8/8	1051 Sheffler Drive Chambersburg, PA 17201
12. The Data Center c/o Jennifer Willis (888) 978-0101	Fex Ed	Olga T. Montero	8/8	1827 South Fremont Drive Salt Lake City Utah 84104

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET
Bid No. 08-256-08-20-otm

DEPARTMENT NAME: Hidalgo Count -Tax Assessor/Collector

BID OPENING DATE: August 20, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Printing Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the year of 2008 to the Edinburg Post Office "

BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	**QuestMark Information** **9440 Kirby Drive** **Houston, Texas 77054**	**Item I – $27,790.00** **Item II – $5,600.00** **Item III – $15,330.00**	**$48,720.00**
#2	**Easy Access, Inc.** **4200-A N. Bicentennial Dr.** **McAllen, Texas 78504** ✓	**Item I – $12,495.00** **Item II – $2,625.00** **Item III – $7,187.00**	**$22,307.00**
#3	**OutSource Data Center** **1000 N. Post Oak Rd., Suite 250** **Houston, Texas 77055**	**Item I – $0.050 per statement** **Item II – $0.035 per image** **Item III – $8,750.00 lump sum**	**$29,750.00** ****total bid amount given for reference only, actual billing will be on actual quantities**

PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

RECEIVED
AUG 21 2008
By NL 8:48 AM

To: Armando Barrera Jr. RTA
Tax Assessor-Collector
Attn: Paul Villarreal Jr. RTA

From: Olga T. Montero, Buyer
Purchasing Dept.

Date: August 20, 2008

Ref: Recommendations for Bid No. 2008-256-08-20-otm

Please review the attached tabulations for the above referenced project. Submit your recommendations by today so we can place on Commissioner's Court for award by next scheduled Commissioners Court.

If you should have any questions, please contact me at (956) 318-2626.

Recommended Vendor(s): Etsy Access

Account Number(s): _____

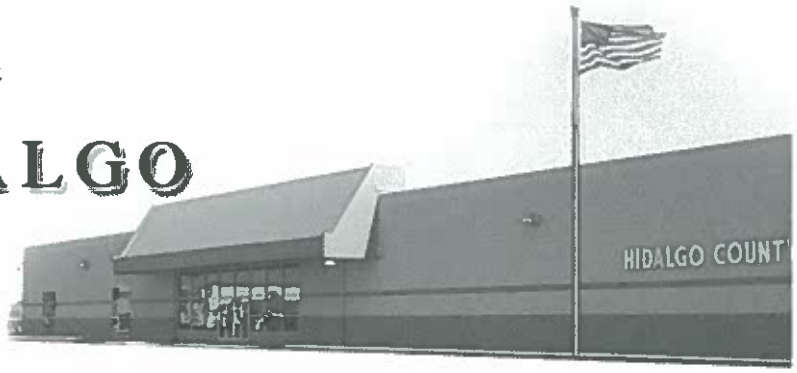
Signature

8/21/2008
Date

Encl.

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

August 20, 2008

Ms. Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2804 S Bus 281
Edinburg, Texas 78539

Re: Bids on 2008 Tax Statement and Tax Rolls

Dear Ms. Salazar:

Recommendation is hereby made in favor of EASY ACCESS of McAllen, Texas for the amount of $22,307.00. EASY ACCESS is the lowest bidder by $7,443.00 lowest the next lowest vendor.

EASY ACCESS has performed the job in the past and done a good job.

Sincerely,

Armando Barrera Jr., RTA
Tax Assessor/Collector
Hidalgo County Tax Office

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-256-08-26

THIS CONTRACT is made and entered into this **26th** day of **August**, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Easy Access, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Printing Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for Year 2008 to the Edinburg Post Office"** for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office 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. The period of performance of company's services and the term of this contract shall be for a period of two weeks or less upon receipt of data tapes or FTP files from Tax Assessor/Collector. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

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

Easy Access, Inc.
4200-A N. Bicentennial Drive
McAllen, Texas 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 200_8.

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Easy Access, Inc.

By:_____

Printed Name:_____

Title:_____

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

By:_____

EXHIBIT "A"

SPECIFICATIONS

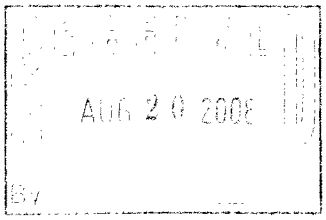
EXHIBIT "B"

BID PAGE

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING TAX ROLLS, FOLDING, INSERTING, PRE-SORTING AND DELIVERING OF NEW TAX STATEMENTS FOR THE YEAR OF 2008 TO THE EDINBURG POST OFFICE"
BID No: 2008-256-08-20-otm
Bid Opening Date: August 20, 2008 at 9:30 AM



FORMAL BID:

ITEM I:	APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS	$ 12,495.00
ITEM II:	APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES	2,625.00
ITEM III:	FOLDING, INSERTING , PRE-SORTING AND DELIVERING OF TAX STATEMENTS (ITEM I) TO EDINBURG POST OFFICE	7,187.00
	TOTAL BID PRICE:	$ 22,307.00

BIDDER/COMPANY NAME: EASY ACCESS, INC.

ADDRESS: 4200-A N. BICENTENNIAL DR

CITY/STATE/ZIP CODE: MCALLEN, TX 78504

PHONE NUMBER: (956) 682-3466 **FAX NUMBER:** (956) 682-0906

AUTHORIZED SIGNATURE:

PRINTED NAME: M.G. (MIKE) BRAUN, JR

TITLE: SPECIAL PROJECTS DIRECTOR **DATE:** 08/15/2008

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2008

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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
EASY ACCESS INC.
4200 A N. BICENTENNIAL
MCALLEN TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SAFECO	
INSURER B: TEXAS MUTUAL INS. CO	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	02BP182958-5	05/16/2008	05/16/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	04BA482687-5	05/16/2008	05/16/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001168510-07	05/16/2008	05/16/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

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

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED.

JOB: PRINTING OF TAX ROLL, FOLDING, INSERTING, PRE-SORTING FOR THE YEAR 2008

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E. CANO
4TH FLOOR ADM BLDG
EDINBURG TX 78539-

CANCELLATION AI 103540

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-10758 **21.J.1.**

Approval of Invoice from Indoor Environmental Consultants, Inc.
CC REGULAR

Date: 08/26/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Budget & Management

Information

CAPTION

Budget & Management for Buildings & Grounds/District Clerk's Office:
Presentation for discussion, consideration, acceptance and approval of payment of invoice #1107-010, in the amount of $758.43, dated 11-26-07 submitted by Indoor Environmental Consultants, Inc. (awarded vendor through County's membership/participation with TCPN) for the provision of services related to water intrusion investigation on the first floor of the Courthouse, specifically District Clerk's Office file room subject to review & processing procedures through the Auditor's office and approval for County Treasurer to issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $3795.00 as of 8/21/08.

Attachments

Link: Indoor Air Quality Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/21/2008 01:02 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 01:03 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 03:22 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	PEND

Form Started By: Marty Salazar Started On: 08/20/2008 04:16 PM

Final Approval Date: 08/22/2008

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, July 16, 2008 11:33 AM
To: 'valde.guerra@co.hidalgo.tx.us'; 'Daniel Flores'
Cc: 'nielda.cavazos@co.hidalgo.tx.us'; 'monica.badillo@co.hidalgo.tx.us'; 'Ramon Vela'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW: District Clerk file room

Messrs. Valde & Daniel,
This is the latest response received from Mr. Byron Ware from IEC, Inc. detailing the events leading to the provision of testing services at the District Clerk's office. We are doubling checking to determine whether this company has any type of coop awards. However, the fact still remains that no purchase order was ever requested or issued to this company to conduct the services/tests. As I previously pointed our to Natalie (VP Marret's assistant), Mr. Ware clearly recognizes the need for the issuance of a purchase order inasmuch as his cover letter for his proposal/quote dated 11-2-07. Why he proceeded (possibly because of apparent pressure and urgency conveyed to him by different parties) to conduct the work appears to be the main issue. The company conducted other environmental work for the County (court of appeals at Old Admin. Bldg.) through a purchase order.
Thanks, Marty!

From: Byron Ware [mailto:bware@cleanducts.com]
Sent: Tuesday, July 15, 2008 10:44 AM
To: Martha.salazar@co.hidalgo.tx.us
Cc: Rod Marett; Natalie
Subject: District Clerk file room

Dear Ms. Salazar,

I would like to thank you for your efforts in getting this issue resolved. As I recall the circumstances:

- Sometime in late October of 2007 I got a phone call from Javier Carreon requesting that IEC do an inspection of the District Clerk office - specifically a file room where some moisture intrusion had occurred.
- IEC submitted correspondence with a cost estimate for these services on or about Nov 2, 2007.
- I had told Mr. Carreon that I could do this inspection the next time I was in the area - and we agreed that I would call him when I could do the work.
- On Nov 2, 2007 I was in the area and called Mr. Carreon about going over to the District Clerk building - he gave me directions of where to go and who to talk to about the area of concern
- Upon arrival at the building - I spoke with Adriana Garcia (Assistant Chief Deputy-Hidalgo County District Clerk)
- I was given instructions of where to test and shown the file room in question
- After the inspection and testing was performed - a written report was created documenting the investigation and forwarded to the District Clerks office.
- Between the time of the inspection and the delivery of the report, I received several calls

expressing the urgency of the report - apparently it was needed for the clerk's office to submit for documentation that appropriate conditions existed in the file room

- At this point, it appears that a purchase order was not generated for this work?? In our effort to supply prompt and professional work to the District, IEC supplied our services on the specific request of Mr. Carreon and subsequently by the added requests of Ms. Garcia for the report.

We would appreciate your help in getting this issue resolved and payment for our requested services paid. Please call me with any questions you may have!

Best Regards,

Byron Ware

Indoor Environmental Consultants, Inc.
Phone: 800-288-3828
Cell: 832-746-8805
Fax: 713-266-1586
www.iecinc.net
bware@cleanducts.com

8/18/2008

TCPN

The Cooperative Purchasing Network

Expired, Cancelled, or Non-Renewed Contracts

Vendor	Category	Contract #	Expired Non-Renewed
Assured Indoor Air Quality	Indoor Air Quality Services	R4600	8/31/07
Artopex, Inc.	Furniture, Office & Instructional	R4802	6/30/08
Binswanger Glass	Automotive/Building Glass and Glazing	R4692	8/31/07
Brawner Paper Company, Inc.	Commercial Floor Care Equipment & Related Items	R4618	2/29/08
Campus Tech	Computers, Components, Peripherals, Software	R4712	
Competitive Benefits Administrators	Retirement & Ancillary Employee Benefit Products	R4700	8/31/08
Co-nexus Communication Systems	Call Recording Software	R4681	6/30/08
Contract Interiors	Furniture, Office, Instructional or Library	MO733	
Corniche Travel	Travel Management	R4700	2/29/08
CXT Incorporated	Playground Systems and Related Services	R4616	2/28/07
D & D Design	Cabling Products & Services (Supplemental)	R4701	8/31/08
Davidson Titles, Inc.	Books	R4548	12/31/07
Dow Pipe & Fence Supply Company	Fencing Materials, Installation and Related Items	R4612	2/29/08
East Texas Supply	Janitorial Chemicals	R4683	6/30/07
eChalk	Web Based Communication System	R4605	8/31/07
Edusoft	Web-based Student Assessment Platform	R4604	8/31/07
Engineering Systems, Inc	Indoor Air Quality Services	R4601	8/31/07
Holze Music Company	Musical Instruments etc.	R4693	
Indoor Environmental Consultants, Inc.	Indoor Air Quality Services	R4599	11/30/07
Konica Minolta	Document Management Services (Copiers)	R4690	2/29/08
Palmer Hamilton	Furniture: Library, Office or Science	R4629	6/30/07
Palmer Snyder	Furniture: Library, Office or Science	R4589	6/30/07
RBS Lynk	Credit Card Merchant Services, Affinity Cards	R4748	11/30/07
Scantron	Scanning and Assessment Services	MO741	10/31/07
School Health Corporation	Sports Equipment	R4563	2/29/08
Shade N Net	Shade Structures	MO782	5/31/07
Smarketing Business Systems	Arts and Crafts Equipment and Supplies	R4613	1/31/08
Smith System Manufacturing	Furniture, Instructional	R4631	2/29/08
Superior School Supplies/eTritionWare	Food Service Management Software & Hardware	R4793	6/30/08
Technology Resource Center (TRC)	Software Supplier - Volume Licensing	R4662	CDW-G
The Playwell Group	Playground Systems	R4615	5/30/08
The Science Lab	Furniture: Library, Office or Science	R4596	8/31/07
Thomson Gale	Information Subscription Databases	R4580	5/31/07
Traffipax, Inc.	Automated Traffic Enforcement Systems	R4790	6/30/08
Triand, Inc	Integrated Educational System	R4606	9/30/07

TCPN
The Cooperative Purchasing Network

TCPN CONTRACT INFORMATION

Contract:	Environmental Services
Awarded Vendor:	Separation Systems Consultants (SSCi)
TCPN Contract Number:	R4747 *(All PO's must reference "Per TCPN Contract")*
Contract Expiration Date:	November 30, 2008
Number of Annual Renewals:	1
Approved Products/Services:	Environmental Services and Related Items and Services
Order Placement:	1. All PO's must be made out to the awarded vendor and reference "Per TCPN Contract." **2. PO's must be sent to the TCPN office by fax, email or mail.** 3. TCPN will review PO for compliance and forward to vendor on same day received.
Pricing:	TCPN Member Agency is requested to call the vendor for pricing for the specific job requirement. Price schedule is on file at TCPN.
Other:	Click here for other services offered
Other:	
Online Ordering Availability:	Not applicable
Freight/Delivery:	
Vendor Contact:	Douglas W. Jackson, Vice President 17041 El Camino Real,Suite 200 Houston, TX 77058 Phone: 281-486-1943 Fax: 281-486-7415 djackson@sscienvironmental.com
Vendor Website:	http://www.sscienvironmental.com
Vendor MWBE/HUB Status:	Certified
TCPN Authorizing Statutes:	Texas Government Code, Title 7. Intergovernmental Relations, Chapter 791 Interlocal Cooperation Contracts, Subchapter B, General Interlocal Contracting Authority, Subchapter C, Specific Interlocal Contracting Authority. Arizona Revised Statues 41-2631 et seq; 41-2632 et seq.; 15-213 et seq; A.A.C. R7-2-1101 et seq. and A.A.C. R7-2-1191 et seq.
TCPN Order Processing:	Tel: 713-744-6356 or Toll-free: 888-884-7695 Fax: 713-744-0648 or Toll-free fax: 800-458-0099 Email: tcpn@tcpn.org

Print this Page

» Close

Indoor Environmental Consultants, Inc.

7010 W. Hwy 71, Suite 340, PMB 381
Austin, TX 78735-8331
512-637-1831
EIN: 74-2996176

Invoice

Date	Invoice #
11/26/2007	1107-010

County of Hidalgo
Javier Carreon
3100 S Business 281
Edinburg, TX 78539

P.O. No.	Project	Terms
	Courthouse	Due on receipt

Description	Qty	Rate	Amount
11-2-07 Water Intrusion Investigation - First Floor District Clerk's Office File Room - Hidalgo County Courthouse	1	758.43	758.43

Total $758.43

For past due accounts, a 1.5% finance charge will be added to the balance for every month the account is past due. In addition, any costs incurred to collect on the past due account will be added to the balance due.
TACLA019034E - Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599.

AI-10771 **21.K.1.**

BCAP PRECINCT NO 2- Northside Village Pymt Appl #2
CC REGULAR

Date: 08/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No 2 in the amount of $32,980.50 from J.M. Construction contracted vendor for North Side Village Subdivision submitted by engineer R. Gutierrez Engineering, Corporation. C-CAP-07-032-01-14

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-503-1-734/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 599401 has $38,740.00 available in object 733 and $33,082.20 available in object 733, as of 8/21/08.

Attachments

Link: 10771

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:26 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 01:27 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 04:41 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 09:09 AM	APRV
5	Mike Escaname		08/22/2008 05:41 PM	NEW

Form Started By: Laura Moya Started On: 08/20/2008 05:04 PM

Final Approval Date: 08/22/2008

laura.moya

10071

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Wednesday, August 20, 2008 4:36 PM
To: Martha.Salazar@co.hidalgo.tx.us
Cc: 'laura.moya'; 'Rossana Schettino'; Valde Guerra; humberto.garza@co.hidalgo.tx.us
Subject: Payment Request for Noth Side Village
Attachments: appl payment 2 northside village.PDF

Please place the above-referenced item on Commissioner's Court agenda for Tuesday August 26, 2008. Application #2 North Side Village.

Thanks

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner 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 Administrative Assistant

Date: 08 August 2008

Subject: Request Approval to Pay Application for Payment No. 2 – North Side Village Subdivision CSJ:2C1080503 a 2nd Call Colonia Project.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday August 19, 2008.

Precinct 2 is requesting approval to pay Application for Payment NO.2 for the above – subject 2nd Call Colonia Project. The amount of the request is $32,980.50 as approved by the project engineer R. Gutierrez Engineering Corp. The project contractor is J.M. Construction.

Account Number: 8-1311-431-00-122-503-1-734
8-1311-431-00-122-503-1-733
Purchase Order Number: 599401

Please insure that the correct contract number is included.

If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PMT #2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: J.M. Construction (CONTRACTOR)
Contract: C-CAP-07-032-01-14
Project: North Side Village
OWNER's Contract No. C-CAP-07-032-01-14 ENGINEER's Project No. ENG05.012p
For Work accomplished through the date of: 4-Jun-2008

1.	Original Contract Price:		$ 82,831.20
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 82,831.20
4.	Total completed and stored to date:		$ 47,654.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 4,765.40	
	10% of stored material:	$ -	
	Total Retainage:		$ 4,765.40
6.	Total completed and stored to date less retainage (4 minus 5):		$ 42,888.60
7.	Less previous Application for Payments:		$ (9,908.10)
8.	Balance to Finish:		$ 35,177.20
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 32,980.50

P.O.# 599401
8.1311.431.00.122.503.1.734
8.1311.431.00.122.503.1.733

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4-Jun-08 J.M. Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of June 2008

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Notary Public
My Commission expires: 12/16/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4-Jun-08 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.

