AI-11033 **6.A.**

Public Hearing

CC REGULAR

Date: 09/16/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Tax Office

Information

CAPTION

1. Second Public Hearing to discuss Proposed 2008 Tax Increase
2. Set Date, Time and Place to adopt 2008 Tax Rate

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/05/2008 04:54 PM	APRV
2	Erika Reyna	Erika Reyna	09/11/2008 09:46 AM	APRV
3	Auditor's Office	Linda Fong	09/11/2008 03:53 PM	APRV
4	Purchasing Department	Marty Salazar	09/11/2008 04:10 PM	APRV
5	Court Administrator	Angela Garcia	09/11/2008 04:19 PM	APRV

Form Started By: Angela Garcia — Started On: 09/05/2008 04:28 PM

Final Approval Date: 09/11/2008

AI-11078 **7.C.**

Eyhorn Property Purchase
CC REGULAR

Date: 09/16/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Discussion, consideration, and approval to exercise the option to purchase property from Elizabeth M. Eyhorn;
2. Approval of closing documents to purchase the Eyhorn property and authorize the County Judge and/or Commissioner to execute all closing documents related to the purchase of the Eyhorn property;
3. Authorization of manual check for purchase of the Eyhorn property.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-432-00-123-022-0-719
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$1,704,957.81 - available account balance as of 9/11/08.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	09/11/2008 09:21 AM	APRV
2	Budget & Management	Veronica Lopez	09/11/2008 10:14 AM	APRV
3	Dale Kennan	Dale Kennan	09/11/2008 10:30 AM	APRV
4	Auditor's Office	Linda Fong	09/11/2008 03:57 PM	APRV
5	Purchasing Department	Marty Salazar	09/11/2008 04:41 PM	APRV
6	Court Administrator	Angela Garcia	09/12/2008 07:37 AM	APRV
Form Started By: Sergio Cruz			Started On: 09/10/2008 01:17 PM	
Final Approval Date: 09/12/2008				

AI-11150 **7.D.**

Local State of Emergency Declaration
CC REGULAR

Date: 09/16/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Presentation and/or necessary action in connection with the County Property and/or Health & Safety Issues due to Hurricane Ike.

2. Approval of "Emergency Declaration" due to Hurricane Ike for the following Precincts:
   a. Precinct #1
   b. Precinct #2
   c. Precinct #3
   d. Precinct #4

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No funding needed for this item.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/12/2008 01:17 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/12/2008 01:18 PM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 04:10 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:53 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Erika Reyna — Started On: 09/12/2008 11:18 AM

Final Approval Date: 09/12/2008

AI-11087 **7.E.**

Series 2008 USDA/County of Hidalgo Loan
CC REGULAR

Date: 09/16/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and approval of revised order authorizing issuance of Series 2008 USDA/County of Hidalgo loan in a principal amount not to exceed two hundred twenty-five thousand ($225,000.00); payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; and making other provisions regarding such note and matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz	Started On: 09/10/2008 02:51 PM
Final Approval Date: 09/12/2008	

AI-11088 **8.B.**

Health Department - Weedy Lots
CC REGULAR

Date: 09/16/2008
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Discussion and possible action on developing a plan or potential legislative action concerning weedy lot remediation.

BACKGROUND

Requested by Commissioner Sylvia Handy

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/10/2008 04:05 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/11/2008 04:27 PM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 04:08 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:51 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Josie Escalante Started On: 09/10/2008 02:51 PM

Final Approval Date: 09/12/2008

AI-11041 8.C.

Health Division - FY09 SDI Grant Contract

CC REGULAR

Date: 09/16/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached SDI Grant Contract #2009-029750, Attachment #001, in the amount of $454,557.00 for a total SDI award of $620,466.00 for the period 9/1/2008 to 8/31/2009.
2. Requesting authorization and appoval of the attached SDI Grant Budget and Salary schedules for the period 9/1/2008 to 8/31/2009 (Acct #8-1293-441-00-340-018-9).

BACKGROUND

Contract#	Amount	CC Date	AI	
029541	$165,909	9-09-08	10950	1 of 2
029750	$454,557	9-16-08	11041	2 of 2
Total	$620,466			

Fiscal Impact

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $454,557.00 for the SDI Grant (contract 2 of 2) - SDI Fee for Service for FY 2009. Grant period is from 9/1/08 to 8/31/09.

Revenue account#8-1293-334-00-340-018-9-000 SDI Grant

Attachments

Link: FY09 SDI Contract
Link: FY09 SDI Budget-a
Link: budget office salary schedule
Link: FY09 SDI Salary

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/09/2008 08:39 AM	APRV

2	Manuel Chapa	Manuel Chapa	09/12/2008 08:17 AM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 04:07 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 05:35 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:57 PM	NEW

Form Started By: Dan Beltran Started On: 09/08/2008 02:12 PM

Final Approval Date: 09/12/2008

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-029750 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $454,557.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 09/01/2008 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2009-029750-001 SDI - FEE FOR SERVICE

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

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

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

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

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

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

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

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

CONTRACT NO. 2009-029750
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000343186

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: SDI - FEE FOR SERVICE

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

SECTION I. STATEMENT OF WORK:

Contractor shall work collaboratively with DSHS to pilot tools, processes and activities which are designed to integrate delivery of identified services and to streamline and simplify contract administration.