INVOICE RECEIVED BY:
ON 6/10/08
GOODS/SERVICES RECEIVED BY:
ON 6/4/08

AI-10773 **21.K.2.**

BCAP PRECINCT NO 2 - NORTH ALAMO VILLAGE
CC REGULAR

Date: 08/26/2008
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 2 for North Alamo Village for material and work adjustments in the amount of $8,110.70 (decrease) and increase of 15 days by project engineer is R. Gutierrez Engineering Corporation, and contractor is Closner Construction Co, a Border Colonia Access Program Project(s). C-CAP-07-031-01-14

B. Presentation for discussion, consideration, acceptance and approval of Application for Final Payment in the amount of $39,743.82 and Application for Retainage Release in the amount of $25,696.39 from Closner Construction contracted vendor for North Alamo Village Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-07-031-01-14

C. Requesting approval of "Certificate of Construction Completion" submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of June 27, 2008 for North Alamo Village Subdivision with contractor Closner Construction Co. C-CAP-07-031-01-14

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-494-1-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 602170 has $32,977.92 available in 733 & $11,181.88 available in 734 as of 8/21/08. Available in acc# ending 733 is $12,166.12 & in acc# ending 734 is $0.00.

FISCAL YEAR: **ACCT. #:** 8-1311-126-20-000-001-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $28,752.36 as of 8/21/08.

Attachments

Link: 10773

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:46 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 02:11 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 05:02 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 08:57 AM	APRV
5	Mike Escaname		08/22/2008 05:41 PM	NEW

Form Started By: Laura Moya Started On: 08/20/2008 05:05 PM

Final Approval Date: 08/22/2008

laura.moya 10973

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Monday, August 11, 2008 1:33 PM
To: Laura Moya
Cc: Valde Guerra; humberto.garza@co.hidalgo.tx.us; 'Rossana Schettino'; dina.trevino@co.hidalgo.tx.us
Subject: Request Agenda item change order no 2 norht alamo village
Attachments: change order 2 north alamo.PDF; Pct 2 Change Order No 2 North Alamo.doc

Laura, please place the above-referenced item on Commissioner's Court agenda for Tuesday August 19, 2008.

Thanks,
Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

change order 2 north
, Pct 2 Chang

Pct 2 Chang

CHANGE ORDER NUMBER TWO (2)

PROJECT: NORTH ALAMO VILLAGE SUBDIVISION

DATE OF ISSUANCE: June 1, 2008 **EFFECTIVE DATE:** June 1, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-07-031-11-28-LRM

CONTRACTOR: Closner Construction Co.
P O BOX 29
Mercedes, TX 78570

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ITEM 164 - 2,062 SY of Cell Fiber Seeding (Temp)(Warm) were removed
2. ITEM 164 - 2,062 SY of Cell Fiber Seeding (Temp)(Cool) were removed
3. ITEM 531 - 3.06 SY of Concrete sidewalk (4") were removed
4. ITEM 560 - 2 EA Multiple Mailboxes were removed
5. ITEM 506 - 84 SY Construction Exists (TY II) (Install) were removed
6. ITEM 506 - 84 SY Construction Exists (TY II) (Remove) were removed
7. 15 Calendar days were added
8. ITEM 432 - 8 CY of Concrete Rip-Rap were added
9. ITEM 530 - 3.44 CY of Caliche Base for Driveways were added
10. ITEM 530 - 6.20 GALS. of MC-30 were added
11. ITEM 530 - 1.77 TONS of Asphalt were added

Reason for Change Order:

1. Cell Fiber Seeding (Temp)(Warm) was never applied
2. Cell Fiber Seeding (Temp)(Cool) was never applied
3. Contractor installed only 8.94 SY of Concrete Sidewalk.
4. 2 EA Mailboxes (Multiple) were not installed.
5. Construction Exists (TY II) were not installed.
6. Construction Exists (TY II) were not installed.
7. While Hidalgo County Place Geogrid mat.
8. Concrete Rip-Rap was added as a flume for better drainage
9. Caliche base was added on two new driveways
10. MC-30 was added on two new driveways
11. Asphalt was added on two new driveways

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 264,294.60		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 780.00		Net change from previous Change Orders 15 calendar days	
Contract Price prior to this Change Order $ 265,074.60		Contract Time prior to this Change Order Substantial Completion:	90 calendar days or dates
Net increase (decrease) of this Change Order $ (8,110.70)		Net increase (decrease) of this Change Order 15 calendar days	
Contract Price with all approved Change Orders $ 256,963.90	Net % increase (decrease) from original contract price. (2.80) %	Contract Time with all approved Change Orders Substantial Completion:	105 calendar days or dates

RECOMMENDED:
By: [signature] P.E.
Engineer (Authorized Signature)
Date: 8/4/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 8-4-08

INVOICE RECEIVED BY:
[signature] ON 8/5/08

GOODS/SERVICES RECEIVED BY:
[signature] ON 8/6/08

CHANGE ORDER NO. 2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
NORTH ALAMO VILLAGE SUBDIVISION
BID NUMBER:C-CAP-07-031-11-28-LRM

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
	(905) ROADWAY										
104	12.00	12.00	12.00	SY	Removing Conc. (Sidewalk)	$ 10.00	$ 120.00	0.00	120.00	0.00	120.00
110	4,115.00	4,115.00	4,115.00	CY	Excavation (Roadway)	$ 4.75	$ 19,546.25	0.00	19,546.25	0.00	19,546.25
132	760.00	760.00	760.00	CY	Embankment (Dens. Cont) (Ty C)	$ 4.75	$ 3,610.00	0.00	3,610.00	0.00	3,610.00
164	2,062.00	2,062.00	0.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 2.25	$ 4,639.50	0.00	4,639.50	(4,639.50)	0.00
164	2,062.00	2,062.00	0.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 2.25	$ 4,639.50	0.00	4,639.50	(4,639.50)	0.00
164	4,124.00	4,124.00	4,124.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 2.25	$ 9,279.00	0.00	9,279.00	0.00	9,279.00
247	2,423.000	2,423.000	2,423.000	CY	Flexible Base (10")(County Supplies Base)	$ 16.20	$ 39,252.60	0.00	39,252.60	0.00	39,252.60
310	1,606.00	1,606.00	1,606.00	GAL	Prime Coat (MC-30)	$ 4.25	$ 6,825.50	0.00	6,825.50	0.00	6,825.50
402	150.00	165.00	165.00	LF	Trench Excavation Protection	$ 10.00	$ 1,500.00	150.00	1,650.00	0.00	1,650.00
432	6.80	6.80	14.80	CY	Concrete Rip-Rap (Cl C)	$ 475.00	$ 3,230.00	0.00	3,230.00	3,800.00	7,030.00
530	43.00	43.00	46.44	CY	Driveways (Ty PRB=1)(Flexbase)(4")	$ 28.00	$ 1,204.00	0.00	1,204.00	96.32	1,300.32
530	76.00	76.00	82.20	GAL	Driveways (Ty PRB-1)(MC-30)	$ 4.25	$ 323.00	0.00	323.00	26.35	349.35
530	22.00	22.00	23.77	TON	Driveway (Ty PRB-1) (Surf)	$ 75.00	$ 1,650.00	0.00	1,650.00	132.75	1,782.75
530	826.00	826.00	826.00	SY	Driveways (CONCRETE)	$ 58.00	$ 47,908.00	0.00	47,908.00	0.00	47,908.00
531	12.00	12.00	8.94	SY	Concrete Sidewalk (4")	$ 52.00	$ 624.00	0.00	624.00	(159.12)	464.88
502	2.00	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$ 3,500.00	$ 7,000.00	0.00	7,000.00	0.00	7,000.00
529	5,027.00	5,027.00	5,027.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 8.75	$ 43,986.25	0.00	43,986.25	0.00	43,986.25
560	2.00	2.00	0.00	EA	Mailboxes (Multiple)	$ 650.00	$ 1,300.00	0.00	1,300.00	(1,300.00)	0.00
644	5.00	5.00	5.00	EA	Small Rdsd Sgn Assm (Ty A)	$ 350.00	$ 1,750.00	0.00	1,750.00	0.00	1,750.00
506	84.00	84.00	0.00	SY	Construction Exits (Ty II)(Install)	$ 8.50	$ 714.00	0.00	714.00	(714.00)	0.00
506	84.00	84.00	0.00	SY	Construction Exits (Ty II)(Remove)	$ 8.50	$ 714.00	0.00	714.00	(714.00)	0.00
506	96.00	96.00	96.00	LF	Temp Sediment Control Fence (Install)	$ 4.25	$ 408.00	0.00	408.00	0.00	408.00
					Total Roadway :		**$ 200,223.60**	**$ 150.00**	**$ 200,373.60**	**$ (8,110.70)**	**$ 192,262.90**
	(906) DRAINAGE										
464	805.00	805.00	805.00	LF	RCP (CLIII)(18")	$ 38.00	$ 30,590.00	0.00	30,590.00	0.00	30,590.00
464	193.00	208.00	208.00	LF	RCP (CLIII)(24")	$ 42.00	$ 8,106.00	630.00	8,736.00	0.00	8,736.00
465	4.00	4.00	4.00	EA	Inlet (Ty A)	$ 1,875.00	$ 7,500.00	0.00	7,500.00	0.00	7,500.00
465	1.00	1.00	1.00	EA	Inlet (Ty C)	$ 2,875.00	$ 2,875.00	0.00	2,875.00	0.00	2,875.00
465	4.00	4.00	4.00	EA	Manhole (Ty A)	$ 2,250.00	$ 9,000.00	0.00	9,000.00	0.00	9,000.00
467	4.00	4.00	4.00	EA	Safety End Treatments (6:1)	$ 1,500.00	$ 6,000.00	0.00	6,000.00	0.00	6,000.00
					Total Drainage :		**$ 64,071.00**	**$ 630.00**	**$ 64,701.00**	**$ -**	**$ 64,701.00**
					TOTAL BASE AMOUNTS:		**$ 264,294.60**	**$ 780.00**	**$ 265,074.60**	**$ (8,110.70)**	**$ 256,963.90**

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 Administrative Assistant

Date: 11 August 2008

Subject: Agenda Item – Approval of Change Order No.2 North Alamo Village Subdivision CSJ: 2C1080494

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday August 19, 2008

Precinct 2 is requesting approval of Change Order No.2 for the above-reference Round II Colonia Project. The dollar amount of the change order will decrease by $8,110.70. Contract price after all change orders is $256,963.90. Additionally, change order No.2 includes an increase of 15 calendar days to increase the construction time to total of 105 calendar days. The project engineer is R. Gutierrez and the contractor is Closner Construction Co..

Account Number: 8-1311-431-00-122-494-1-734
8-1311-431-00-122-494-1-733
Purchase Order# 602170

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

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 7, 2008

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 East State Street
Pharr, TX 78577

Dear Mr. Vargas:

Thank you for providing a copy of Change Order #2 for Hidalgo County's 2nd-call Border Colonia Access Program project 2C1080494, North Alamo Village. The change order eliminates or reduces miscellaneous items of work not used on the project and adds time. It represents a decrease in cost of $8,110.70, and an increase in time of 15 days. TxDOT concurs with this change order

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]

Sent: Wednesday, August 13, 2008 5:51 PM

To: Martha.Salazar@co.hidalgo.tx.us

Cc: 'laura.moya'; 'Rossana Schettino'; Valde Guerra; dina.trevino@co.hidalgo.tx.us; humberto.garza@co.hidalgo.tx.us

Subject: Request for Final and Retainage Release Payment for North Alamo Village Subdivision

Attachments: appl final north alamo v.PDF; appl retainage rel north alamo v.PDF; appl retainage rel north alamo v001.PDF

Laura, please place the above-referenced items on Commissioner's Court agenda for Tuesday August 19, 2008. Attached items 1.) Application for Payment (final) North Alamo Village - 2.) Application for Retainage Release North Alamo Village – 3.) Certificate of Construction Completion.

Please note transfer to cover $11,181.88 out of R&B account is being placed on consent agenda also for 08/19/2008. Will submit P.O. increase once monies have been transferred.

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

APPLICATION FOR FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract: C-CAP-01-031-01-14-LRM
Project: North Alamo Village Subdivision
OWNER's Contract No. C-CAP-01-031-01-14-LRM ENGINEER's Project No. ENG05.012o
For Work accomplished through the date of: 18-Jul-2008

1.	Original Contract Price:		$ 264,294.60
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (7,330.70)
3.	Current Contract Price (1 plus 2):		$ 256,963.90
4.	Total completed and stored to date:		$ 256,963.90
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 25,696.39	
	10% of stored material:	$ -	
	Total Retainage:		$ 25,696.39
6.	Total completed and stored to date less retainage (4 minus 5):		$ 231,267.51
7.	Less previous Application for Payments:		$ (191,523.69)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):** P.O. 600170 8.11.08		$ 39,743.82

Accompanying Documentation:

8 · 1311 · 431 · 00 · 122 · 494 · 1 · 733

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL 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 31-Jul-08

Closner Construction Co., L.C.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4th day of August 2008

Notary Public
My Commission expires: 12/16/11

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 31-Jul-08

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E. 8/4/08

[illegible] payment free a[illegible]

WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

FOR AND IN CONSIDERATION OF the receipt of which is hereby acknowledged, **HANSON PIPE & PRECAST, INC.** does hereby waive and relinquish any and all claims and rights of lien to the extent of the amount hereon for the work, labor, materials, machinery or other goods, equipment or services done, performed or furnished in respect to material billed to Closner Construction for invoices through 06/30/08 only and located at the site hereinafter described to wit : No. Alamo Village Subdivision Road & Drainage .

PROVIDED FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREOF, the undersigned had caused these present to be duly executed this 1st day of July, 2008.

HANSON PIPE & PRECAST, INC.

BY: _____
Alex McRae
Regional Credit Manager

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS 1st day of July, 2008, Alex McRae being personally known to me appeared before me and executed the foregoing Waiver of Lien and acknowledged such execution to be his free act and deed. .

BEVERLY THOMPSON
Notary Public
State of Texas
Comm. Expires 10-09-2009

_____
Beverly Thompson, Notary Public in and for the State of Texas

APPLICATION FOR Retainage Release

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract: C-CAP-01-031-01-14-LRM
Project: North Alamo Village Subdivision
OWNER's Contract No. C-CAP-01-031-01-14-LRM ENGINEER's Project No. ENG05.012o
For Work accomplished through the date of: 18-Jul-2008

1.	Original Contract Price:		$ 264,294.60
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (7,330.70)
3.	Current Contract Price (1 plus 2):		$ 256,963.90
4.	Total completed and stored to date:		$ 256,963.90
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):		$ 256,963.90
7.	Less previous Application for Payments:		$ (231,267.51)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 25,696.39**

Accompanying Documentation: 8.131.206.00.000.011.0.000

8.

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 31-Jul-08
Closner Construction Co., L.C.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4th day of August 2008

Notary Public
My Commission expires: 12/16/11

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 31-Jul-08
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E. 8/4/08

734 - $23,348.00
733 - 6,460.97

30 days: 08.28.08

51,175.00

Application: FINAL
Application Date: 31-Jul-2008
Period To: 18-Jul-2008
Engineer Firm R. Gutierrez Eng. Corp.

Summary

Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
$ 264,294.60	$ 265,074.60	$ 256,963.90	$ 256,963.90	$ 86,145.25	$ 8,614.53	$ 77,530.73	$ 126,658.85	$ 12,665.89	$ 113,992.97	$ 44,159.80	$ 4,415.98	$ 39,743.82	$ 256,963.90	$ 25,696.39	$ 231,267.51	$ 191,523.69	$ -
$ 264,294.60	$ 265,074.60	$ 256,963.90	$ 256,963.90	$ 86,145.25	$ 8,614.53	$ 77,530.73	$ 126,658.85	$ 12,665.89	$ 113,992.97	$ 44,159.80	$ 4,415.98	$ 39,743.82	$ 256,963.90	$ 25,696.39	$ 231,267.51	$ 191,523.69	$ -

ER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576



AFFIDAVIT AND WAIVER OF LIEN
OF PRIME CONTRACTOR

STATE OF TEXAS

COUNTY OF CAMERON

Personally appeared before me the undersigned authority in and for County and State **Jaime Closner, President, of Closner Construction Co., L.C.,** who , being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of **drainage and paving improvements** Contract for the construction of improvements at **North Alamo Village Subdivision,** have been paid in full and that the above named Prime Contractor waives any claims and releases **Hidalgo County Precinct #2** from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above named Prime Contractor agrees to indemnify the Owner and save him harmless on account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien he may be compelled to pay all costs relating thereto and reasonable attorney's fee.

Prime Contractor

By: Jaime Closner
Print Name

Title: President

Date: 8-7-08

Sworn to and subscribed before me
This 7th day of August ,2008.

Anel Rodriguez
Notary Public

Anel Rodriguez
Notary Public
STATE OF TEXAS
My Comm Exp. Nov. 10, 2010

My Commission expires: Nov. 10 2010

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with Closner Construction Co. L.C.
to furnish Drain + Paving Improvements
in connection with certain improvements to real property located in Alamo, TX
County, Texas, and owned by Hidalgo County Precinct #2
Which improvements are described as follows:

Drain + Paving Improvements

In consideration of Pay Estimate No. Final in the amount of Eighty thousand Six Hundred thirty five dollars forty one CENTS DOLLAR ($80,635.41) 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 mechanic's 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.

Contractor

By: Jaime Closner - President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 7th day of August, 2008, to certify which witness my hand and seal of office.

Ana Rodriguez
NOTARY PUBLIC in and for the State of Texas

Ana Rodriguez
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 10, 2010

My Commission Expires:

Nov 10, 2010

R. Gutierrez Engineering Corporation

July 7, 2008

Mr. Albert Closner
Closner Construction
P.O. Box 1412
Mercedes, TX 78570

RE: North Alamo Village Subdivision (Punch list Items)

Dear Mr. Closner:

A walk through was conducted on July 2, 2008 between Mr. Ricardo Cuellar and Mr. Agapito Vargas with Hidalgo County Precinct No.2, Luis J. Nava and Mr. Juan Uribe with R. Gutierrez Engineering Corporation (R.G.E.C.) and yourself with the purpose to formulate this punch list. These comments are as follows:

1. Clean up inlets.
2. Cut concrete curb at the ends.
3. Place back chain link fence by the outfall.
4. Pave with Asphalt two extra driveways.
5. Construct 6' valley gutter at the West entrance.
6. Replace 150 feet of the East side curb and gutter on the East entrance.

If you have any questions regarding to this punch list, please call at our office (956) 782-2557.

Sincerely,

Luis J. Nava P.E.
Senior Project Engineer

cc: Hector "Tito" Palacios, HC Commissioner Precinct No.2
Agapito Vargas, Border Colonias Access Director
file

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutenog@sbcglobal.net

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 27 DAY OF June 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: July 20, 2008
OWNER: Hidalgo County Precinct No.2
CONSTRUCTION CONTRACTOR: CLOSNER CONSTRUCTION CO., L.C.

OF THE CITY OF LA FERIA STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF NORTH ALAMO VILLAGE SUBDIVISION

CONTRACT-NO.: C-CAP-01-031-01-14-LRM located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$264,294.60
Present Amount of Contract	$256,963.90
Total Amount of earned to date	$256,963.90
Less: previous payments	$191,523.69
Balance	$65,440.21
Authorized deductions	$0.00
AMOUNT OF FINAL PAYMENT (Incl. Ret. Rel.)	**$65,440.21**

6. That the final payment in the amount of $ sixty-five thousand four hundred forty dollars and twenty-one cents ($ 65,440.21) is now due and payable.

8/5/08
Engineer's Signature

CONCURRED BY:

Closner Const. Co., LC
CONTRACTOR'S NAME

BY: _____

TITLE: Project Mgr.

CONCURRED BY:

Hidalgo County

AI-10775 **21.K.3.**

BCAP PRECINCT NO 2 - AWARD COLONIAS
CC REGULAR

Date: 08/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineers to award to the lowest bidder meeting all specifications for the following bids;
A. Bid No CAP-08-018-05-28-LRM Eldora Gardens Subd.;
B. Bid No CAP-08-019-05-28-LRM RSW Unit #1 Subd.;
C. Bid No CAP-08-020-05-28-LRM Tiny Acres Subd.;
and approval of contract subject to legal review and TXDOT approval and project will be funded by BCAP and Hidalgo Urban County Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-252-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-580-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-740-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: 10775
Link: 2008 Exp Rpt BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 02:01 PM	APRV

2	Budget & Management	Veronica Lopez	08/21/2008 02:13 PM	APRV
3	Dale Kennan	Dale Kennan	08/21/2008 05:30 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 08:36 AM	APRV
5	Mike Escaname		08/22/2008 05:41 PM	NEW

Form Started By: Laura Moya Started On: 08/20/2008 05:08 PM

Final Approval Date: 08/22/2008

10775

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]

Sent: Monday, August 11, 2008 4:59 PM

To: 'laura.moya'

Subject: Requesting Court Approval to award Contract to low bidder for RSW Unit #1, Tiny Acres, and ElDora Gardens

Attachments: agenda bid award eldora gardens.PDF; bid award eldora gardens.PDF; agenda request bid award rsw uni.PDF; bid award rsw unit 1.PDF; agenda request bid award tiny ac.PDF; bid award tiny acres.PDF

Laura, Pct 2 is requesting to place the above-mentioned item on Commissioner's Court for Tuesday 19th August 2008.

Thanks,

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

8-1311-431-00-122-259-0-733/734

8-1311-431-00-122-580-1-733/734

8-1311-431-00-122-740-0-733/734

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, 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 Administrative Assistant

Date: 11 August 2008

Subject: Recommendation for award – 2nd Call Colonias Project, ElDora Gardens, CSJ: 2C1080252.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008

Precinct 2 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is R. Gutierrez Engineers. The low bidder for this project is Jimmy Closner & Sons Construction with a low bid of $50,611.50. There were a total of three vendors submitting bids for this project.

- DM Roth
- Valley Paving, Inc.
- Jimmy Closner & Sons

Attached is the letter of recommendation from R. Gutierrez Engineers.

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

Hidalgo County
Border Colonias Access Program

08 August 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-018-05-28-LRM 2ND Call; ElDora Gardens Subdivision – CSJ: 2C1080252

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1) Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

R. Gutierrez has reviewed bids and tabulations and is recommending Jimmy Closner & Sons Construction as the low bidder for the above-reverenced project. The amount budgeted for this project is $59,800.00 for road construction and $7,940.00 for drainage work, for a grand total of $67,740.00. Any cost overrun will be covered by account transfers, Urban County Funds, and the County's Road & Bridge Account.

The award will be to the low bidder D M Roth Excavating., for the bid in the amount of $50,611.50.
The bids received were as follows:

- D M Roth $50,727.60
- Valley Paving, Inc. $85,091.00
- Jimmy Closner $50,611.50

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humbreto Garza, Chief Administrator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

R. Gutierrez Engineering Corporation

August 7, 2008

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Eldora Gardens Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, May 21, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low responsive bid was for **$50,611.50**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Jimmy Closner & Sons Construction** from Mercedes, Texas in the amount of **$50,611.50**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

RECEIVED
Yobe Jackson
AUG 07 08
Hidalgo County
PRECINCT #2

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

Eldora Gardens
CSJ: 2C1080252
Drainage Only
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	DRAINAGE				
100	Trench Excavation Protection	171	LF	$10.00	$1,710.00
464	RCP CL III (18")	153	LF	$48.00	$7,344.00
465	Manhole (TY A)	3	EA	$2,250.00	$6,750.00
529	Concrete Curb & Gutter (TY A) (Barrier)	2462	LF	$9.75	$24,004.50
530	Driveways (Concrete)	166.2	SY	$65.00	$10,803.00
	Total				$50,611.50

PLAN HOLDERS LIST
ELDORA GARDENS

Bid Number: CAP-08-018-05-28 CSJM1080252
Prebid Conf. Wednesday, May 21, 2008 @ 2:00 p.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539
Bid Opening: Wednesday, May 28, 2008 @ 9:30 a.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

ENG05.012M
Deposit Amount: $75.00

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782 2557	956-782 2558						5/14/08			
2	Hidalgo County PCT #2	Agapito Vargas	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683						5/14/08			
3	Hidalgo County	Laura R Moya	2812	Edinburg	TX	78539	959-318-2626	956-318-2629						5/14/08			
4	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174						5/14/08			
5	AMTEK	John Rugh	7801 Lamar Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920						5/14/08			
6	The Builder's Exchange of Texas	Edith Carmona	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564 6900	210-564 6902						5/14/08			
7																	
8	Sascon	Herman Sckloss					956-682-3454							5/19/08			
9	Closner	Albert Closner					956-202-1844							5/19/08			
10	Total Commitment	Felipe Gomez					956-519-7111							5/19/08			
11	DM Roth	Tyler Wulf					956-787-0845							5/26/08			
12	Valley Paving	Oscar Cordova Jr					956-585-5908							5/21/08			
13																	
14																	

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

08/07/2008

BID TABULATION
ELDORA GARDENS SUBDIVISION

DATE: 05/21/08
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	DM ROTH EXC		VALLEY PAVING, INC		JIMMY CLOSNER & SONS	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
402	171.00	LF	Trench Excavation Protection	$ 4.00	$ 684.00	$ 15.00	$ 2,565.00	$ 10.00	$ 1,710.00
464	153.00	LF	RCP (CL III) (18")	$ 36.00	$ 5,508.00	$ 100.00	$ 15,300.00	$ 48.00	$ 7,344.00
465	3.00	EA	Manhole (Ty A)	$ 4,400.00	$ 13,200.00	$ 5,000.00	$ 15,000.00	$ 2,250.00	$ 6,750.00
529	2,462.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 10.50	$ 25,851.00	$ 17.50	$ 43,085.00	$ 9.75	$ 24,004.50
530	166.20	SY	Driveways (CONCRETE)	$ 33.00	$ 5,484.60	$ 55.00	$ 9,141.00	$ 65.00	$ 10,803.00
			TOTAL BASE BID AMOUNT:		**$ 50,727.60**		**$ 85,091.00**		**$ 50,611.50**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-018-05-28-LRM

This Agreement, entered into this ____ day of _____, 2008 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD & DRAINAGE CONSTRUCTION OF ELDORA GARDENS

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 30 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2008.

CONTRACTOR: _____

Name of Firm: _____

Address: _____

Fed. I.D. # / S.S.##: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2008, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY:_____
Atlas & Hall, LLP

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]

Sent: Monday, August 11, 2008 4:59 PM

To: 'laura.moya'

Subject: Requesting Court Approval to award Contract to low bidder for RSW Unit #1, Tiny Acres, and ElDora Gardens

Attachments: agenda bid award eldora gardens.PDF; bid award eldora gardens.PDF; agenda request bid award rsw uni.PDF; bid award rsw unit 1.PDF; agenda request bid award tiny ac.PDF; bid award tiny acres.PDF

Laura, Pct 2 is requesting to place the above-mentioned item on Commissioner's Court for Tuesday 19th August 2008.

Thanks,

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, 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 Administrative Assistant

Date: 11 August 2008

Subject: Recommendation for award – 2nd Call Colonias Project, RSW Unit #1 Subdivision, CSJ: 2C1080580.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008

Precinct 2 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is R. Gutierrez Engineers. The low bidder for this project is DM Roth Excavating with a low bid of $103,178.00. There were a total of three vendors submitting bids for this project.

- DM Roth
- Valley Paving, Inc.
- Jimmy Closner & Sons

Attached is the letter of recommendation from R. Gutierrez Engineers.

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

Hidalgo County
Border Colonias Access Program

08 August 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-019-05-28-LRM 2ND Call; RSW Unit #1Subdivision – CSJ: 2C1080580

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1) Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

R. Gutierrez has reviewed bids and tabulations and is recommending DM Roth Excavating as the low bidder for the above-reverenced project. The amount budgeted for this project is $176,834.00 for road construction and $0.00 for drainage work, for a grand total of $176,834.00. Any cost overrun will be covered by account transfers, Urban County Funds, and the County's Road & Bridge Account.

The award will be to the low bidder D M Roth Excavating., for the bid in the amount of $103,178.00.
The bids received were as follows:

- D M Roth $103,178.00
- Jimmy Closner & Sons Construction $115,260.50
- Valley Paving, Inc. $179,958.50

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humbreto Garza, Chief Administrator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

R. Gutierrez Engineering Corporation

August 7, 2008

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – RSW Unit 1 Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, May 21, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low responsive bid was for **$103,178.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **DM Roth Excavating** from Pharr, Texas in the amount of **$103,178.00**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

RECEIVED
Yolie Jackson
AUG 07 08
Hidalgo County
PRECINCT #2

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

RWS Unit I
CSJ: 2C1080580
Cost Breakdown Drainage Only
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	Drainage				
402	Trench Exacavation Protection	232	LF	$6.00	$1,392.00
464	RCP (CL III) (18")	220	LF	$60.00	$13,200.00
465	Manhole (TY A)	2	EA	$4,500.00	$9,000.00
529	Concrete Curb & Gutter (ty A) (Barrier)	6161	LF	$10.00	$61,610.00
529	Concrete Gutter (4-Ft)	78	LF	$15.00	$1,170.00
530	Driveways (Concrete)	560.2	SY	$30.00	$16,806.00
	TOTAL				**$103,178.00**

PLAN HOLDERS LIST
RSW UNIT #1

CSJ IM 080580

Bid Number: CAP-08-019-05-28

ENG05.012S
Deposit Amount: $75.00

Prebid Conf. Wednesday, May 21, 2008 @ 2:00 p.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539
Bid Opening: Wednesday, May 28, 2008 @ 9:30 a.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782 2557	956-782 2558						5/12/08			
2	Hidalgo County PCT #2	Agapito Vargas	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683						5/12/08			
3	Hidalgo County	Laura R Moya	2812	Edinburg	TX	78539	959-318-2626	956-318-2629						5/12/08			
4	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174						5/12/08			
5	AMTEK	John Rugh	7801 Lamar Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920						5/12/08			
6	The Builder's Exchange of Texas	Edith Carmona	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564 6900	210-564 6902						5/12/08			
7	JM Construction	Luis Carrillo	3701 Jade St.	Weslaco	TX	78596	956-565-5222							5/16/08			
8	Sascon	Herman Sckloss	5200 N. 26th St.	McAllen	TX	78504	956-682-3454							5/19/08			
9	Closner Construction	Albert Closner					956-202-1844							5/19/08			
10	Total Commitment	Felipe Gomez		Mission	TX		956-519-7111							5/19/08			
11	E.R. Paving	Efrain Gonzalez	29073 Nelson Rd	San Benito	TX	78586	956-357-1249							5/19/08			
12	Valley Paving Inc.	Oscar Cordova Jr.	321 E. 2 Mile	Mission	TX	78574	956-585-5908							5/21/08			
13																	
14	DM Roth	Tyler Wulf		Pharr	TX	78577	956-7870845							5/26/08			

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

BID TABULATION
RSW UNIT 1 SUBDIVISION

08/07/2008

DATE: 05/21/08
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	DM ROTH EXC		VALLEY PAVING, INC		JIMMY CLOSNER & SONS	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
402	232.00	LF	Trench Excavation Protection	$ 6.00	$ 1,392.00	$ 15.00	$ 3,480.00	$ 10.00	$ 2,320.00
464	220.00	LF	RCP (CL III) (18")	$ 60.00	$ 13,200.00	$ 100.00	$ 22,000.00	$ 48.00	$ 10,560.00
465	2.00	EA	Manhole (Ty A)	$ 4,500.00	$ 9,000.00	$ 5,000.00	$ 10,000.00	$ 2,250.00	$ 4,500.00
529	6,161.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 10.00	$ 61,610.00	$ 17.50	$ 107,817.50	$ 9.50	$ 58,529.50
529	78.00	LF	Concrete Gutter (4-Ft)	$ 15.00	$ 1,170.00	$ 75.00	$ 5,850.00	$ 36.00	$ 2,808.00
530	560.20	SY	Driveways (CONCRETE)	$ 30.00	$ 16,806.00	$ 55.00	$ 30,811.00	$ 65.00	$ 36,413.00
			TOTAL BASE BID AMOUNT:		**$ 103,178.00**		**$ 179,958.50**		**$ 115,130.50**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-019-05-28-LRM

This Agreement, entered into this ____ day of _____, 2008 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD & DRAINAGE CONSTRUCTION OF RSW UNIT #1

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2008.

CONTRACTOR: _____

Name of Firm: _____

Address: _____

Fed. I.D. # / S.S.##: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2008, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY:_____
Atlas & Hall, LLP

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]

Sent: Monday, August 11, 2008 4:59 PM

To: 'laura.moya'

Subject: Requesting Court Approval to award Contract to low bidder for RSW Unit #1, Tiny Acres, and ElDora Gardens

Attachments: agenda bid award eldora gardens.PDF; bid award eldora gardens.PDF; agenda request bid award rsw uni.PDF; bid award rsw unit 1.PDF; agenda request bid award tiny ac.PDF; bid award tiny acres.PDF

Laura, Pct 2 is requesting to place the above-mentioned item on Commissioner's Court for Tuesday 19th August 2008.

Thanks,

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, 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 Administrative Assistant

Date: 11 August 2008

Subject: Recommendation for award – 2nd Call Colonias Project, Tiny Acres Subdivision, CSJ: 2C1080740.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008

Precinct 2 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is R. Gutierrez Engineers. The low bidder for this project is DM Roth Excavating with a low bid of $15,135.00. There were a total of three vendors submitting bids for this project.

- DM Roth
- Valley Paving, Inc.
- Jimmy Closner & Sons

Attached is the letter of recommendation from R. Gutierrez Engineers.

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

Hidalgo County
Border Colonias Access Program

08 August 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-020-05-28-LRM 2ND Call; Tiny Acres Subdivision – CSJ: 2C1080740

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1) Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

R. Gutierrez has reviewed bids and tabulations and is recommending DM Roth Excavating as the low bidder for the above-reverenced project. The amount budgeted for this project is $63,125.00 for road construction and $20.080.00 for drainage work, for a grand total of $83,205.00. Any cost overrun will be covered by account transfers, Urban County Funds, and the County's Road & Bridge Account.