Contractor shall use funds provided by this Program Attachment to provide and assure integration of one or more of the following services:

- Primary Health Care;
- Title V Child Health and Dental Services (Fee-for-Service);
- Title V Prenatal Services (Fee-for-Service);
- Title V Family Planning (Fee-for-Services);
- Title XX Family Planning; and
- Tuberculosis Elimination.

These services and standards are further described in the "Service Delivery Integration (SDI) Policies and User Manual" Fiscal Year 06-2, or latest revision.

Where applicable, Contractor shall provide integration with the following services:

- Title V Maternal and Child Health Services (Part B/Population-Based, and Children with Special Health Care Needs);
- Title X Family Planning;
- Special Supplemental Nutrition Program for Women, Infants and Children (WIC);
- Title XIX Family Planning;
- Title XIX Texas Health Steps; and
- Children's Health Insurance Program (CHIP).

In-scope programs include:

- Title V Child Health & Dental, Prenatal, Dental, Dysplasia, and Family Planning
- Title V Prenatal;
- Title X Family Planning;

- Title XX Family Planning;
- Primary Health Care; and
- Tuberculosis Elimination.

Contractor shall utilize fee-for-service rates for all contractor payments except Title X.

Contractor shall participate collaboratively with DSHS in the development, modification and evaluation of activities, tools, and processes, which facilitate integration of:

- Intake and eligibility determination;
- Billing and client fees;
- Uniform contract requirements;
- Reporting;
- Clinical standards;
- Contract monitoring;
- Policy development; and
- Automated information systems.

Contractor shall enter client data and billing information into DSHS SDI Integrated Eligibility, Billing and Reporting System (SIEBRS) as described in the "SDI Policies and Users Manual" Fiscal Year 06-2, or latest revision, for the activities funded by this Program Attachment.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment unless amended, including, but not limited to:

- Sterilizations, 42 CFR Part 50, Subpart B; and
- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B.

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

- DSHS FY09 Primary Health Care Renewal Application and any revisions;
- Contractor's FY09 Primary Health Care Renewal Application and any revisions;
- DSHS FY09 Title V Maternal and Child Health and Dental Services Renewal RFP and any revisions;
- Contractor's FY09 Title V Maternal and Child Health and Dental Services Renewal Application and any revisions;
- DSHS FY09 Title V, Title X and/or Title XX Family Planning Contract Continuation Renewal Application and any revisions;
- Contractor's FY09 Family Planning Contract Continuation Renewal Application and any revisions;
- DSHS FY09 Title V Maternal and Child Health Prenatal Services Renewal Contract Application and any revisions;
- Contractor's FY09 Title V Maternal and Child Health Prenatal Services Renewal Contract Application and any revisions.

Manuals

- DSHS "SDI Policies and Users Manual" Fiscal Year 06-2, or latest revision, including "SDI: Clinic Operations and Medical Standards";

Quality Management

- *Department of State Health Services Standards for Public Health Clinic Services,* revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2009, and Core Tool Monitoring Instructions, FY09, or latest revision;
- DSHS Service Delivery Integration (SDI) On-site Evaluation Report, revised for 2009 and Service Delivery Integration Tool Instructions, revised for 2009 or latest revision;
- DSHS Service Delivery Integration (SDI) Clinical Record Review Tool, revised for 2009, or latest revision; and
- DSHS Service Delivery Integration (SDI) Eligibility and Billing Record Review Tool, revised for 2009, or latest revision

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

Contractor shall coordinate its services with existing Federally Qualified Health Centers (FQHCs) located in its county(s) or examine seeking designation as an FQHC if no FQHC is currently available within its county(s).

A Contractor that is designated as a FQHC shall operate extended weekend and evening hours.

Contractor shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to DSHS for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If Contractor is affiliated with an entity that performs elective abortion procedures or becomes affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. Contractor and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If Contractor is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization with a separate governing structure.
2. Contractor and its abortion-services affiliate must have easily distinguishable names.
3. Contractor and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.
4. Contractor may not transfer any funds distributed under DSHS Strategy B.1.3 to its abortion-services affiliate. Contractor must assure that its affiliated entity apportions fair value for any

shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.

5. Contractor shall assure that any person employed part-time by Contractor and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If Contractor and its abortion-services affiliate are located at the same physical location, Contractor shall assure that the existence and separate nature of the affiliate relationship are clearly reflected by appropriate signage in areas accessible to the public.
7. Contractor and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the contract.

Contractor shall provide services to unduplicated clients who live or receive services in the following county(s) area: Hidalgo.