The award will be to the low bidder D M Roth Excavating., for the bid in the amount of $15,135.00
The bids received were as follows:

- D M Roth $15, 135.00
- Valley Paving, Inc. $20,844.00
- Jimmy Closner & Sons $16,500.00

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humbreto Garza, Chief Administrator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

R. Gutierrez Engineering Corporation

August 7, 2008

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Tiny Acres Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, May 21, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low responsive bid was for **$15,135.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **DM Roth Excavating** from Pharr, Texas in the amount of **$15,135.00**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

RECEIVED
Yolie Jackson
AUG 07 08
Hidalgo County
PRECINCT #3

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

TINY ACRES SUBDIVISION
CSJ: 2C1080740
Cost Breakdown
Precinct 2
Contracted Drainage Work

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	DRAINAGE				
529	Concrete Curb and Gutter (TY A) (Barrier)	904	LF	$15.00	$13,560.00
529	Concrete Gutter (4-Ft)	70	LF	$22.50	$1,575.00
	Subtotal				**$15,135.00**

TXDOT FUNDING **$16,774.13**
DIFFERENCE **$1,639.13**

PLAN HOLDERS LIST
TINY ACRES

Bid Number: CAP-08-020-05-28
Prebid Conf. Wednesday, May 21, 2008 @ 2:00 p.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539
Bid Opening: Wednesday, May 28, 2008 @ 9:30 a.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

ENG05.012L
Deposit Amount: $75.00

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782 2557	956-782 2558						5/14/08			
2	Hidalgo County PCT #2	Agapito Vargas	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683						5/14/08			
3	Hidalgo County	Laura R Moya	2812	Edinburg	TX	78539	959-318-2626	956-318-2629						5/14/08			
4	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174						5/14/08			
5	AMTEK	John Rugh	7801 Lamar Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920						5/14/08			
6	The Builder's Exchange of Texas	Edith Carmona	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564 6900	210-564 6902						5/14/08			
7																	
8	Sascon	Herman Sckloss					956-682-3454							5/19/08			
9	Closner	Albert Closner					956-202-1844							5/19/08			
10	Total Commitment	Felipe Gomez	11435 Bryan Rd.	Mission	TX		956-519-7111							5/19/08			
11	DM Roth	Tyler Wulf		Pharr	TX		956-787-0845							5/27/08			
12	Valley Paving	Oscar Cordova	321 E 2 Mile	Mission	TX		956-585-5908							5/21/08			
13																	
14																	

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

08/07/2008

BID TABULATION
TINY ACRES SUBDIVISION

DATE: 05/21/08
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	DM ROTH EXC		VALLEY PAVING		JIMMY CLOSNER & SONS	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
529	904.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 15.00	$ 13,560.00	$ 17.25	$ 15,594.00	$ 15.00	$ 13,560.00
529	70.00	LF	Concrete Gutter (4-Ft)	$ 22.50	$ 1,575.00	$ 75.00	$ 5,250.00	$ 42.00	$ 2,940.00
			TOTAL BASE BID AMOUNT:		**$ 15,135.00**		**$ 20,844.00**		**$ 16,500.00**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-020-05-28-LRM

This Agreement, entered into this ____ day of _____, 2008 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD & DRAINAGE CONSTRUCTION OF TINY ACRES

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 15 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2008.

CONTRACTOR: _____

Name of Firm: _____

Address: _____

Fed. I.D. # / S.S.##: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2008, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY:_____
Atlas & Hall, LLP

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-252-0-733	ELDORA GARDENS-DRAINAGE DITCHES	6,828.19	.00	.00	.00	6,828.19	.00
8-1311-431-00-122-252-0-734	ELDORA GARDENS-SUBDIVISION STREETS	50,073.41	.00	.00	.00	50,073.41	.00
8-1311-431-00-122-580-1-734	RSW UNIT # 1-SUBDIVISION STREETS	148,540.56	.00	.00	.00	148,540.56	.00
8-1311-431-00-122-740-0-733	TINY ACRES-DRAINAGE DITCHES	16,774.13	.00	.00	.00	16,774.13	.00
8-1311-431-00-122-740-0-734	TINY ACRES-SUBDIVISION STREETS	53,118.07	.00	.00	.00	53,118.07	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**275,334.36**	**.00**	**.00**	**.00**	**275,334.36**	**.00**
8 YEAR		**275,334.36**	**.00**	**.00**	**.00**	**275,334.36**	**.00**

AI-10774 **21.L.1.**

BCAP PRECINCT NO 3 - VILLA CAPRI
CC REGULAR

Date: 08/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 1 for Villa Capri Subdivision for material and work adjustments in the amount of $2,437.50 (increase) project engineer is Hinojosa Engineering, Inc, and contractor is Valley Paving Inc, a Border Colonia Access Program Project(s). C-CAP-08-008-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-784-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
605351

FISCAL YEAR: **ACCT. #:** 8-1203-431-00-123-005-0-734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
605351

Available balance as of 08/21/08 $ 144,016.85.

Attachments

Link: 10774

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:59 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 02:12 PM	APRV
3	Erika Reyna	Erika Reyna	08/21/2008 02:56 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 08:43 AM	APRV
5	Mike Escaname		08/22/2008 05:41 PM	NEW
Form Started By: Laura Moya			Started On: 08/20/2008 05:06 PM	

Final Approval Date: 08/22/2008

laura.moya 10774

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Monday, August 11, 2008 10:34 AM
To: Laura Moya
Cc: Valde Guerra; Norma Ceballos; Rossana Schettino; dina.trevino@co.hidalgo.tx.us
Subject: Pct 2 Change Order No 1 Villa Capri Subdivision
Attachments: Pct 2 Change Order No 1 Villa Capri Subdivision.doc; change order 1 villa capri subdi.PDF

Laura, please place the above-referenced item of Change Order No.1 Villa Capri Subdivision on Commissioner's Court Agenda for Tuesday August 19, 2008

CHANGE ORDER

NO. 1

PROJECT: Villa Capri Subdivision
DATE OF ISSUANCE: 7/30/2008

OWNER: Hidalgo County Precinct No.3
ADDRESS: 301 East State Street
Pharr, Tx 78577

OWNER'S PROJECT NO.: C 0422 CAP-08-008-~~03-26-LRM~~

CONTRACTOR: Valley Paving, Inc.
ADDRESS: 321 E. 2 Mile Line
Mission, TX 78572

ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $98,217.37

ENGINEER'S PROJECT NO.: 06-167

You are hereby directed to make the following changes in the Contract Documents.

8-1311-431-00-123-784-1-734
8-1311-431-00-123-784-1-733
8-1203-431-00-123-005-0-734
P.O. # 605351

Description: Curb and Gutter added to Roads

Purpose: Final Quantitative Adjustments.

Attachments: 1. Tabulation of items to be reconciled.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price:	**Original Contract Time:**
$98,217.37	90 working days days
Previous Change Order No.s: 0	**Change from Previous Change Orders**
$0.00	0 working days days
Contract Price prior to this Change Order	**Contract Time prior to this Change Order**
$98,217.37	0 working days days
Net Increase of this Change Order	**Net Increase of this Change Order**
$2,437.50	0 working days days
Contract Price with all approved Change Orders	**Contract Time with all approved Change Orders**
$100,654.87	90 working days days

APPROVED:

Owner — Date
Hidalgo County Judge

APPROVED:

Contractor — Date: 7/30/08
Valley Paving, Inc.

RECOMMENDED:

Engineer — Date: 7-31-08
Hinojosa Engineering, Inc.

INVOICE RECEIVED BY:
ON 7/31/08

GOODS/SERVICES RECEIVED BY:
ON 7/30/08

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
Norma Ceballos, Executive Assistant
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 05 August 2008

Subject: Agenda Item – Approval of Change Order No.1 Villa Capri Subdivision
CSJ: 2C1080784

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday August 19, 2008

Precinct 3 is requesting approval of Change Order No.1 for the above-reference Round II Colonia Project. The dollar amount of the change order will increase by $2,437.50. Contract price after all change orders is $100,654.87 as approved by the project engineer Hinojosa Engineering Inc. and project contractor is Valley Paving, Inc.

TXDOT has been notified of the change order and the County is waiting for concurrence.

Account Number: 8-1311-431-00-123-784-1-734
8-1311-431-00-123-784-1-733
8-1203-431-00-123-005-0-734
Purchase Order Number: 605351

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

AI-10690 **21.M.1.**

HCSO-Water Softener System Maintenance Service Contract
CC REGULAR

Date: 08/26/2008
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to award (from solicited sealed quotes) and approval of contract for "Water Softener System Maintenance Services" for Hidalgo County Sheriff's Office to lowest quote meeting all specification and/or requirements for a one (1) year term, but in no event to exceed the statutory bid limit of $25,000.00 (RFSQ No. 2008-325)

BACKGROUND

Contract document reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y

BUDGETARY IMPACT:

$50,846.23 available balance as of 08/22/08.

Attachments

Link: Contract
Link: Recommendation Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:54 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 08:41 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:34 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Elena Gomez Started On: 08/15/2008 04:42 PM

Final Approval Date: 08/22/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-325-08-26

THIS CONTRACT is made and entered into this **26th** day of **August, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Hydro Systems, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Water Softeners System Maintenance Service" (on an as needed basis)** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. This Contract shall be for a period of one (1) year ("on an as needed basis") but in no event to exceed the $25,000.00 statutory bid limit (per calendar year), with the County's at its sole option to renew/extend for or up to an additional three (3) one (1) year term. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Don McGhee, Vice President -Sales** **HYDRO SYSTEMS, INC.** **1501 North 28th Street** **Harlingen, Texas 78550**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, **2008.**

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____
~~Atlas & Hall, LLP~~

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: HYDRO SYSTEMS, INC.

By:_____

Printed Name: Don McGhee

Title: Vice President-Sales

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"
~~RFQ No. 08-501-07-18-jmt~~
RFSQ No. 2008-325-00-00
SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified vendor (s) to conduct work on a "WATER SOFTENERS SYSTEM MAINTENANCE SERVICE" on an only "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

4. A LIST OF A MINIMUM OF TWO (2) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

   A). COMPANY
   B). CONTACT PERSON
   C). PHONE NUMBER
   D). WORK PERFORMED
   E). CONTRACT TERM

5. VENDOR SUBMITTING QUOTE WILL USE SERVICE TECHNICIANS FOR MANUFACTURED SYSTEM DESCRIPTION AS FOLLOW:

   THE HUDSON MODEL SA-600-3900-SYSTEM, 2000 WATER SYSTEM IS A TRIPLEX SYSTEM WITH 3 FIBERGLASS RESIN TANKS AND A SEPARATE SINGLE POLY SALT / BRINE TANK. THE SYSTEM IS CONTROLLED BY A SINGLE MONITORING DEVICE SYSTEMAX 2000

   1. HIGH CAPACITY CATIONIC RESIN
   2. REMOVE EXISTING RESIN, INSTALL NEW RESIN
   3. CHEMICAL CLEANING OF HOT WATER BOILERS

6. VENDORS SUBMITTING QUOTE MUST WARRANTY ALL WORK PERFORMED.

EXHIBIT "A"
Cont..

HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"
~~RFQ No. 08-501-07-18-jmt~~
RFSQ No. 2008-325-00-00
SPECIFICATIONS

7. THE INITIAL CONTRACT TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

8. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM (REFER TO EXHIBIT C).

9. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).

10. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)

11. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;

B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND

C- AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF THE COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

1- RESPOND TIME UPON CALL ON REGULAR BASIS: _____ HOURS

RESPOND TIME UPON CALL ON EMERGENCY BASIS: _____ HOURS

2- TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) _____

3- WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: _____

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLE SHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND:

TIME TO LOCATION _____

RESPOND TIME FOR TROUBLESHOOTING. _____

EXHIBIT "B"
VENDOR'S PROPOSAL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"
~~RFQ No. 08-501-07-18-jmt~~
RFSQ No. 2008-325-00-00

BID PAGE

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

I- **HUDSON SA—600-3900-SYSTEM:**

A. Technician Hourly Rate $65.00 Normal Business Hours 8:00 A.M. to 5:00 P.M.

B. Technician Hourly Rate $97.50 After Hours, Weekends & Holidays 8:00 A.M. to 5:00 P.M.

C. Mark Up (%) Rate for PARTS: List price less 20%

D. Mark Up (%) Rate for MATERIALS: Cost plus 30%

II- **TROUBLE SHOOTING (PHONE) FEE PER HOUR:** No charge

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: Service call $60.00 Hourly, Starts on arrival

PLEASE STATE ALL WARRANTIES: 30 days on Hydro Systems Labor
Manufacturers warranties on all parts

VENDOR / COMPANY NAME: Hydro Systems, Inc.

ADDRESS: 1501 N. 28th Street

CITY/STATE/ZIP CODE: Harlingen, TX 78550

PHONE NUMBER: 956-423-4932 **FAX NUMBER:** 956-423-4994

AUTHORIZEDSIGNATURE: _____ **PRINTED NAME** Don McGhee

TITLE VP-Sales **DATE:** 7/6/08

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2008

PRODUCER (956)399-1353 FAX (956)399-2185
Smith-Reagan Insurance Agency
P O Box 1009
148 N Sam Houston
San Benito, TX 78586

INSURED Hydro Systems, Inc.
1501 N 28th Street
Harlingen, TX 78550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Assurance Company of America	19305
INSURER B: Northern Ins Co of New York	19372
INSURER C: Texas Mutual Insurance Company	0060
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PAS43167866	03/12/2008	03/12/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SBS01482449	03/12/2008	03/12/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001036323	11/08/2007	11/08/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
2812 S Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
David Smith/CL2

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ve or producer

MEMORANDUM

TO: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: August 18, 2008

RE: Request Recommendation for RFSQ 2008-325
"WATER SOFTENER SYSTEM MAINTENANCE SERVICES"

Please review the two (2) quotations received for the above mention project. Please indicate your recommendation on or before **Tuesday, August 19, 2008**.

Return your response to the Purchasing Department via fax to (956) 292-7612. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

8-1100-423-21-280-002-0-721 BUDGET ACCOUNT #

Recommendations/Concerns: Please route through CC. to approval for award to lowest bidder

Authorized Signature | Juan Tapia Printed Name | 8/18/08 Date

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ-RFSQ

BID OPENING DATE: July 18, 2008 **BID OPENING TIME: 4:00 P.M.**

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE – Water Softener System Maintenance Service"

BID NO.: BID 2008-325-07-18 MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. HYDRO SYSTEMS ATTN: DON	BLM	JMT	07/07/08	1501 N 28TH ST Harlingen , Tx 78550
2. CULLIGAN WATER ATTN: JOE URIBE	BLM	JMT	07/07/08	P.O. Box 1029 San Benito, Tx 78586
3. HUDSON WATER ATTN: DAVID	BLM	JMT	07/07/08	P.O. Box 90115 San Antonio, Tx 78213
4. AQUATEX INDS ATTN: AUSTIN	BLM	JMT	07/07/08	1429 W Polk St Pharr, Tx 78577
5. PURE TAP WATER ATTN: JOE	BLM	JMT	07/07/08	126 S Steward San Juan, Tx 78589
6. H2O ONLY ATTN: CHARLY	BLM	JMT	07/08/08	P.O. Box 5327-92 Harlingen, Tx 78553
7. RENK WATER SYSTEMS	BLM	JMT	07/07/08	P.O. Box 55 Santa Elena, Tx 78591

TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

BID OPENING DATE: JULY 18, 2008 | OPENING TIME: 4:00 P.M.

DESCRIPTION OF BID: "Water Softener System Maintenance Services"

BID NO: 2008-325-07-18 MEG

	NAME OF COMPANY	NORMAL HOURS	AFTER HOURS
1.	HYDRO SYSTEM	8 A.M. to 5 P.M. $ 65.00	8 A.M. to 5 P.M $ 97.50
2.	HUDSON WATER	8 A.M. to 5 P.M $ 90.00	8 A.M. to 5 P.M $ 135.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

AI-10692 **21.M.2.**

Law Enforcement Equipment & Supplies
CC REGULAR

Date: 08/26/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority for Hidalgo County to purchase Law Enforcement Equipment and Supplies through the County's membership/participation with US Communities cooperative purchasing program's awarded vendor Hagemeyer North America, Inc. RQ-06-814063-10A for the Sheriff's Department

Requisition #137916 for the total amount of $21,480.00
Requisition #137917 for the total amount of $121.00
Requisition #137918 for the total amount of $6,984.00
Requisition #137940 for the total amount of $9,200.00

Total amount of $37,785.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-611
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req# 137917/137918 has reserved funding for the this purchase. $121,584.27 available account balance as of 08/08/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-748
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req# 137916 has reserved funding for this purchase.

FISCAL YEAR: 2008 **ACCT. #:** 8-1284-421-00-280-037-8-748
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req#137940 has reserved funding for this purchase.

Attachments

Link: Law Enforcement Equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:09 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:54 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 08:54 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:36 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Matilde Faz Started On: 08/18/2008 11:58 AM

Final Approval Date: 08/22/2008

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137916
PO #
Date: 08/19/08

Regular #

8/26/08

Bill To: x
x

Vendor : 349879
HAGEMEYER NORTH AMERICA, INC
11680 GREAT OAKS WAY
ALPHARETTA GA 30022

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJERINA
956-393-6013

Contract No: RQ06-814063-10A

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12	EACH	DRAGON FIRE VISION LIGHTWEIGHT VEST BLACK IN COLOR W/FXIIIA MODEL NUMBER	1,790.00	21,480.00
		TO INCLUDE VELCRO PATCHES (SHERIFF) 4 EACH (QTY 48 N/C)		
		TO INCLUDE 6 MOLLE WEB POUCHES TO EACH VEST (QTY 72 N/C)		
		Account No	Encumbrance	
		8-1100-421-00-280-001-0-748	21,480.00	
			Freight	.00
			Total	21,480.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Bullet resistant vests to outfit tactical team.

RQ06-814063-10A

JS Comm.