Performance measures set out in the "SDI Policies and Users Manual" and Contractor's response to the Competitive and/or Renewal Applications as approved by DSHS.

SECTION III. SOLICITATION DOCUMENT: This Program Attachment may be funded by one or more of the following RFPs: RFP # CHS-0172.1; and/or # CHS/PHC-0226.1; and/or # CHS/FEE–0233.1

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall enter and transmit client data and billing information into DSHS SIEBRS as described in the "SDI Policies and Users Manual" for the activities funded by this Program Attachment. DSHS will batch the electronic transmissions and generate and process a weekly payment voucher for Contractor. Payments are contingent upon a signed Contract and will not exceed the total of authorized funds under this Program Attachment. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and

performed or provided pursuant to the Contract. If those conditions are met, DSHS will make payment in accordance with the Texas prompt payment law (Tex. Gov't. Code, Chapter 2251). Contractors must comply with Tex. Gov't. Code, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment by DSHS shall not constitute acceptance or approval of Contractor's performance and Contractor's performance shall be subject to audit or review by DSHS.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental.

Contractor may bill up to the maximum amount specified below for each of the services funded by this Program Attachment. Total payments will not exceed $ 454,557.00.

TITLE V MCH FEE-FOR-SERVICE	$34833.00
TITLE V FAMILY PLANNING FEE-FOR-SERVICE	$210476.00
TITLE XX	$0.00
PRIMARY HEALTH CARE	$0.00
TUBERCULOSIS ELIMINATION	$209248.00

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, section 1.03 is revised to include:

> Contractor shall submit reports in the standard format provided by the DSHS Program only for any performance goals or activities not captured or reported in SIEBRS.

General Provisions, **Services** Article II, Section 2.05 is revised to include:

> Contractor shall implement a sliding fee scale that includes adjustments for family size and income for the provision of public health services. The sliding fee scale shall be based on the cost of the services provided and the Federal Poverty Guidelines, which are published annually by the U.S. Department of Health and Human Services. DSHS will provide the revised Federal Poverty Guidelines to Contractor along with guidance on adjusting the sliding fee scale. Contractor shall be responsible for the development and implementation of policies and procedures for charging, billing and collecting fees. These policies and procedures shall be reviewed by Contractor's policy board or advisory committee.
>
> Contractor shall assess and document each prospective client's eligibility or potential eligibility for third party reimbursement. In accordance with the SDI Policies and Users Manual, Contractor may assess a co-pay from clients provided services under this Program Attachment. A co-pay shall not be assessed from a client whose family income is at or below

100% of the most recently defined federal poverty level. A co-pay assessment may not exceed 25% of the amount DSHS pays for the provision of a given service. A client shall not be denied services due to inability to pay.

General Provisions, **Services** Article II, Section 2.06 is revised to include:

Pharmacy. If Contractor is dispensing and/or providing prescribed medications, e.g. birth control pills, antibiotics, etc. on site, it shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from DSHS.

General Provisions, **Funding** Article III, section 3.05 is replaced with the following:

Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made, and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report all program income utilizing SIEBRS, which is the DSHS Program's automation system, as described in the "SDI Policies and Users Manual."

These program income provisions shall not be construed to apply to funds raised by Contractor from fund-raising activities or donations. Fund raising includes membership drives or special events used to raise program funds. Donations include monies donated to the program by individuals and private groups, such as churches or other organizations.

Program income may be collected and retained by Contractor so long as it is used to provide services specified in the Statement of Work detailed in this Program Attachment.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02 is replaced with the following:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, according to the Medicaid rates incorporated into SIEBRS for the provision of allowable services to eligible clients. Only allowable services provided to eligible clients may be billed against this ceiling. The current schedule of Medicaid rates may be modified at the sole discretion of the State Medicaid Agency. DSHS must provide thirty (30) days written notice to Contractor should the modification include a reduction in rates. Notification of an increase in rates does not require written notification. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

Contractor shall bill DSHS in accordance with the "SDI Policies and User Manual". Contractor shall submit billing information, utilizing DSHS SIEBRS, within sixty (60) calendar days following the delivery date of service.

General Provisions, **Terms and Conditions of Payment** Article V, Section 5.01 is replaced with the following:

Contractor shall enter and transmit client data and billing information into DSHS SIEBRS as described in the "SDI Policies and Users Manual" for the activities funded by this Program Attachment. DSHS will batch the electronic transmissions and generate and process a weekly payment voucher for Contractor. Payments are contingent upon a signed Contract and will not exceed the total of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to the Contract. If those conditions are met, DSHS will make payment in accordance with the Texas prompt payment law (TEX. GOV'T. CODE, Chapter 2251). Contractors must comply with TEX. GOV'T. CODE, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment by DSHS shall not constitute acceptance or approval of Contractor's performance and Contractor's performance shall be subject to audit or review by DSHS.