Authorized By: _____

PAGE 02/17
BUDGET OFFICE
08/19/2008 15:40 3936027

HAGEMEYER

Remit To:
Hagemeyer NA
PO Box 404753
Atlanta GA 30384-4753

Agency:	Hidalgo Sheriff's Office
Attention:	Lt R.Ozuna
Address:	
Phone:	956 393 6022
Fax:	956 393 6021
Email:	rozuna@hidalgoso.org
Project:	Ballistic Vests

U.S. COMMUNITIES
Government Purchasers Saving You Money

S Communities Quotatio

RQ06-814063-10A

Date:	8/11/2008
Order #	
Order Date:	
Promise Date:	
HAG REF # :	

Item #	Qty	Part #	Description	Unit Price	Unit	Extended
1	12	WFXIIIA	Dragon Fire Vision Lightweight Vest (top of the line)	$1,790.00	EA	$21,480.00
			Black in Color. Delivery 6-8 Weeks			
2	12	BA-3AC-TC	Max Pro Police Helmet Level IIIA NIJ Ballistic Tactical Cut	$220.00	EA	$2,640.00
			W/Comfort Fit System. Black In Color. PVS7 Goggle will fit			
3	12		Uncle Mikes Bag/With Shoulder Strap 5249-2 Black	$47.75	EA	$573.00
4	12		Hatch Nomex Hood Black Extended Lightweight Hat-NIJ 2500	$13.00	EA	$156.00
5	12		Radio Pouch For Molle Web	NC	EA	NC
6	12		MP5 Pouch For Molle Web	NC	EA	NC
7	12		Handcuff Pouch For Molle Web	NC	EA	NC
8	6		Utility Pouch For Molle Web 6" x 6"	NC	EA	NC
9	6		Flash Bang Pouch For Molle Web	NC	EA	NC
10	6		Smoke Pouch For Molle Web From Point Blank	$32.50	EA	$195.00
11	12		Double Mag Pouch For Molle Web	NC	EA	NC
12	12	IC34	Point Blank Hard Armor Plate 6.5 LB Level 4	$285.00	EA	$3,420.00
			Inconjunction With Dragon Fire Vest			
12	48		Velcro That Says SHERIFF In White Lettering 1" x 8"			
			For Molle Web (Front, Back, Right And Left Side Shoulders)	NC	EA	NC
			SHIPPING WITHIN CONTINENTAL US INCLUDED IN PRICING			

Roger Dominguez
915-630-4731
rdominguez@hagemeyerna.com

Prices subject to change without notice unless otherwise stated.
No Federal, State or Municipal taxes included unless definitely specified.
All orders subject to credit department approval.
Payment terms are due net 30 days unless otherwise specified.

Sub Total	$28,464.00
Tax	
Total	$28,464.00

13791b

Bob Miller

From: Bob Miller
Sent: Wednesday, August 06, 2008 1:20 PM
To: 'rozuna@hidalgoso.org'
Subject: Point Blank Quote

Lt. Ozuna,
Thank you for your recent inquiry. Per your request, we are pleased to quote as follows:

Quantity: 12 or 16 pcs.

Point Blank Tactical Armor
Dragon Fire Vision W/FXIIIA Ballistics: $1798.00ea. (0.67lbs. per square foot)
IC34-Level III / IV Plate: $266.80ea.
The above prices quoted are BuyBoard prices. Retail less 42% discount.

When you order any of the Dragon Fire's you automatically get your choice of Five Pouches. Clete Turner said to quote the BuyBoard discount and he will get the Two Extra Pouches ($100 to $120 value) taken care of for you at no additional cost.
Prices quoted also include SHERIFF patches (W/Velcro) on the Front, Back, & Both Shoulders.

12pcs. Quote Total: $24777.60.
16pcs. Quote Total: $33036.80

Respectfully,

Bob Miller
Miller Uniforms & Emblems Inc.
650 Canion St.
Austin, TX 78752
512-302-5541 (wk.)
5120302-5516 (fax)
512-659-6005 (cell)
bobmiller@milleruniforms.com

Quote	QTE0025361
Date	7/16/2008
Page:	1

GT Distributors - Austin
P.O. Box 160180
Austin TX 78761
(512) 451-8298

137916

Bill To:

Hidalgo County
Attn: Accounts Payable
523 S. Standard
San Juan TX 78589

Ship To:

Hidalgo County
Accounts Payable
711 El Cibolo Rd.
Edinburg TX 78542

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA	001937	JD	FACTORY DIRECT	NET 15	0/0/0000	460.221

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
12	UM-5249-2	Uncle Mikes Tac Bag W- Shoulder Straps	EA	$39.46	$473.52
12	HAT-NH2500	Hatch Nomex Hood Blac ‹ Extended Lightweight	EA	$9.10	$109.20
12	PTA-TAC6-PT100MOLL	ProTech-Tac-6 Tactical Vest-Molle	EA	$1,259.29	$15,111.48
12	PTA-TAC6-COLLAR*	Protech-TAC 6-Stealth-Collar	EA	$80.97	$971.64
12	PTA-GP*	ProTech-Groin Protector	EA	$170.32	$2,043.84
24	PTA-E2-S*	Protech-2 Inch Velcro Patch-Sheriff	EA	$16.75	$402.00
12	PTA-MPS*	Protech 6 Pocket Set	EA	$100.52	$1,206.24
12	PTA-IV-2220-10X12*	ProTech-10X12 Plate	EA	$284.81	$3,417.72
12	PTA-774*	ProTech-Delta Forces Helmet-IIIA	EA	$234.55	$2,814.60
12	PTA-BICEP-PT100*	ProTech-Upper Arm Protection-PT100	PR	$181.49	$2,177.88
1	NOTES	Notes	EA	$0.00	$0.00
		Quotation reflects Buyboard Contract 284-08. Your purchase order must be faxed directly to BuyBoard to receive pricing. Fax:1-800-211-5454			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Prepared by Russell Faulkner,
Bid/Contract Specialist

Subtotal	$28,728.12
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$28,728.12

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137917

PO #

Date: 08/19/08

Consent # 10749 8/26/08

Bill To: x
x

Vendor : 349879
HAGEMEYER NORTH AMERICA, INC
11680 GREAT OAKS WAY
ALPHARETTA GA 30022

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJIERNA
956-393-6013

Contract No: RQ06-814063-10A

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	RADIO POUCH FOR MOLLE WEB	31.75	31.75
1	EACH	MP5 POUCH FOR MOLLE WEB	16.50	16.50
1	EACH	HANDCUFF POUCH FOR MOLLE WEB	15.75	15.75
1	EACH	UTILITY POUCH FOR MOLE WEB 6 INCH BY 6 INCH	25.90	25.90
1	EACH	FALSHLIGHT POUCH FOR MOLLE WEB	14.50	14.50
1	EACH	SMOKE POUCH FOR MOLLE WEB , ALL PRODUCTS ARE BLACKHAWK	17.50	17.50
		Account No	Encumbrance	
		8-1100-421-00-280-001-0-611	121.90	
			Freight	.00
			Total	121.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

RQ06-814063-10A JS

Authorized By: _____

PAGE 05/17
BUDGET OFFICE
08/19/2008 15:40 3936027

HAGEMEYER

Remit To:
Hagemeyer NA
PO Box 404753
Atlanta GA 30384-4753

Agency:	Hidalgo Sheriff's Dept
Attention:	LT Ozuna
Address:	
Phone:	956-383-8114
Fax:	956-393-6027
Email:	rozuna@hidalgoso.org
Project:	Police Equipment

U.S. COMMUNITIES
Government Purchasers Saving Your Money

137917

US Communities Quotation

RQ06-814063-10A

Date:	7/15/2008
Order #	
Order Date:	
Promise Date:	
HAG REF # :	

Item #	Qty	Part #		Description	Unit Price	Unit	Extended
14	1			Radio pouch for Molle Web	$31.75	EA	$31.75
15	1			MP5 Pouch For Molle Web	$16.50	EA	$16.50
16	1			Handcuff Pouch For Molle Web	$15.75	EA	$15.75
17	1			Utility Pouch For Molle Web 6" x 6"	$25.90	EA	$25.90
18	1			Flashlight Pouch For Molle Web	$14.50	EA	$14.50
19	1			Smoke Pouch For Molle Web	$17.50	EA	$17.50
				These products are Blachawk For The SGT			

Roger Dominguez
915-630-4731
rdominguez@hagemeyerna.com

Prices subject to change without notice unless otherwise stated.
No Federal, State or Municipal taxes included unless definitely specified.
All orders subject to credit department approval.
$0.00

Sub Total	$121.90
Total	$121.90

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137918

PO #

Date: 08/19/08

Regular #10749 8/26/08

Bill To: x
x

Vendor : 349879
HAGEMEYER NORTH AMERICA, INC
11680 GREAT OAKS WAY
ALPHARETTA GA 30022

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJERINA
956-393-6013

Contract No: RQ06-814063-10A

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12	EACH	MAX PRO HELMET LEVEL IIIA NIJ BA-3AC-TC W/ COMFORT FIT TO FIT THE PVS7 GOGLE BLACK IN COLOR	220.00	2,640.00
12	EACH	UNCLE MIKES BAG WITH SHOULDER STRAP5249-2 BLK	47.75	573.00
12	EACH	HATCH NOMEX HOOD BLACK LIGHT WEIGHT HAT-NH 2500	13.00	156.00
6	EACH	SMOKE POUCH MOLLE WEB FROM POINT BLANK	32.50	195.00
12		POINT BLANK HARD ARMOR PLATE 6.5 LB LEVEL 4 MODEL # IC34	285.00	3,420.00
		Account No	Encumbrance	
		8-1100-421-00-280-001-0-611	6,984.00	
			Freight	.00
			Total	6,984.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

RQ 06-814063-10A

Authorized By: _____

PAGE 06/17
BUDGET OFFICE
08/19/2008 15:40 3936027

HAGEMEYER

Remit To:
Hagemeyer NA
PO Box 404753
Atlanta GA 30384-4753

Agency:	Hidalgo Sheriff's Office
Attention:	Lt R.Ozuna
Address:	
Phone:	956 393 6022
Fax:	956 393 6021
Email:	rozuna@hidalgoso.org
Project:	Ballistic Vests

U.S. COMMUNITIES
Government Purchasers Saving Your Money

137918

S Communities Quotatio

RQ06-814063-10A

Date:	8/11/2008
Order #	
Order Date:	
Promise Date:	
HAG REF # :	

Item #	Qty	Part #	Description	Unit Price	Unit	Extended
1	12	WFXIIIA	Dragon Fire Vision Lightweight Vest (top of the line)	$1,790.00	EA	$21,480.00
			Black in Color. Delivery 6-8 Weeks			
2	12	BA-3AC-TC	Max Pro Police Helmet Level IIIA NIJ Ballistic Tactical Cut	$220.00	EA	$2,640.00
			W/Comfort Fit System. Black In Color. PVS7 Goggle will fit			
3	12		Uncle Mikes Bag/With Shoulder Strap 5249-2 Black	$47.75	EA	$573.00
4	12		Hatch Nomex Hood Black Extended Lightweight Hat-NH 2500	$13.00	EA	$156.00
5	12		Radio Pouch For Molle Web	NC	EA	NC
6	12		MP5 Pouch For Molle Web	NC	EA	NC
7	12		Handcuff Pouch For Molle Web	NC	EA	NC
8	6		Utility Pouch For Molle Web 6" x 6"	NC	EA	NC
9	6		Flash Bang Pouch For Molle Web	NC	EA	NC
10	6		Smoke Pouch For Molle Web From Point Blank	$32.50	EA	$195.00
11	12		Double Mag Pouch For Molle Web	NC	EA	NC
12	12	IC34	Point Blank Hard Armor Plate 6.5 LB Level 4	$285.00	EA	$3,420.00
			Inconjunction With Dragon Fire Vest			
12	48		Velcro That Says SHERIFF In White Lettering 1" x 8"			
			For Molle Web (Front, Back, Right And Left Side Shoulders)	NC	EA	NC
			SHIPPING WITHIN CONTINENTAL US INCLUDED IN PRICING			

Roger Dominguez
915-630-4731
rdominguez@hagemeyerna.com

Prices subject to change without notice unless otherwise stated.
No Federal, State or Municipal taxes included unless definitely specified.
All orders subject to credit department approval.
Payment terms are due net 30 days unless otherwise specified.

Sub Total	$28,464.00
Tax	
Total	$28,464.00

Bob Miller

From: Bob Miller
Sent: Wednesday, August 06, 2008 1:20 PM
To: 'rozuna@hidalgoso.org'
Subject: Point Blank Quote

137918

Lt. Ozuna,
Thank you for your recent inquiry. Per your request, we are pleased to quote as follows:

Quantity: 12 or 16 pcs.

Point Blank Tactical Armor
Dragon Fire Vision W/FXIIIA Ballistics: $1798.00ea. (3.87lbs. per square foot)
IC34-Level III / IV Plate: $266.80ea.
The above prices quoted are BuyBoard prices. Retail less 42% discount.

When you order any of the Dragon Fire's you automatically get your choice of Five Pouches. Clete Turner said to quote the BuyBoard discount and he will get the Two Extra Pouches ($100 to $120 value) taken care of for you at no additional cost.
Prices quoted also include SHERIFF patches (W/Velcro) on the Front, Back, & Both Shoulders.

12pcs. Quote Total: $24777.60.
16pcs. Quote Total: $33036.80

Respectfully,

Bob Miller
Miller Uniforms & Emblems Inc.
650 Canion St.
Austin, TX 78752
512-302-5541 (wk.)
5120302-5516 (fax)
512-659-6005 (cell)
bobmiller@milleruniforms.com

Quote	QTE0025361
Date	7/16/2008
Page:	1

GT Distributors, Inc.
GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

137918

Bill To:

Hidalgo County
Attn: Accounts Payable
523 S. Standard
San Juan TX 78589

Ship To:

Hidalgo County
Accounts Payable
711 El Cibolo Rd.
Edinburg TX 78542

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA	001937	JD	FACTORY DIRECT	NET 15	0/0/0000	460,221

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
12	UM-5249-2	Uncle Mikes Tac Bag W- Shoulder Straps	EA	$39.46	$473.52
12	HAT-NH2500	Hatch Nomex Hood Black Extended Lightweight	EA	$9.10	$109.20
12	PTA-TAC6-PT100MOLL	ProTech-Tac-6 Tactical Vest-Molle	EA	$1,259.29	$15,111.48
12	PTA-TAC6-COLLAR*	Protech-TAC 6-Stealth-Collar	EA	$80.97	$971.64
12	PTA-GP*	ProTech-Groin Protector	EA	$170.32	$2,043.84
24	PTA-E2-S*	Protech-2 Inch Velcro Patch-Sheriff	EA	$16.75	$402.00
12	PTA-MPS*	Protech 6 Pocket Set	EA	$100.52	$1,206.24
12	PTA-IV-2220-10X12*	ProTech-10X12 Plate	EA	$284.81	$3,417.72
12	PTA-774*	ProTech-Delta Forces Helmet-IIIA	EA	$234.55	$2,814.60
12	PTA-BICEP-PT100*	ProTech-Upper Arm Protection-PT100	PR	$181.49	$2,177.88
1	NOTES	Notes	EA	$0.00	$0.00
		Quotation reflects Buyboard Contract 284-08. Your purchase order must be faxed directly to BuyBoard to receive pricing. Fax:1-800-211-5454			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Prepared by Russell Faulkner,
Bid/Contract Specialist

Subtotal	$28,728.12
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$28,728.12

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137940
PO #
Date: 08/19/08

Rejected 8/26/08

Bill To: x
x

Vendor : 349879
HAGEMEYER NORTH AMERICA, INC
11680 GREAT OAKS WAY
ALPHARETTA GA 30022

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJIERNA
956-393-6013

Contract No: RQ06-814063-10A

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1		THERMAL EYE-200XP IMAGING CAMERA	9,200.00	9,200.00
		Account No	Encumbrance	
		8-1284-421-00-280-037-8-748	9,200.00	
			Freight	.00
			Total	9,200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

RQ06-814063-10A

JB

Authorized By: _____

PAGE 03/16

HAGEMEYER

Remit To:
Hagemeyer NA
PO Box 404753
Atlanta GA 30384-4753

Agency:	Hidalgo Sheriff's Dept
Attention:	LT Ozuna
Address:	
Phone:	956-383-8114
Fax:	956-393-6027
Email:	rozuna@hidalgoso.org
Project:	Police Equipment

B7940

Government Purchases Saving Your Money

US Communities Quotation

RQ06-814063-10A

Date:	8/13/2008
Order #	
Order Date:	
Promise Date:	
HAG REF # :	

Item #	Qty	Part #	Description	Unit Price	Unit	Extended
1	1		Thermal Eye-200 Imaging Camera	$9,200.00	EA	$9,200.00

Page 1 of 1

Roger Dominguez
915-630-4731
rdominguez@hagemeyerna.com

Prices subject to change without notice unless otherwise stated.
No Federal, State or Municipal taxes included unless definitely specified.
All orders subject to credit department approval.
$0.00

Sub Total

Total $9,200.00

BUDGET OFFICE 3936027 07:58 08/20/2008

THERMAL-EYE™ X200xp – Thermal Imaging Camera

Thermal-Eye™ X200xp Camera. The Thermal-Eye™ X200xp has advanced significantly beyond its X100xp predecessor, which has performed with accolades in both Afghanistan and Iraq. This new unit offers 50% greater stand-off-range than the previous generation's unit and can detect human activity at up to 450 meters/1,500 feet (about the length of four football fields). The X200xp also has improved image processing for best-in-class image quality. The unit's sophisticated image processing provides greater scene detail and improved clarity and sharpness. The advanced technology also offers improved vision in challenging field conditions like dust, smoke and complete darkness, all while preventing a blooming effect from nearby lights common in image intensification cameras. The 30-hertz, 30-µm detector ensures not only a fast turn-on time, but also real-time video imaging.