General Provisions, **Terms and Conditions of Payment** Article V, Section 5.04 is replaced with:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor agrees to not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, Section 9.01 is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article.

General Provisions, **Assurances and Certifications** Article XI, Section 11.01, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,

- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

  If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.18 is revised to include:

> Contractor shall notify the Performance Management Unit, Contract Development and Support Branch, of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number , and the closure, relocation, and/or opening of new clinic sites.

DATE: **September 5, 2008**

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-018-9 (SDI Grant)

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

Honorable Commissioner's Court of Hidalgo County

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1293-441-00-340-018-9-113	Salary F/T Employee	$ 275,517.00
8-1293-441-00-340-018-9-220	FICA	$ 21,077.00
8-1293-441-00-340-018-9-230	Retirement	$ 24,577.00
8-1293-441-00-340-018-9-250	Unemployment Comp	$ 1,378.00
8-1293-441-00-340-018-9-260	Workers Comp	$ 9,010.00
8-1293-441-00-340-018-9-211	Health Insurance	$ 33,621.00
8-1293-441-00-340-018-9-212	Life Insurance	$ 266.00
8-1293-441-00-340-018-9-601	Office Supplies	$ 20,000.00
8-1293-441-00-340-018-9-602	Paper Supplies	$ 10,000.00
8-1293-441-00-340-018-9-603	Educational/Instructional Supplies	$ 20,000.00
8-1293-441-00-340-018-9-604	Chem. Drugs, Meds & Lab Supplies	$ 20,000.00
8-1293-441-00-340-018-9-661	Minor Office Equipment	$ 9,111.00
8-1293-441-00-340-018-9-664	Other Minor Equipment	$ 10,000.00
8-1293-334-00-340-018-9-000	SDI Revenue	454,557.00
	TOTAL BUDGET	$ 454,557.00

INCREASE REQUEST $

Revenue Account # 8-1293-334-00-340-018-9-000

REASON: Implement SDI Grant Budget for the period 9/1/2008 - 8/31/2009

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1293-441-00-340-018-9
Health & Human Services Dept.

AI-11041

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED	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	
G003	113	RN	$44,155.00	$0.00	$44,155.00	0.04	$1,766.00	$0.00	$45,921.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	113	RN	$44,155.00	$0.00	$44,155.00	0.04	$1,766.00	$0.00	$45,921.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G005	113	RN	$44,152.00	$0.00	$44,152.00	0.04	$1,766.00	$0.00	$45,918.00	$45,918.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,918.00
G007	113	BILLING COORD	$34,872.00	$0.00	$34,872.00	0.04	$1,395.00	$0.00	$36,267.00	$36,267.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,267.00
G008	113	SOCIAL WORKER	$32,414.00	$0.00	$32,414.00	0.04	$1,297.00	$0.00	$33,711.00	$33,711.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,711.00
G009	113	SOCIAL WORKER	$32,414.00	$0.00	$32,414.00	0.04	$1,297.00	$0.00	$33,711.00	$33,711.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,711.00
G011	113	MAINTENANCE WORKER	$18,787.00	$0.00	$18,787.00	0.048	$895.00	$0.00	$19,682.00	$19,682.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,682.00
G012	113	CLERK MANAGER	$18,750.00	$0.00	$18,750.00	0.045	$841.00	$0.00	$19,591.00	$19,591.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,591.00
G013	113	CLERK MANAGER	$17,856.00	$0.00	$17,856.00	0.045	$801.00	$0.00	$18,657.00	$18,657.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,657.00
G014	113	BILLING CLERK	$17,820.00	$0.00	$17,820.00	0.047	$841.00	$0.00	$18,661.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G015	113	ELIGIB SPECIAL	$16,972.00	$0.00	$16,972.00	0.047	$801.00	$0.00	$17,773.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G016	113	ELIGIB SPECIAL	$16,970.00	$0.00	$16,970.00	0.047	$801.00	$0.00	$17,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G017	113	BILLING CLERK	$16,272.00	$0.00	$16,272.00	0.048	$775.00	$0.00	$17,047.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G018	113	CLINIC AIDE	$16,272.00	$0.00	$16,272.00	0.048	$775.00	$0.00	$17,047.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$371,861.00	$0.00	$371,861.00		$15,817.00	$0.00	$387,678.00	$207,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$207,537.00

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-11110 **8.D.**

Approval of position reclassifications
CC REGULAR

Date: 09/16/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: HEALTH & HUMAN SERVICES
Department: BUDGET & MANAGEMENT
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Human Services Division:
1. Approval of position reclassifications as follows:

Position/ Slot No.	Current Position Title	Current Budgeted Salary	New Proposed Title	New Proposed Salary
240-001-0006	Eligibility Specialist	$28,629.00	Billing Specialist	Same
240-001-0026	Billing Clerk	$21,840.00	Eligibility Clerk	Same
240-001-0028	Eligibility Clerk	$28,865.00	Eligibility Specialist	Same

2. Approval of revised salary schedule.

BACKGROUND

No budgetary impact.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-444-00-240-001-0-XXX
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact. Position reclassifications do not include any budgeted salary adjustments.

Attachments

Link: PAR & Job Description-Billing Specialist
Link: PAR & Job Descriptions-Eligibility Clerk
Link: PAR & Job Descriptions-Eligibility Specialist
Link: Fiscal Note
Link: Revised Salary Schedule

Link: r-c committee

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	09/11/2008 05:11 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:48 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/12/2008 03:01 PM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Rosie Cantu

Started On: 09/10/2008 04:44 PM

Final Approval Date: 09/12/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Human Services

DATE: Enter Date
8-18-08

CURRENT POSITION TITLE: Enter position Title
ELIGIBILITY SPECIALIST

CURRENT SLOT. #: Enter current
240-001-006

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,629.00 (Current Budgeted Salary) $ 28,629.00 (Proposed Budgeted Salary) $ Ø (Net Change)

Position to be funded from one of the following: No Budgetary impact. Re

☑ 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 ☐
$ _____ Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	☐
N/A	☐		

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

TO REFLECT THE EMPLOYEES DUTIES AND RESPONSIBILITIES

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

N/A

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

TO REFLECT THE EMPLOYEES DUTIES AND RESPONSIBILITIES

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

NA

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

APPROVED BY CIVIL SERVICE COMMISSION ON 8-14-08

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Shawn Sammento DEPARTMENT HEAD	8/18/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	[signature] HUMAN RESOURCES DIRECTOR	9-11 2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	9/11/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Eligibility Specialist**	**FLSA Status:**	**Non-Exempt**
Dept. Code: 240-001		**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames;
- Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands;
- Prepare various reports and correspondence;
- Be available to answer questions and provide information to the general public and assist in identifying resources;
- Attend and participate in staff meetings and workshops;
- Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs;
- Properly prepare and complete necessary program forms and documents;
- Maintain and update participant computer and hard copy case files;
- Assist in clerical work as needed;
- Regular attendance is a must;
- Ability to work well with others;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and 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;
- Minimum of two (2) years experience with Indigent Health Care, Medicaid Programs, or related social programs- **PREFERRED**;
- Higher education hours may be substituted for experience up to two (2) years.
- Experience in Eligibility Determination preferred;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed; duties may change according to 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 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
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Billing Specialist**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**240-001**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Receive, evaluate and process provider medical bills for Hidalgo County residents participating in programs administered by the Human Services Department. Assist county resident's, and service providers in identifying other financial resources available and make appropriate referrals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Determine correct payment rates for medical and other related claims;
- Review and process service provider claims utilizing established policies and procedures;
- Determine if patient is eligible for payment at the time that services or procedures were performed;
- Respond to provider inquires concerning medical process and/or claims;
- Request clarifications from providers on medical procedures and claims;
- Disallow claims that are not in compliance and/or not covered services utilizing established program policies and procedures;
- Respond to participant's inquiries concerning medical procedures and/or claims;
- Provide information referrals to other community resources.
- Maintain and update patient's medical history and expenditures;
- Prepare various reports and correspondence about covered medical services and/or eligibility;
- Attend and participate in staff meetings and workshops;
- Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs;
- Assist in clerical work as needed;
- Regular attendance is a must;
- Ability to work well with others;

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

EDUCATION and/or EXPERIENCE:

- High School Diploma or GED;
- Bachelor's degree from an accredited college or university; **OR**
- Two (2) years of full-time experience in a social services agency and/or medical claims processing setting;
- One (1) additional year of experience may be substituted for each year of required education with a maximum substitution of three (3) years;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed; duties may change according to 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 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 conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentially;
- 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: Enter department Name
Human Services

DATE: Enter Date
8-18-08

CURRENT POSITION TITLE: Enter position Title
BILLING CLERK

CURRENT SLOT. #: Enter current
240-001-026

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 21,840.00 (Current Budgeted Salary) $ 21,840.00 (Proposed Budgeted Salary) $ Ø (Net Change)

Position to be funded from one of the following: NO Budgetary impact. Re

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

☐ Other _____

POSITION Type:

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

Enter hourly rate for temp. positions

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

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	☐
N/A	☐		

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

TO REFLECT THE EMPLOYEES DUTIES AND RESPONSIBILITIES

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

N/A

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

TO REFLECT THE EMPLOYEES DUTIES AND RESPONSIBILITIES

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

NA

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

APPROVED BY CIVIL SERVICE COMMISSION ON 8-14-08

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/18/08	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9-11-2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/11/08	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Billing Clerk**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**240-001**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Assist the billing & eligibility staff with all clerical tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Enters data and other information into computer system;
- Opens and date stamps all incoming mail.
- Send and receive files to and from central office, clinic, and hospitals.
- Gathers files and supplies that need to be sent to the clinic and hospital staff.
- Responsible for making copies of the CIHCP application for eligibility division
- Types, faxes, and makes copies;
- Interacts with the public and other government agencies;
- Compiles data into report formats and forwards information to the appropriate person;
- Assist with answering the phone and greeting the public
- Regular attendance is a must;
- Ability to work well with others;