B7940



Features and Benefits:

- Enhanced DSP image processing
- On-screen battery level indicator
- Left or right hand operation with slip resistent grip
- Tactile battery loading feature
- Sealed cover for enclosing video and power jacks
- External power input and video output jacks
- Long eye relief viewfinder for use with glasses, face shield, masks, etc.
- 1/4-20 tripod mount

Standard Equipment Includes:

- Thermal-Eye™ X200xp Thermal Imaging Camera
- Hard Protective Case
- 2 AA alkaline batteries
- Neck strap & wrist strap
- Lens cover
- Lens cleaning cloth
- Operator's Manual

Product Benefits:

- Provides an officer the ultimate safety and security solution
- Provide an incredibly clear picture of the surrounding scene, up to 1500 feet, through the use of superior imaging software
- 30 hertz 30µm detector offers fast turn-on time and real-time video image
- 50% greater stand-off range than X100 predecessor to detect human activity at up to 450 meters away
- Sophisticated image processing for best-in-class image quality
- Rugged design with integral rubber eyecup can survive accidental drops and underwater submersion to 9 feet
- Pocket-sized, weighing only 13 ounces
- Operates on 2 AA lithium batteries



Thermal-Eye™ X200xp Product Specifications

137940

Infrared Focal Plane Array	Type & Material	Amorphous Silicon Microbolometer
	Pixel Count (Resolution)	160 x 120
	Spectral Response	7-14 µm (filter bandwidth)
	Thermal Sensitivity	≤50 mK
Thermal Imaging Performance	Startup Time	~ 4 sec. (includes 2 sec. display of start-up logo)
	Detection Range for Human Activity	Up to 1500 Feet (450 meters)
	Contrast / Brightness	Fully Automatic
	Susceptibility to Blinding Visible Light	None
	Infrared Polarity	White = Hot, Black = Cold
Optics	Lens Focal Length	25mm
	Field of View	11° x 8°
	Minimum Focus Distance	~ 3 ft. (1 meter)
Video	Output Format	Analog: NTSC or PAL on rear outlet jack
	Viewfinder Display	Monochrome LCD (320 x 240)
	Viewfinder Dimming	Integral to power on/off switch
Power	Power Source	Two (2) AA batteries
	Operating Time	~ 2 hours with alkaline, ~ 6 hours with lithium
	Auxiliary Power	12 VDC input on rear outlet jack
Environmental Characteristics	Operating Temperature	-4°F to 140°F (-20°C to 60°C)
	Storage Temperature	-4°F to 176°F (-20°C to 80°C)
	Water & Shock Resistance	Waterproof to 9 feet (3m) submersion, buoyant in fresh water Shockproof to 6 feet (2m) drop
	EMC Compliance	FCC Part 15 & CE Mark
Physical Characteristics	Size	5-1/4" L x 4-1/2" W x 2" H (13.4 x 11.4 x 5.1 cm)
	Weight	13 oz (381g), batteries installed
	Eye Cup	Integral to camera body with 2" eye relief

AI-10745 **21.M.3.**

Service & Maintenance to the Adult Detention Electronics System Part 2-Approval of Specifications and Authority to advertise an RFB
CC REGULAR

Date: 08/26/2008
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Request authority to advertise a request for sealed bids with approval of procurement packet.(i.e. specifications and draft contract document) as attached hereto for: "Hidalgo County Sheriff's Office-Service and Maintenance to the Adult Detention Electronics System Part 2" (RFB No. 2008-288)

BACKGROUND

Proposed Schedule of Events:
1st advertisements: August 30, 2008
2nd advertisements: September 6, 2008
Bid Openings Date: September 17, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y

BUDGETARY IMPACT:

$50,846.23 available balance as of 08/22/08.

Attachments

Link: Memo Approval of Specs
Link: Sepcifications
Link: Bid Page
Link: Draft Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:39 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 01:00 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 09:01 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:41 PM	APRV

5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV
Form Started By: Elena Gomez			Started On: 08/20/2008 02:53 PM	
Final Approval Date: 08/22/2008				

MEMORANDUM

To: Guadalupe "Lupe" Trevino
Sheriff's Office

Attn: Juan Tapia, Procurement Specialist via email: juan.tapia@hidalgoso.org

From: Elena Gomez
Purchasing Dept., Buyer

Date: August 19, 2008

Re: Bid No. 2008-288-00-00 MEG Approval of Specifications/Requirements for **HIDALGO COUNTY SHERIFF'S OFFICE"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

Take off on page 2. Letter B. 1 & 2

FUNDS AVAILABILITY: _____Yes / _____ No / _____

Other (specify)_____

BUDGET ACCOUNT#: 8-1100-423-21-280-002-0-431

J M Tapia — Juan Tapia — 8-20-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: Elena.gomez@co.hidalgo.tx.us no later than WEDNESDAY, AUGUST 20, 2008 by 12:00P.M.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION FACILITY ELECTRONICS SYSTEMS PART 2"
RFB NO: 2008-288-09-17 MEG

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking to contract with a qualified bidder to conduct "MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS AND MAINTENANCE SYSTEM PART 2" on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.

3. Vendor shall have been in business (in this field) for a minimum of three (3) years

4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E).Contract Term

5. Vendor submitting bid will use authorized service technicians for:

   A. Manufactured through Montgomery technology incorporated Hardware and software:

      1. System interface control panel boards
      2. Touch screen monitor systems
      3. Opening and/or closing jail door locking system
      4. Cameras and intercom systems programmable logic controllers

6. Vendors submitting bid must warranty all work performed.

7. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to exhibit c).

8. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).

9. All billing invoices will be itemized (parts, labor, etc....)

10. The term of the contract will be for one (1) year with the county's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions.

11. 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 term.

12. Award of bid: hidalgo county reserves the right to: **A**. Separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting **the lowest and best bid for approval**; and **C.** Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.

13. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **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.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

A 1. Respond time upon call on regular basis: _____ hours

Respond time upon call on emergency basis: _____ hours

2. Travel time from area: (how many times we will be charged travel Expenses upon call) _____

3. What will be the travel cost by fee on hourly rate: _____

Vendor must be able to respond within reasonable time for onsite repairs.
Vendor must also be available for troubleshooting via telephone.
Please submit a respond time to location and respond time for troubleshooting.

Additional information

Hidalgo county is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha l. Salazar, CPPB,

purchasing agent, postal/mailing: 2812 s. Business Highway 281, new administration building, Edinburg, Texas 78539 T**elephone inquiries will not be accepted.**

All written inquiries will be accepted via facsimile no later than, WEDNESDAY, September 10, 2008, by 5:00 p.m. responses to said inquiries will be sent to all applications via facsimile by no later than, FRIDAY, September 12, 2008 , by 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEMS PART 2"
RFB NO: 2008-288-09-17 MEG

BID PAGE

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

1- MTI ELECTRONIC SYSTEM:

A. Technician Hourly Rate _____ Normal Business Hours ____ A.M. to ____ P.M. **(please fill in time)**

B. Technician Hourly Rate _____ After Hours, Weekends & Holidays ____A.M. to ____ P.M.

2- SOUTHERN STEEL ELECTRONIC & MECHANICAL SYSTEM:

A. Technician Hourly Rate _____ Normal Business Hours _____ A.M. to _____ P.M.

B. Technician Hourly Rate _____ After Hours, Weekends & Holidays _____ A.M. to _____ P.M.

C. Mark Up (%) Rate for Parts:_____

D. Touble Shooting (Phone) Fee Per Hour $_____

3-

A. Respond Time Upon Call On Regular Basis: _____ Hours

B. Respond Time Upon Call On Emergency Basis: _____ Hours

C. Travel Time From Area: (How Many Times We Will Be Charged Travel Expenses Upon Call) _____

D. What Will Be The Travel Cost By Fee On Hourly Rate: _____

Vendor Must Be Able To Respond Within Reasonable Time For Onsite Repairs.
Vendor Must Also Be Available For Troubleshooting Via Telephone.
Please Submit A Respond Time To Location And Respond Time For Troubleshooting.

Please Specify What Time Fee Starts For Technician:

Please State All Warranties:

VENDOR / COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE NUMBER:

CELLULAR & PAGER NUMBERS:

FAX NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-08-288-00-00

THIS CONTRACT is made and entered into this____day of_____**, 200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____**.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ 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 agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

DRAFT

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

3. This Contract shall be for a period beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

DRAFT

AI-10777 **21.M.4.**

Computers

CC REGULAR

Date: 08/26/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority for Hidalgo County to purchase computer equipment and peripherals through the County's membership/participation with (DIR) Department of Information Resource awarded vendor Dell Marketing, L. P. DIR-SDD-192 requisition #137942 in the total amount of $12,804.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1284-421-00-280-037-8-745
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req#137942 has reserved funding for this item. $5,945.39 additional funding available as of 08/22/08.

Attachments

Link: DIR Computers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:55 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 02:16 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 09:12 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:37 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Matilde Faz Started On: 08/20/2008 05:46 PM

Final Approval Date: 08/22/2008

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137942

PO #

Date: 08/19/08

Regular
1077
8/26/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: **G.TIJERINA**
966-393-6013

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4		DELL PWS T3400 525W (32 BIT) INTEL CORE 2 DUP E8400 (3.00GHZ/1333 MHZ/6MB 12) 525W, GENUINE WINDOWS VISTA ULTIMATE SERVICE PACK 1 WITH MEDIA 32 ENG. TO INCLUDE MONITR (SEE ATTACHED QUITE LIST # 1008096929478)	3,201.00	12,804.00
		Account No	Encumbrance	
		8-1284-421-00-280-037-8-745	12,804.00	
			Freight	.00
			Total	12,804.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR SDD
192

Authorized By: _____

DIR Contract # DIR-SDD-[illegible]

Dell Contract Code [illegible]

DELL™

Dell recommends Windows Vista® Business.

View/Print Cart

137942

Print Page

State and Local Government Retail Store

E-quote Number: 1008096929478

Saved By:	Javier T Chapa	**Phone Number:**	(956) 393-6031
	javier.chapa@hidalgoso.org	**Purchasing Agent:**	
Saved On:	Wednesday, August 13, 2008	**Notes/Comments:**	
Expires On:	Friday, September 12, 2008	**Additional Comments:**	

Description

PWS T3400 525W (32bit)
Date & Time: August 15,2008 12:04 AM CST

SYSTEM COMPONENTS
PWS T3400 525W (32bit)
Intel™ Core®2 Duo E8400 (3.00GHz/1333MHz/6MB L2) 525W, Genuine Windows Vista® Ultimate Service Pack 1, with media, 32, ENG

Qty 4
Unit Price $3,201.00

Catalog Number: 84 W1669

Module	Description	Show Details
PWS T3400 525W (32bit)	Intel™ Core®2 Duo E8400 (3.00GHz/1333MHz/6MB L2) 525W	
Operating System	Genuine Windows Vista® Ultimate Service Pack 1, with media, 32, ENG	
Chassis Configuration and 1394	Mini-Tower Chassis Configuration	
Memory	4GB, 800MHz, DDR2 SDRAM Memory, ECC (2 DIMMS)	
Keyboard	USB Entry Quietkey, No Hot Keys	
Monitor	Dell 20 inch UltraSharp™ 2009FPW Widescreen, Adjustable Stand, VGA/DVI	
Graphic Cards	512MB PCIe x16 nVidia Quadro FX1700, Dual Monitor DVI Capable	
Boot Hard Drive	250GB SATA 3.0Gb/s with NCQ and 8MB DataBurst Cache™	
Hard Drive Configuration	C1, All SATA, NO RAID for 1 Hard Drive	
Floppy Drive and Media Card Reader Options	Internal USB Media Card Reader 19:1	

Mouse	New Dell USB Optical Mouse with scroll, All Black Design
CD-ROM, DVD, and Read-Write Devices	16X DVD+/-RW w/ Cyberlink PowerDVD™ and Roxio Creator™ Dell Ed
Speakers	Dell AX510 Sound Bar for all UltraSharp Flat Panel Displays
Resource CD	Resource CD and DVD contains Diagnostics and Driver for Dell Precision Syst
Productivity Software	Microsoft® Office 2007 Professional and Adobe Acrobat 8.1 STD
Security Software	Norton Internet Security™ 2008 36 Month Subscription
Hardware Support Services	3 Year ProSupport for IT and 3 Year NBD Onsite Service
Installation Services	No Onsite System Setup
Quick Reference Guide	Quick Reference Guide
Operating System Recovery Options	PC Restore for Vista (on drive recovery partition)
Keep Your Hard Drive	Keep Your Hard Drive, 3 Years
Labels	Windows Vista® Premium

137942

TOTAL:$12,804.00

	Total Price
Sub-total	$12,804.00
Total Price[1]	--

© 2008 Dell For customers of the 50 United States and the District of Columbia only.
Site Terms | Terms of Sale | Privacy | Feedback

▲ Top

Large Text
sn ECM5

AI-10778 **21.M.5.**

Printer & Supplies
CC REGULAR

Date: 08/26/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority for Hidalgo County to purchase computer equipment and peripherals through the County's membership/participation with (DIR) Department of Information Resources awarded vendor SHI Government Solutions, Inc. contract #DIR-SDD-223 for the following requisitions #s" 1) #137946 for $25,442.00; and, 2) #137949 for $8,922.00 with a total of $34,364.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1284-421-00-280-037-8-745
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req#137946 had reserved funding for this item. $5,945.39 additional funding available as of 08/22/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1284-421-00-280-037-8-601
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req#137949 has reserved funding for this item. $1,078.00 additional funds available as of 08/22/08.

Attachments

Link: Printer and Supplies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 02:01 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 02:16 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 09:19 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:38 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Matilde Faz

Started On: 08/20/2008 05:53 PM

Final Approval Date: 08/22/2008

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137946

PO #

Date: 08/19/08

Regular # 10778 8/26/08

Bill To: x
x

Vendor : 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: **G.TIJERINA**
956-393-6013

Contract No: **DIR-SDD-223**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2	EACH	HP DESIGN JET Z6100PS 42 INCH LARGE FORMAT PRINTER COLOR INK JET (Q6653A#BBC)	10,896.00	21,792.00
2	EACH	ELECTRONIC HP CARE PACK NEXT BUSINESS DAY HARDWARE SUPPORT EXTENDED SERVICE AGREEMENT PARTS AND LABOR 3 YEARS (H5504E)	1,825.00	3,650.00
		Account No	Encumbrance	
		8-1284-421-00-280-037-8-745	25,442.00	
			Freight	.00
			Total	25,442.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR SDD 223

Authorized By: _____

DIR-SPA-223

shi

Products | Quotes | Orders | Services | Your Home @ SHI.com | Log Off

SEARCH

Current User: TX-Go Direct!! - Local User
From: TX-Local
Last Login: 8/4/2008 5:03:04 PM

137946

View Quote Content

Your **Order Basket** is empty.

Quote:	224117
Name:	HCSODesignJet
Created by:	TX-Go Direct!! - Local User
Date:	8/4/2008 6:18:46 PM
Total:	$34,364.00
Comments:	
Note:	For more information about this Quote, please call: **Texas Account Team** at **800-870-6079** .

The following items are in this Quote:

Web Catalog ID	Manufacturer	Media	Product Name		Your Price	Qty	Total	Comment
630265	HP - Printer Support part #: H5504E	Services	Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor - 3 years - on-site - NBD	Details	$1,825.00	2	$3,650.00	
12426447	HP - Printers & Accs part #: Q6653A#BCC	Print	HP DesignJet Z6100ps - 42" large-format printer - color - ink-jet - Roll (106.7 cm x 175 m) - 2400 dpi x 1200 dpi up to 1.7 ppm (color) - 1000Base-T	Details	$10,896.00	2	$21,792.00	
12873080	HP - Printer Supplies part #: C9485A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x yellow	Details	$502.00	2	$1,004.00	
12873081	HP - Printer Supplies part #: C9486A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x light cyan	Details	$502.00	2	$1,004.00	
12873082	HP - Printer Supplies part #:	Supplies	HP 91 3-ink Multipack - Print cartridge	Details	$502.00	2	$1,004.00	

137946

	C9487A		- 3 x light magenta				
12505730	HP - Printer Supplies part #: C9480A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x matte black	Details	$501.00	2	$1,002.00
12873076	HP - Printer Supplies part #: C9481A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x photo black	Details	$501.00	2	$1,002.00
12873077	HP - Printer Supplies part #: C9482A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x light gray	Details	$502.00	2	$1,004.00
12873078	HP - Printer Supplies part #: C9483A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x cyan	Details	$502.00	2	$1,004.00
12873079	HP - Printer Supplies part #: C9484A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x magenta	Details	$502.00	2	$1,004.00
12791087	HP - Printer Supplies part #: C9462A	Supplies	HP 91 - Printhead - 1 x light magenta, light cyan	Details	$112.00	2	$224.00
12791086	HP - Printer Supplies part #: C9461A	Supplies	HP 91 - Printhead - 1 x yellow, magenta	Details	$112.00	2	$224.00
12791090	HP - Printer Supplies part #: C9460A	Supplies	HP 91 - Printhead - 1 x cyan, matte black	Details	$111.00	2	$222.00
12791088	HP - Printer Supplies part #: C9463A	Supplies	HP 91 - Printhead - 1 x light gray, photo black	Details	$112.00	2	$224.00

Subtotal: **$34,364.00**

Your **Order Basket** is empty.

ISO 9001

© 2008 SHI-GS • All Rights Reserved
This site is owned and maintained by SHI Government Solutions for the use of its State of Texas customers.
Contact: 1-800-870-6079 or by fax at 512-732-0232 | SHI Privacy Statement

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137949

PO #

Date: 08/19/08

Quote # 10772 8/26/08

Bill To: x
x

Vendor : 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: **G.TIJERINA**
956-393-6013

Contract No: **DIR SDD 223**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2	EACH	HP 91 3 INK MULTIPAX 3XYELLOW CART (C9485A)	502.00	1,004.00
2	EACH	HP 91 3 INK MULTIPAX 3 XLIGHT CYAN C9486A	502.00	1,004.00
2	EACH	HP 91 3 INK MULTIPAK 3XLIGHT MAGENT (C9487A)	502.00	1,004.00
2	EACH	HP 91 3 INK MULTIPAK 3XMATTE BLK (C9480A)	501.00	1,002.00
2	EACH	HP 91 3 INK MULTIPAK 3XPHOTO BLK (C9481A)	501.00	1,002.00
2	EACH	HP 91 3 INK MULTIPAK 3 XLIGHT GRY (C9482)	502.00	1,004.00
2	EACH	HP 91 3 INK MULTIPAK 3XCYAN (C9483A)	502.00	1,004.00
2	EACH	HP 91 3 INK MULTIPAK 3X MAGENTA (C9484A)	502.00	1,004.00
2	EACH	HP 91 PRINTHEAD 1XLIGHTMAG / LIGHTCY (C9462A)	112.00	224.00
2	EACH	HP 91 PRINTHEAD 1XTELL /MAGENTA (C9461A)	112.00	224.00
2	EACH	HP 91 PRINTHEAD 1XCYAN / MATTE / BLK (C9460A)	111.00	222.00
2	EACH	HP 91 PRINTHEAD 1XLTGRY / PHOTO BLK (C9463A)	112.00	224.00
		Account No	Encumbrance	
		8-1284-421-00-280-037-8-601	8,922.00	
			Freight	.00
			Total	8,922.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR 223

Authorized By: _____

DIR-SDD-223

Products | Quotes | Orders | Services | Your Home @ SHI.com | Log Off

Current User: TX-Go Direct!! - Local User
From: TX-Local
Last Login: 8/4/2008 5:03:04 PM

137949

View Quote Content

Your **Order Basket** is empty.

Quote:	224117
Name:	HCSODesignJet
Created by:	TX-Go Direct!! - Local User
Date:	8/4/2008 6:18:46 PM
Total:	$34,364.00
Comments:	
Note:	For more information about this Quote, please call: Texas Account Team at 800-870-6079 .

The following items are in this Quote:

Web Catalog ID	Manufacturer	Media	Product Name		Your Price	Qty	Total	Comment
630265	HP - Printer Support part #: H5504E	Services	Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor - 3 years - on-site - NBD	Details	$1,825.00	2	$3,650.00	
12426447	HP - Printers & Accs part #: Q6653A#BCC	Print	HP DesignJet Z6100ps - 42" large-format printer - color - ink-jet - Roll (106.7 cm x 175 m) - 2400 dpi x 1200 dpi up to 1.7 ppm (color) - 1000Base-T	Details	$10,896.00	2	$21,792.00	
12873080	HP - Printer Supplies part #: C9485A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x yellow	Details	$502.00	2	$1,004.00	
12873081	HP - Printer Supplies part #: C9486A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x light cyan	Details	$502.00	2	$1,004.00	
12873082	HP - Printer Supplies part #:	Supplies	HP 91 3-ink Multipack - Print cartridge	Details	$502.00	2	$1,004.00	

B79449

	C9487A		- 3 x light magenta				
12505730	HP - Printer Supplies part #: C9480A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x matte black	Details	$501.00	2	$1,002.00
12873076	HP - Printer Supplies part #: C9481A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x photo black	Details	$501.00	2	$1,002.00
12873077	HP - Printer Supplies part #: C9482A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x light gray	Details	$502.00	2	$1,004.00
12873078	HP - Printer Supplies part #: C9483A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x cyan	Details	$502.00	2	$1,004.00
12873079	HP - Printer Supplies part #: C9484A	Supplies	HP 91 3-ink Multipack - Print cartridge - 3 x magenta	Details	$502.00	2	$1,004.00
12791087	HP - Printer Supplies part #: C9462A	Supplies	HP 91 - Printhead - 1 x light magenta, light cyan	Details	$112.00	2	$224.00
12791086	HP - Printer Supplies part #: C9461A	Supplies	HP 91 - Printhead - 1 x yellow, magenta	Details	$112.00	2	$224.00
12791090	HP - Printer Supplies part #: C9460A	Supplies	HP 91 - Printhead - 1 x cyan, matte black	Details	$111.00	2	$222.00
12791088	HP - Printer Supplies part #: C9463A	Supplies	HP 91 - Printhead - 1 x light gray, photo black	Details	$112.00	2	$224.00

Subtotal: **$34,364.00**

Your **Order Basket** is empty.

ISO 9001

© 2008 SHI-GS • All Rights Reserved
This site is owned and maintained by SHI Government Solutions for the use of its State of Texas customers.
Contact: 1-800-870-6079 or by fax at 512-733-0232 | SHI Privacy Statement

AI-10776 **21.M.6.**

42" LCD TV
CC REGULAR

Date: 08/26/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority for Hidalgo County to purchase computer equipment and peripherals through the County's membership/participation with TASB-Buyboard contract #242-06 awarded vendor B & H Photo Video requisition #137937 in the total amount of $5,596.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1284-421-00-280-037-8-748
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req#137937 has reserved funding for this item. $4,196.40 additional funding available as of 08/22/08.

Attachments

Link: 42 LCD TV

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 01:54 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 02:13 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 09:06 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:39 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV

Form Started By: Matilde Faz Started On: 08/20/2008 05:38 PM

Final Approval Date: 08/22/2008

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137937
PO #
Date: 08/19/08

Regular 8/26/08

Bill To: x
x

Vendor : 220205
B & H PHOTO VIDEO
420 NINTH AVE.
NEW YORK NY 10001
FAX (212)239-7759

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJERINA
956-393-6013

Contract No: 242-06
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4	EACH	KDL-42V4100 42" 1080P BRAVIA LCD TV SONY	1,399.00	5,596.00
		Account No	Encumbrance	
		8-1284-421-00-280-037-8-748	5,596.00	
			Freight	.00
			Total	5,596.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Buy board

Authorized By: _____

B&H PHOTO - VIDEO - PRO AUDIO
The Professional's Source

420 Ninth Avenue, New York City, NY 10001

Phone: 800-947-8003 / 212-239-7503
Fax: 800-743-0895 / 212-239-7509
Email: Education: biddept@bhphotovideo.com
Federal Government: gsa@bhphotovideo.com
State and Local: biddept@bhphotovideo.com

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

www.bhphotovideo.com

Prices Are Valid Until: 09/05/08 Bid No.: 236418560

Sold To:
County Of Hidalgo Sheriff Dep.
Po Box 359
Attn: Joel Castro
EDINBURG, TX 78540

137937

Buyboard #348-02

Bill Phone: (956)383-8114

Date	Customer Code	Terms	Salesperson	Ship Via
08/06/08	4746244	30 DAY	CI	TRUCK

Qty Ord	Item Description	SKU# Catalog#	Item Price	Amount
4	SONY 42" 1080p BRAVIA LCD TV/REG	SOKDL42V4100 KDL42V4100	1,399.00	5,596.00
4	BENTLEY PLAW-8000F LCD/PLASMA FLUSH WALL MOUNT/REG	BEPLAW8000F PLAW8000F	55.00	220.00

PLEASE NOTE:
**** All POs must reference our bid number *****

Payment Type -	- Amount
NO PAYMENT TYPE SELECTED	

Sub-Total:	5,816.00
Total:	5,816.00

Customer Copy

AI-10803 **21.M.7.**

HCSO-Interlocal Agreement-Tropical Tx Behavioral Health & Invoices from Jan-Dec Yrs 2005,06 & 07

CC REGULAR

Date: 08/26/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

---

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment of invoices (recently received) by Hidalgo County through the Sheriff's Office) dating January - December 2005, 2006 & 2007 totaling $ 196,845.00 submitted by Tropical Texas Behavioral Health with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-05-019-11-30 and extended/renewed contract # E-06-450-12-12 for the "Screening Assessments and Psychiatric Evaluation for County Jail Inmates" for Hidalgo County Sheriff's Office

B. Requesting approval to enter into an Interlocal Agreement with Tropical Texas Behavioral Health and Hidalgo County Sheriff's Office for "Screening Assessments and Psychiatric Evaluations of County Jail Inmates" 09/01/08.

BACKGROUND

Invoices from Jan - Dec 2005 $ 53,430.00
Invoices from Jan - Dec 2006 $ 72,105.00
Invoices from Jan - Dec 2007 $ 71,310.00
Draft Interlocal Agreement
Contract No. C-05-019-11-30
Contract No. E-06-450-12-12

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$189,428.36 available balance as of 08/22/08. Consent Agenda Item 10730 CC 08/26/08 will transfer an additional 215,000 into this account.

Attachments

Link: Invoices - Jan-Dec 2005

Link: Invoice Jan - Dec 2006

Link: Invoices Jan - Dec 2007

Link: Contract-E-06-450-12-12

Link: draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/22/2008 08:59 AM	APRV
2	Budget & Management	Veronica Lopez	08/22/2008 09:15 AM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 02:26 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Letty Saenz — Started On: 08/21/2008 05:58 PM

Final Approval Date: 08/22/2008

TROPICAL
TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

INVOICE

May 7, 2008

Bill to: Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, Texas 78540
ATTN: Virginia Rodriguez

Description:

Services provided in accordance with Interlocal Cooperation Contract C-05-019-11-30. Services from January 1, 2005 Thru December 31, 2005

Physician – 292 Hours @ $150.00 Per Hour	$43,800.00
Social Service Workers – 160.50 Hours @ 60.00 Per Hour	$ 9,630.00
Total	$53,430.00

Enclosed are Physician list and detailed weekly Social Service Worker listing which includes Server Name, Client Name, Date of Service and Duration of Service.

Remit to: Tropical Texas Behavioral Health
Attn: Financial Services
P.O. Box 1108
Edinburg, TX 78540-1108

Invoice Received By: Virginia Rodriguez 5-09-08

Goods/Services Received By: EE 5/23/08 6/19/08

TROPICAL
TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

INVOICE

May 7, 2008

Bill to: Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, Texas 78540
ATTN: Virginia Rodriguez

Description:

Services provided in accordance with Interlocal Cooperation Contract C-05-019-11-30. Services from January 1, 2006 Thru December 31, 2006

Physician – 396 Hours @ $150.00 Per Hour	$58,800.00
Social Service Workers – 201.75 Hours @ 60.00 Per Hour	$12,105.00
Total	$70,905.00

Enclosed are Physician list and detailed weekly Social Service Worker listing which includes Server Name, Client Name, Date of Service and Duration of Service.

Remit to: Tropical Texas Behavioral Health
Attn: Financial Services
P.O. Box 1108
Edinburg, TX 78540-1108

Invoice Received By: Virginia Rodriguez 5-09-08

Goods/Services Received By: EP 6/19/08

TROPICAL
TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

INVOICE

June 4, 2008

Bill to: Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, Texas 78540
ATTN: Virginia Rodriguez

Description:

Services provided in accordance with Interlocal Cooperation Contract C-05-019-11-30. Services from January 1, 2007 Thru December 31, 2007

Physician – 396 Hours @ $150.00 Per Hour	$59,400.00
Social Service Workers – 201.75 Hours @ 60.00 Per Hour	$11,910.00
Total	$71,310.00

Enclosed are Physician list and detailed weekly Social Service Worker listing which includes Server Name, Client Name, Date of Service and Duration of Service.

Remit to: Tropical Texas Behavioral Health
Attn: Financial Services
P.O. Box 1108
Edinburg, TX 78540-1108

PURCHASING DEPARTMENT
County Of Hidalgo

November 30, 2006

E-06-450-12-12

Terry Crocker, Chief Executive Officer
Tropical Texas Center for MHMR
P. O. Box Drawer 1108-5115 So. McColl Rd.
Edinburg, Texas 78540

Via Fax (956) 289-7254

Re: ***Extension of Interlocal Agreement with Hidalgo County***
Psychiatric Evaluations- Hidalgo County Jail

Dear Mr. Crocker:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, **Tuesday, December 12, 2006** to exercise the option to **extend the contract for a period of one (1) additional year (as stated in the current contract)**. Commencement date (if approved) will become effective as of **January 1, 2007.**

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by no later than, **Wednesday, December 6, 2006, 3:00** p.m., via facsimile to (956) 956-318-2629 , Attn: Leticia Saenz, Contracts Mgr.

LS Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions.

Comments (If any):

Terry Crocker, Chief Executive Officer

By: [signature] Date: 12/5/06

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

H. **Colonia Access Program Pct. *4***

1. **Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. ENG 912 in the amount of $72,648.00 from J. E. Saenz & Associates, Inc. in connection with Contract No. C-CAP-05-01605-24- "Construction of Various Roads (Border Colonia Access Program-Round II)"for Hidalgo County Precinct No.4.**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

I. **Sheriff's Office**

1. **Requesting authority to exercise the additional one (1) year extension as provided in current contract for "Steam Clean Exhaust Ventilation and Service the Automatic Fire Suppression System for Jail (Kitchen)" for Hidalgo County Sheriff's Department (Adult Detention Facility), under the same rates, terms and conditions with Alarm Security Group, LLC *dlbla* Argus Security Systems**

   Effective: 01/01/07 - 12/31/07

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to exercise the (second) additional one (1) year extension as provided in current contract for "Repairs, Installation and Removal of Emergency Equipment, Radios, Computer & Miscellaneous Equipment" for Hidalgo County Sheriff's Department, under the same rates, terms and conditions with South Texas Communications**

   Effective: 01101/07 – 12/31/07

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

3. **Requesting authority to exercise the additional one (1) year extension as provided in current Interlocal Agreement for "Psychiatric Evaluation" for the Hidalgo County Sheriff's Department, under the same rates, terms and conditions with Tropical Texas Center for MHMR**

   Effective: 01/01/07 – *12/31/07*

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

INTERLOCAL COOPERATION CONTRACT
C- 05-019-11-30

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency:	County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency:	Tropical Texas Center for Mental Health and Mental Retardation (hereinafter referred to as the "Center")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Center shall provide a complete screening assessment and psychiatric evaluation for any jail inmate of the County who is referred by the Hidalgo County Jail medical staff and is of the age of 17 or older. This assessment will be performed at the Hidalgo County Jail located at the following address: 701 El Cibolo Road, Edinburg, Texas. These services shall include orders for any psychoactive medications that the treating physician deems appropriate. This includes Schizophrenia, Bipolar Disorder, Major Depressive Disorder with psychotic features, or any other psychotic disorder requiring treatment with a neuroleptic agent, and any moderate or severe depression especially when associated with suicidal ideation.

The Center shall provide at the County Jail evaluations and follow-up treatment to such jail inmates as are referred by the Hidalgo County Jail medical staff. The frequency of follow-up care may be weekly or monthly as determined by the Center's physician. Such determination shall be based upon said physician's evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating physician's ongoing evaluations.

The Center agrees to provide a physician to work on-site at the County's Edinburg jail facility two (2) days per week. The total amount of time a physician shall provide on-site services shall be no more than eight (8) hours per week.

The Center agrees to provide a screener to work on-site at the County's Edinburg jail facility four (4) hours per week. The County will compensate the Center for no more than four hours per week of screening services.

For jail inmates younger than 17 years, the Center shall provide the aforementioned services at Tropical Texas Center for MHMR, not at the Hidalgo County Jail. The County shall be responsible for delivering the inmate for an initial referral and follow-up treatment at a pre-arranged appointment.

The County shall be responsible for notifying the Center concerning new inmate referrals. The County shall be responsible for making appointments for such inmates.

In the event the designated Center physician assigned to perform services to the County as outlined in this agreement is unavailable, the Center Medical Director (or designee) will immediately notify County Medical Staff Administration of the expected duration of the absence. If the County Medical Staff Administration identifies an inmate as needing emergency psychiatric services during the absence of the designated Center physician, the County designee will contact

the Center's Medical Director, or if unavailable, the Center's Chief Operating Officer to discuss the situation and make arrangements for emergency coverage, or an emergency appointment at the Center's offices, if indicated.

Regardless of identification of any emergency needs, under no circumstances will the County go without on-site physician coverage for more than three (3) consecutive assigned coverage days. Additionally, the Center will maintain an identified and designated "back-up" for the designated Center physician. The Center will ensure continuous physician coverage for emergencies via phone consultation and possible prescription orders for known patients.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

Physician time spent at the jail facility - $150.00/Hour
Screening for Adults - $ 60.00/Hour

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed $81,120.00 per year.

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. The billing statement shall be sent to the following person and address:

Lt. Danny Perez C/O (Hidalgo County Adult Detention Facility)
Medical Staff Supervisor
701 El Cibolo Road
Edinburg, TX 78541

VI. TERM OF CONTRACT:

This contract is to commence January 1, 2005 to December 31, 2006 with the County's option to renew and extend one (1) additional one (1) year term.

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:
Terry Crocker
Chief Executive Officer
P.O. Drawer 1108 – 5115 South McColl Road
Edinburg, TX 78540

If to the County:
Ramon Garcia
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY
Hidalgo County

Ramon Garcia
County Judge
Date: 11/02/04

PERFORMING AGENCY
Tropical Texas Center for MHMR

W. Terry Crocker
Chief Executive Officer
Date: 11-19-04

Approved as to form
Atlas & Hall, LLP

By: _____

Approved by Commissioners' Court
on 11-30-04

INTERLOCAL COOPERATION CONTRACT
C-08-336-00-00

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency:	County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency:	Tropical Texas Behavioral Health (hereinafter referred to as the "Center")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Center shall provide a complete screening assessment and psychiatric evaluation for any jail inmate of the County who is referred by the Hidalgo County Jail medical staff and is of the age of 17 or older. This assessment will be performed at the Hidalgo County Jail located at the following address: 701 El Cibolo Road, Edinburg, Texas. These services shall include orders for any psychoactive medications that the treating physician deems appropriate. This includes Schizophrenia, Bipolar Disorder, Major Depressive Disorder with psychotic features, or any other psychotic disorder requiring treatment with a neuroleptic agent, and any moderate or severe depression especially when associated with suicidal ideation.

The Center shall provide at the County Jail evaluations and follow-up treatment to such jail inmates as are referred by the Hidalgo County Jail medical staff. The frequency of follow-up care may be weekly or monthly as determined by the Center's physician. Such determination shall be based upon said physician's evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating physician's ongoing evaluations.

The Center agrees to provide a physician to work on-site at the County's Edinburg jail facility two (2) days per week. The total amount of time a physician shall provide on-site services shall be no more than eight (8) hours per week.

The Center agrees to provide a screener to work on-site at the County's Edinburg jail facility six (6) hours per week. The County will compensate the Center for no more than six hours per week of screening services.

For jail inmates younger than 17 years, the Center shall provide the aforementioned services at Tropical Texas Behavioral Health, not at the Hidalgo County Jail. The County shall be responsible for delivering the inmate for an initial referral and follow-up treatment at a pre-arranged appointment.

The County shall be responsible for notifying the Center concerning new inmate referrals. The County shall be responsible for making appointments for such inmates.

In the event the designated Center physician assigned to perform services to the County as outlined in this agreement is unavailable, the Center Medical Director (or designee) will immediately notify County Medical Staff Administration of the expected duration of the absence. If the County Medical Staff Administration identifies an inmate as needing emergency psychiatric services during the absence of the designated Center physician, the County designee will contact the Center's Medical Director, or if unavailable, the Center's Chief Operating Officer to discuss the situation and make arrangements for emergency coverage, or an emergency appointment at the Center's offices, if indicated.