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

EDUCATION and/or EXPERIENCE:
- High School diploma or GED;
- One (1) year experience in office setting or social service field;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License and liability insurance;

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed; duties may change according to 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 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 conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- 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
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Eligibility Clerk**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**240-001**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Under the general direction of the lead eligibility worker. Assists the eligibility workers with all clerical tasks;

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Enters data and other information into computer system;
- Filing, typing, faxing, copying;
- Interacts with the public and other government agencies;
- Compiles data into report formats and forwards information to the appropriate person;
- Acts as a receptionist;
- Greet the public, assists with applications and other documents;
- Schedules intake appointments;
- Log case numbers;
- Answers telephone or switchboard;
- Assists public with questions and requests;
- Assists eligibility staff with all clerical tasks;
- Ability to work well with others;
- Regular attendance is a must

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

EDUCATION and/or EXPERIENCE:
- High School diploma or GED;
- One (1) year experience in social services field;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed; duties may change according to 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 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;
- 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;

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

N/A

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Human Services

DATE: Enter Date
8-18-08

CURRENT POSITION TITLE: Enter position Title
ELIGIBILITY CLERK

CURRENT SLOT. #: Enter current
240-001-028

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ **28,865.00** Current Budgeted Salary $ **28,865.00** Proposed Budgeted Salary $ **0** Net Change

Position to be funded from one of the following: NO Budgetary Impact. RE

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

TO REFLECT THE EMPLOYEES DUTIES AND RESPONSIBILITIES

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Eligibility Clerk**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**240-001**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Under the general direction of the lead eligibility worker. Assists the eligibility workers with all clerical tasks;

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Enters data and other information into computer system;
- Filing, typing, faxing, copying;
- Interacts with the public and other government agencies;
- Compiles data into report formats and forwards information to the appropriate person;
- Acts as a receptionist;
- Greet the public, assists with applications and other documents;
- Schedules intake appointments;
- Log case numbers;
- Answers telephone or switchboard;
- Assists public with questions and requests;
- Assists eligibility staff with all clerical tasks;
- Ability to work well with others;
- Regular attendance is a must

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

EDUCATION and/or EXPERIENCE:
- High School diploma or GED;
- One (1) year experience in social services field;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed; duties may change according to 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 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 conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- 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
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Eligibility Specialist**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**240-001**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames;
- Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands;
- Prepare various reports and correspondence;
- Be available to answer questions and provide information to the general public and assist in identifying resources;
- Attend and participate in staff meetings and workshops;
- Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs;
- Properly prepare and complete necessary program forms and documents;
- Maintain and update participant computer and hard copy case files;
- Assist in clerical work as needed;
- Regular attendance is a must;
- Ability to work well with others;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and 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;
- Minimum of two (2) years experience with Indigent Health Care, Medicaid Programs, or related social programs- **PREFERRED**;
- Higher education hours may be substituted for experience up to two (2) years.
- Experience in Eligibility Determination preferred;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed; duties may change according to 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 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 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, September 16, 2008

Agenda Item: AI-11110

SUMMARY OF REQUEST/ PROPOSAL:
The Health & Human Services Dept.- Human Services Division is requesting approval to reclassify 3 positions, slot no.'s 240-001-0006, -0026, and -0028 with no budgeted salary change, effective next full pay period (10/03/08).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Total Salary Requested	Adjustment Requested
1100	Billing Specialist	0006	113	28,629.00	28,629.00	0.00
1100	Eligibility Clerk	0026	113	21,840.00	21,840.00	0.00
1100	Eligibility Specialist	0028	113	28,865.00	28,865.00	0.00
				79,334.00	79,334.00	
						0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-444-00-240-001-0-	113	HUMAN SERVICES -	PERM F/T EMPL	-
8-1100-444-00-240-001-0-	211	HUMAN SERVICES -	HEALTH INSURANCE	-
8-1100-444-00-240-001-0-	212	HUMAN SERVICES -	LIFE INSURANCE	-
8-1100-444-00-240-001-0-	220	HUMAN SERVICES -	FICA	-
8-1100-444-00-240-001-0-	230	HUMAN SERVICES -	RETIREMENT	-
8-1100-444-00-240-001-0-	250	HUMAN SERVICES -	UNEMPLOYMENT COMP	-
8-1100-444-00-240-001-0-	260	HUMAN SERVICES -	WORKER'S COMP	-
			2008 Budgetary Impact	0.00

2009 Budgetary Impact: N/A

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-444-00-240-001-0
HUMAN SERVICES