Regardless of identification of any emergency needs, under no circumstances will the County go without on-site physician coverage for more than three (3) consecutive assigned coverage days. Additionally, the Center will maintain an identified and designated "back-up" for the designated Center physician. The Center will ensure continuous physician coverage for emergencies via phone consultation and possible prescription orders for known patients.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

Physician time spent at the jail facility - $150.00 / Hour
Screening for Adults - $ 60.00 / Hour

IV. CONTRACT AMOUNT:

Pro-Rated amount for September 1, 2008 - December 31, 2008 not to exceed **$ 27,040.00.**

The total amount of the renewed/extended contract shall not exceed **$ 81,120.00** per year commencing, **January 1, 2009**.

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. The billing statement shall be sent to the following person and address:

Hidalgo County Sheriff's Office
c/o Budget Officer
701 E. El Cibolo Road
Edinburg, TX 78542

VI. TERM OF CONTRACT:

This contract is to commence **September 1, 2008** and expiring on **December 31, 2008** with the County's option to renew/extend for Five (5) additional One Year (1) periods commencing **January 1, 2009** under the same rates, terms and conditions

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:
Terry Crocker
Chief Executive Officer
P.O. Drawer 1108 – 1901 South 24th Avenue
Edinburg, TX 78540

If to the County:
Juan D. Salinas, III
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY
Hidalgo County

Juan D. Salinas, III, County Judge

Date: _____

PERFORMING AGENCY
Tropical Texas Behavioral Health

W. Terry Crocker, Chief Executive Officer

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Approved as to form:

Atlas & Hall, LLP

AI-10672 **21.N.1.**

Removal & Sale of Scrap Metal - Hidalgo County
CC REGULAR

Date: 08/26/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Requesting authority to advertise for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached here to for "Removal & Sale of Scrap Metal - Hidalgo County" (Bid No. 2008-211).

BACKGROUND

See attached specifications and draft contract.
Proposed Scheduel of Events:
1st advertisement: August 30, 2008
2nd advertisement: September 06, 2008
Bid opening date: September 17, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-124-00-10-421
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Sanitation Pct. 4-Available Balance as of 8-21-08 $56,329.91.

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Pct. 3 P/U Rd.-Available Balance as of 8-21-08 $15,000.00.

Attachments

Link: draft specs 08.211
Link: draft contract 08.211

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 11:56 AM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/21/2008 03:40 PM	APRV

4	Auditor's Office	Linda Fong	08/22/2008 08:19 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Yvette Islas Started On: 08/15/2008 10:20 AM

Final Approval Date: 08/22/2008

HIDALGO COUNTY
"REMOVAL AND SALE OF SCRAP METAL"
BID NO. 08-211-00-00-YSI

SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County collects "metal materials" at different sites throughout the County, as described in Attachment No. 1. Residents permitted to deposit and dispose of their household solid waste on occasion will include metal material(s).

PROJECT PURPOSE

Hidalgo County is seeking to contract with an interested and qualified bidder to purchase and remove scrap metal on an as needed basis.

I. SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. The bid contract will be for the removal and sale of scrap metal on an as needed basis.

2. The contract shall be for a period of one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for new contract term.

3. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.

4. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

5. Hidalgo County has the authority to utilize cooperative purchasing participation and/or State Contracts when ever it is in the County's best interest to do so.

6. Vendors submitting bid must possess all applicable permits and licenses required for the removal of scrap metal.

7. Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment 1 for list of bin placement locations)

8. Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County.

9. All prices for removals/disposition shall include consideration for time and labor. Such fee must be included in the price per pound/ton.

DRAFT

10. BID PAGE - 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.

11. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **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

DRAFT

extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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.

II. VENDOR RESPONSIBILITY:

Vendor is fully responsible for the proper and legal transportation, disposal or recycling of any material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies.

III. COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

IV. INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to County requesting such evidence that plans to use the services of this contract. Refer to Exhibit C for specific insurance requirements.

V. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month day, 2008 at 5:00 p.m. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M. Friday, Month day, 2006.

DRAFT

"EXHIBIT B"

HIDALGO COUNTY
"REMOVAL AND SALE OF SCRAP METAL"
BID NO. 08-211-00-00-YSI

BID PAGE
DISPOSAL FEE OR PAYMENT

DESCRIPTION	FEE
Removal and Sale of Scrap Metal	Price Per Pound:
	Or
	Price Per Ton:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DRAFT

Attachment 1

Hidalgo County Precinct No. 2

1) El Gato Collection Station - Border Road & El Gato Road-South of Alamo

Hidalgo County Precinct No. 4

1) Primary Recovery Center- 1101 North Doolittle Road- Edinburg

*Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County through out the life of the contract and/or grace periods.

DRAFT

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_____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Removal and Sale of Scrap Metal"** (the "Services"); and

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

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Administrator** or

DRAFT

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional sixty (60)days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

DRAFT

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

DRAFT

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.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
County Judge

_____
County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____
APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

DRAFT

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_____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Removal and Sale of Scrap Metal"** (the "Services"); and

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

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Administrator** or

DRAFT

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional sixty (60)days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

DRAFT

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

DRAFT

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.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
County Judge

_____
County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____
APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

DRAFT

AI-10742 **21.N.2.**

CRS-2 Emulsified Asphalt
CC REGULAR

Date: 08/26/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

---

Information

CAPTION

Requesting authority to advertise a request for bids and approval of procurement documentation (i.e. draft specifications and draft contract document) as attached hereto for "CRS-2 Emulsified Asphalt-Hidalgo County"(Bid No.: 2008-324)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct. 1 All funding sources will be used by all four precincts (i.e. R&B, CIP and CAP).

Available Balance as of 8-21-08 $60,876.34.

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct. 2 All funding sources will be used by all four precincts (i.e. R&B, CIP and CAP).
Available Balance as of 8-21-08 $88,126.40.

FISCAL YEAR: 2008 **ACCT. #:** 1203-431-00-123-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct. 3 All funding sources will be used by all four precincts (i.e. R&B, CIP and CAP).

Available Balance as of 8-21-08 $178,307.27.

FISCAL YEAR: 2008 **ACCT. #:** 1204-431-00-124-007-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct. 4 All funding sources will be used by all four precincts (i.e. R&B, CIP and CAP). Available Balance as of 8-21-08 $64,953.05.

Attachments

Link: CRS-2 Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:39 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:59 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/21/2008 05:16 PM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 08:22 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:49 PM	APRV

Form Started By: Gricelda Villarreal Started On: 08/20/2008 02:30 PM

Final Approval Date: 08/22/2008

EXHIBIT "A"

HIDALGO COUNTY
(all funding sources, i.e. R&B, CIP, and CAP)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2008-324-00-00-CGV

SPECIFICATIONS:

I. INFORMATION / INSTRUCTIONS TO BIDDERS:

The purchases of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be on an **"as needed basis"** only by Hidalgo County all funding sources (i.e. CIP, CAP and R&B).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS.
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)
- **LOCATIONS, CONTACTS, AND DELIVERY INSTRUCTIONS:**

Precinct No. 1 MILE 11 N. and 1 ½ miles W. from FM 1015-Sunrise Hill Park Weslaco, Tx 78596 Joseph Palacios, Chief Administrator (956) 968-8733	**Precinct No. 2** 301 E. State Pharr, TX 78577 Ricardo Cuellar, Field Operations Director (956) 787-1891	**Precinct No. 3** 7 Mile line and Iowa Rd., Mission,TX 78572 Saul Ramirez, Field Operations Director (956) 585-4509	**Precinct No. 4** 1102 N. Doolittle Edinburg, TX 78541 Juan Carranza, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.
- Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty day's written notice prior to cancellation.

II. TERMS AND CONDITIONS:

A. The contract term will be for a period of six (6) months with county's option to extend the contract for an additional six (6) months based on performance

evaluation and contingent upon terms, conditions and costs remaining unchanged, and/or a 60 day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

B. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

C. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

D. The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

E. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

F. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or service which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

G. In the event the material furnished does not meet all the County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

H. Hidalgo County reserves the right to seek purchases for **"CRS-2 Emulsified Asphalt"** from State Contracts whenever it is in the best interest of the County to do so.

I. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

J. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

III. ADDITIONAL INFORMATION

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 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, , 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, , 2008.**

EXHIBIT "B"

HIDALGO COUNTY
(all funding sources, i.e. R&B, CIP, and CAP)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2008-324-00-00-CGV

BID PAGE

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANTITY	DELIVERED PRICE AMOUNT:	ADDITIONAL COST (SPECIFY) :
LOADS OF 1,000 GALLONS OR LESS (ON AN AS NEEDED BASIS)	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 1,001 TO 2,000 GALLONS (ON AN AS NEEDED BASIS)	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 2,001 TO 3,000 GALLONS (ON AN AS NEEDED BASIS)	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 3,001 TO 4,000 GALLONS (ON AN AS NEEDED BASIS)	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 4,001 TO 5,000 GALLONS (ON AN AS NEEDED BASIS)	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:

COMPANY NAME:		
ADDRESS:		
CITY/STATE/ZIP CODE:		
PHONE NUMBER:		**CELLULAR NUMBER:**
FAX NUMBER:		
AUTHORIZED SIGNATURE:		
PRINTED NAME:		
TITLE:		
DATE:		

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, August 19, 2008.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT # 8-1201-43-00-12/005.0-673 PRECINCT NO: 1

N. Montes Noe Montes 8-15-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, August 19, 2008.

If you have any questions, please call me at 318-2626.

APPROVE ☒ DISAPPROVE ☐

FUNDS AVAILABILITY: X Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 8-1202/31-00122-0060-673 PRECINCT NO: 2

Ricardo Cuellar 08-18-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts. so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, August 19, 2008.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 8-1203-431-00-123-005-0673 PRECINCT NO: 3

J. Flores per Con. m. 3 Oscar Chellos for Comm. Flores 8/15/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

Notes: Tax is will be reimbursed to 7711 + Fund 66

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, August 19, 2008.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 8-1204-431-00-124-0070-673 PRECINCT NO: 4

Oscar L. Garza JR By Ronald Munoz 8-15-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-000-00-00

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

WHEREAS, Company responded to advertise request for bids for **("_____")**; and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations . 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** of or his designated agent. Company agrees in performing the Services

draft

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 one (1) year term.

4. Contract 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.

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

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

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

certificates of such insurance coverage.

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

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

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

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **COMPANY**
ADDRESS
CITY, TX

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been

draft

contained herein.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. 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.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____

draft

Printed Name:_____

Title:_____

Approved as to form by:
Atlas & Hall L.L.P

_____
County Attorney

draft

AI-10710 **22.A.**

2008 Interdepartmental transfer for 430th DC
CC REGULAR

Date: 08/26/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration to 430th DC in the amount of $4,300.00. (1100)

BACKGROUND

Transfer needed to cover electricity for the remainder of the year.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-X1X-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 08/19/08.

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/19/2008 10:57 AM	APRV
2	Dale Kennan	Dale Kennan	08/19/2008 11:48 AM	APRV
3	Auditor's Office	Linda Fong	08/22/2008 08:18 AM	APRV
4	Purchasing Department	Marty Salazar	08/22/2008 08:24 AM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Veronica Lopez Started On: 08/19/2008 10:48 AM

Final Approval Date: 08/22/2008

DATE: August 19, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for 430th DC

ACCOUNT NUMBER: 8-1100-41X-00-X1X-00X-0-XXX

2008
Transfer
AI-10710

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	(4,300.00)
TO		
8-1100-412-00-010-001-0- 622	430th DC- Electricity	4,300.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to 430th DC- Electricity to cover electricity for the remainder of 2008.

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-10791 **22.B.**

Budget Amendment
CC REGULAR

Date: 08/26/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Requesting authorization to appropriate $200,000 to Precinct #4-Sanitation and $65,000 to Precinct #2-Sanitation as an Emergency Expenditure in accordance with Section 111.041 (b) - Texas Local Government Code.

BACKGROUND

Recent and predicted storm waters unrelated to Hurricane Dolly have lead to a Disaster Declaration. Precincts 2 and 4 will begin utilizing water pumping and water extraction services.

Fiscal Impact

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

BUDGETARY IMPACT:

Fund Balance 200,000.00 --> 8-1100-432-00-124-001-0-350
Fund Balance $65,000.00 --> 8-1100-432-00-122-001-0-350

Attachments

Link: Declaration
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 04:33 PM	APRV
2	Erika Reyna (Originator)	Erika Reyna	08/21/2008 04:37 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 02:28 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Erika Reyna — Started On: 08/21/2008 04:10 PM

Final Approval Date: 08/22/2008

JD Salinas III
Hidalgo County Judge

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo on the 16th day of August, 2008, has suffered widespread flooding from

Recent heavy rains within the last 48 hours has caused damages to property, homes and crops. More rain is expected within the next 48 hours.

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County pursuant to §418.108(a) of the Texas Government Code.
2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County.
3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.
5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 19th day of August, 2008.

J.D. Salinas, III
Hidalgo County Judge

Attest:

Arturo Guajardo, Jr.
Hidalgo County Clerk

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ Phone (956) 318-2600 ★ Fax (956) 318-2699

DATE: August 21, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Precincts 2 and 4

ACCOUNT NUMBER: 8-1100-432-00-12X-001-0-350

Contact Person: Erika G. Reyna **Ph#:** (956) 292-7025 Ext. 5414

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-432-00-124-001-0-350	SANITATION PCT. 4-CONTRACTUAL SERVICES	200,000.00
8-1100-432-00-122-001-0-350	SANITATION PCT. 2-CONTRACTUAL SERVICES	65,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 265,000.00

REASON: Requesting authorization to appropriate $200,000.00 to Pct. 4 Sanitation and $65,000.00 to Pct. 2 Sanitation as an Emergency Expenditure in accordance with Section 111.041 (b) - Texas Local Government Code to fund expenditures authorized in the Emergency Meeting (Declaration of Disaster due to flooding) of

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-10812 **22.C.**

Cell Phone & Internet Services Analysis
CC REGULAR

Date: 08/26/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Requesting authorization and approval to transfer funds from Countywide Administration - Contingency to various General Fund accounts to fund cell phone & internet services, object codes 532 & 534.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Available funds as of 8/22/08 $61,954.24

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/22/2008 04:11 PM	APRV
2	Budget & Management	Veronica Lopez	08/22/2008 04:16 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/22/2008 05:08 PM	APRV
4	Auditor's Office		08/22/2008 05:41 PM	NEW

Form Started By: Ivan Cantu Started On: 08/22/2008 04:04 PM

Final Approval Date: 08/22/2008

AI-10814 **22.D.**

Revised Revenues Appropriation
CC REGULAR

Date:	08/26/2008
Submitted By:	Dina Trevino, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Area:	Budget and Management

Information

CAPTION

Approval to appropriate $365,487.57 General Fund revenue (County Auditor revised estimated revenues-new source) to County Wide Administration - Contingency account.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Dina Trevino	Started On: 08/22/2008 05:34 PM
Final Approval Date: 08/22/2008	

AI-10783 **23.D.**

Claim of Luis E. Juarez
CC REGULAR

Date: 08/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Luis E. Juarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 12:06 PM	APRV
2	Auditor's Office	Linda Fong	08/21/2008 03:07 PM	APRV
3	Purchasing Department	Marty Salazar	08/21/2008 03:34 PM	APRV
4	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV
Form Started By: Norma Silva			Started On: 08/21/2008 11:03 AM	
Final Approval Date: 08/22/2008				

AI-10786 **23.E.**

Claim of Antonia Flores
CC REGULAR

Date: 08/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Antonia Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 12:06 PM	APRV
2	Auditor's Office	Linda Fong	08/21/2008 03:07 PM	APRV
3	Purchasing Department	Marty Salazar	08/21/2008 03:34 PM	APRV
4	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV
Form Started By: Norma Silva			Started On: 08/21/2008 11:08 AM	
Final Approval Date: 08/22/2008				

AI-10796 **23.F.**

Cause No.: 7:07-CV-272

CC REGULAR

Date: 08/26/2008
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	08/22/2008 07:57 AM	APRV
2	Auditor's Office	Linda Fong	08/22/2008 08:15 AM	APRV
3	Purchasing Department	Marty Salazar	08/22/2008 08:25 AM	APRV
4	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV
Form Started By: Norma Silva			Started On: 08/21/2008 04:42 PM	
Final Approval Date: 08/22/2008				

AI-10784 **24.D.**

Claim of Luis E. Juarez
CC REGULAR

Date: 08/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Luis E. Juarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 12:06 PM	APRV
2	Auditor's Office	Linda Fong	08/21/2008 03:07 PM	APRV
3	Purchasing Department	Marty Salazar	08/21/2008 03:34 PM	APRV
4	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV
Form Started By: Norma Silva			Started On: 08/21/2008 11:05 AM	
Final Approval Date: 08/22/2008				

AI-10787 **24.E.**

Claim of Antonia Flores
CC REGULAR

Date: 08/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Antonia Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/21/2008 12:06 PM	APRV
2	Auditor's Office	Linda Fong	08/21/2008 03:07 PM	APRV
3	Purchasing Department	Marty Salazar	08/21/2008 03:34 PM	APRV
4	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV
Form Started By: Norma Silva			Started On: 08/21/2008 11:09 AM	
Final Approval Date: 08/22/2008				

AI-10797 **24.F.**

Cause No.: 7:07-CV-272

CC REGULAR

Date: 08/26/2008
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 Distict 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	08/22/2008 07:58 AM	APRV
2	Auditor's Office	Linda Fong	08/22/2008 08:15 AM	APRV
3	Purchasing Department	Marty Salazar	08/22/2008 08:25 AM	APRV
4	Court Administrator	Monica Badillo	08/22/2008 04:50 PM	APRV
Form Started By: Norma Silva			Started On: 08/21/2008 04:44 PM	
Final Approval Date: 08/22/2008				