AI-11110

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	Interpret. 116	Supplem. 117	Auto A 118	Clothing 119	
0001	113	DIRECTOR	$68,408.00	$0.00	$68,408.00	0.04	$2,736.00	$0.00	$71,144.00	$71,144.00	$540.00	$0.00	$0.00	$3,600.00	$0.00	$75,284.00
0002	113	SUPERVISOR	$33,331.00	$0.00	$33,331.00	0.04	$1,333.24	$0.00	$34,664.00	$34,664.00	$540.00	$0.00	$0.00	$0.00	$0.00	$35,204.00
0003	113	ADM SECRETARY	$30,739.00	$0.00	$30,739.00	0.04	$1,229.56	$0.00	$31,969.00	$31,969.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,969.00
0004	113	SUPERVISOR	$30,739.00	$0.00	$30,739.00	0.04	$1,230.00	$0.00	$31,969.00	$31,969.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,969.00
0005	113	BILLING SPECIALIST	$29,402.00	$0.00	$29,402.00	0.04	$1,176.08	$0.00	$30,578.00	$30,578.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,058.00
0006	113	s/b BILLING SPECIALIST ↓ ELIGIBILITY SPECIALIST	$27,528.00	$0.00	$27,528.00	0.04	$1,101.12	$0.00	$28,629.00	$28,629.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,989.00
0007	113	ELIGIBILITY SPECIALIST	$27,528.00	$0.00	$27,528.00	0.04	$1,101.12	$0.00	$28,629.00	$28,629.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,629.00
0008	113	ELIGIBILITY SPECIALIST	$27,377.00	$1,252.00	$28,629.00	0	$0.00	$0.00	$28,629.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0010	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0012	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,920.00
0013	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0014	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,980.00
0015	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,100.00
0016	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,980.00
0017	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0018	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,040.00
0019	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0020	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0021	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0022	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$22,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,839.00
0023	113	BILLING SPECIALIST	$21,395.00	$2,105.00	$23,500.00	0	$0.00	$0.00	$23,500.00	$23,500.00	$660.00	$0.00	$0.00	$0.00	$0.00	$24,160.00
0024	113	ELIGIBILITY CLERK	$19,806.00	$2,034.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
0025	113	ELIGIBILITY CLERK	$19,806.00	$2,034.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
0026	113	s/b ELIGIBILITY CLERK ↓ BILLING CLERK	$19,345.00	$2,495.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
0027	113	ELIGIBILITY CLERK	$19,345.00	$2,495.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$20,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,840.00
0028	113	s/b ELIGIBILITY SPECIALIST ↓ ELIGIBILITY CLERK	$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
0029	113	ELIGIBILITY SPECIALIST	$26,000.00	$0.00	$26,000.00	0	$0.00	$0.00	$26,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0030	113	BILLING SPECIALIST	$0.00	$23,839.00	$23,839.00	0	$0.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0031	113	BILLING SPECIALIST	$0.00	$23,839.00	$23,839.00	0	$0.00	$0.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	ELIGIBILITY CLERK	$0.00	$21,840.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
		TOTAL	$746,444.00	$102,849.00	$849,293.00		$15,017.32	$0.00	$864,310.00	$806,342.00	$5,100.00	$0.00	$0.00	$3,600.00	$0.00	$815,042.00

***Position reclassifications pending CC approval.

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, September 16, 2008

Agenda Item: AI-11110

SUMMARY OF REQUEST/ PROPOSAL:
The Health & Human Services Dept.- Human Services Division is requesting approval to reclassify 3 positions, slot no.'s 240-001-0006, -0026, and -0028 with no budgeted salary change, effective next full pay period (10/03/08).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Total Salary Requested	Adjustment Requested
1100	Billing Specialist	0006	113	28,629.00	28,629.00	0.00
1100	Eligibility Clerk	0026	113	21,840.00	21,840.00	0.00
1100	Eligibility Specialist	0028	113	28,865.00	28,865.00	0.00
				79,334.00	79,334.00	
						0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-444-00-240-001-0-	113	HUMAN SERVICES -	PERM F/T EMPL	-
8-1100-444-00-240-001-0-	211	HUMAN SERVICES -	HEALTH INSURANCE	-
8-1100-444-00-240-001-0-	212	HUMAN SERVICES -	LIFE INSURANCE	-
8-1100-444-00-240-001-0-	220	HUMAN SERVICES -	FICA	-
8-1100-444-00-240-001-0-	230	HUMAN SERVICES -	RETIREMENT	-
8-1100-444-00-240-001-0-	250	HUMAN SERVICES -	UNEMPLOYMENT COMP	-
8-1100-444-00-240-001-0-	260	HUMAN SERVICES -	WORKER'S COMP	-
			2008 Budgetary Impact	0.00

2009 Budgetary Impact: N/A

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-444-00-240-001-0
HUMAN SERVICES

AI-11110

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	DIRECTOR	$68,408.00	$0.00	$68,408.00	0.04	$2,736.00	$0.00	$71,144.00	$71,144.00	$540.00	$0.00	$0.00	$3,600.00	$0.00	$75,284.00
0002	113	SUPERVISOR	$33,331.00	$0.00	$33,331.00	0.04	$1,333.24	$0.00	$34,664.00	$34,664.00	$540.00	$0.00	$0.00	$0.00	$0.00	$35,204.00
0003	113	ADM SECRETARY	$30,739.00	$0.00	$30,739.00	0.04	$1,229.56	$0.00	$31,969.00	$31,969.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,969.00
0004	113	SUPERVISOR	$30,739.00	$0.00	$30,739.00	0.04	$1,230.00	$0.00	$31,969.00	$31,969.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,969.00
0005	113	BILLING SPECIALIST	$29,402.00	$0.00	$29,402.00	0.04	$1,176.08	$0.00	$30,578.00	$30,578.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,058.00
		s/b BILLING SPECIALIST														
0006	**113**	**~~ELIGIBILITY SPECIALIST~~**	**$27,528.00**	**$0.00**	**$27,528.00**	**0.04**	**$1,101.12**	**$0.00**	**$28,629.00**	**$28,629.00**	**$360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$28,989.00**
0007	113	ELIGIBILITY SPECIALIST	$27,528.00	$0.00	$27,528.00	0.04	$1,101.12	$0.00	$28,629.00	$28,629.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,629.00
0008	113	ELIGIBILITY SPECIALIST	$27,377.00	$1,252.00	$28,629.00	0	$0.00	$0.00	$28,629.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0010	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0012	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,920.00
0013	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0014	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,980.00
0015	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,100.00
0016	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,980.00
0017	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0018	113	ELIGIBILITY SPECIALIST	$25,176.00	$2,324.00	$27,500.00	0	$0.00	$0.00	$27,500.00	$27,500.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,040.00
0019	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0020	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0021	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0022	113	BILLING SPECIALIST	$22,839.00	$0.00	$22,839.00	0.0438	$1,000.00	$0.00	$23,839.00	$22,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,839.00
0023	113	BILLING SPECIALIST	$21,395.00	$2,105.00	$23,500.00	0	$0.00	$0.00	$23,500.00	$23,500.00	$660.00	$0.00	$0.00	$0.00	$0.00	$24,160.00
0024	113	ELIGIBILITY CLERK	$19,806.00	$2,034.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
0025	113	ELIGIBILITY CLERK	$19,806.00	$2,034.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
		s/b ELIGIBILITY CLERK														
0026	**113**	**~~BILLING CLERK~~**	**$19,345.00**	**$2,495.00**	**$21,840.00**	**0**	**$0.00**	**$0.00**	**$21,840.00**	**$21,840.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$21,840.00**
0027	113	ELIGIBILITY CLERK	$19,345.00	$2,495.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$20,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,840.00
		s/b ELIGIBILITY SPECIALIST														
0028	**113**	**~~ELIGIBILITY CLERK~~**	**$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**
0029	113	ELIGIBILITY SPECIALIST	$26,000.00	$0.00	$26,000.00	0	$0.00	$0.00	$26,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0030	113	BILLING SPECIALIST	$0.00	$23,839.00	$23,839.00	0	$0.00	$0.00	$23,839.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,839.00
0031	113	BILLING SPECIALIST	$0.00	$23,839.00	$23,839.00	0	$0.00	$0.00	$23,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	ELIGIBILITY CLERK	$0.00	$21,840.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
		TOTAL	$746,444.00	$102,849.00	$849,293.00		$15,017.32	$0.00	$864,310.00	$806,342.00	$5,100.00	$0.00	$0.00	$3,600.00	$0.00	$815,042.00

*****Position reclassifications pending CC approval.**

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Human Services **REQUEST DATE:** 08-18-08

DEPARTMENT NUMBER: 240 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0006

HIDALGO COUNTY BUDGET OFFICE 2008 SEP 10 AM 10 37

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Eligibility Specialist	$ 28,629.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

Billing Specialist	$ 28,629.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Esthela D. Cardenas Human Resources Representative	9/8/2008 Date
Norma G. Garcia County Treasurer Representative	09/08/08 Date
Raul Delgado Budget & Management Representative	9/08/2008 Date

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Human Services **REQUEST DATE: 08-18-08**

DEPARTMENT NUMBER: 240 **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0026

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Billing Clerk	$ 21,840.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

Eligibility Clerk	$ 21,840.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative	Date 9/8/2008
Norma G. García County Treasurer Representative	09/08/08 Date
Budget & Management Representative	9/08/2008 Date

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Human Services **REQUEST DATE: 08-18-08**

DEPARTMENT NUMBER: 240 **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0028

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Eligibility Clerk	$ 28,865.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

Eligibility Specialist	$ 28,865.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Esther A. Cortez Human Resources Representative	9/8/2008 Date
Norma G. García County Treasurer Representative	09/08/08 Date
Budget & Management Representative	9/08/2008 Date

AI-11151 **9.A.**

Elections Services Agreements - Mission CISD(equipment lease) & Donna ISD

CC REGULAR

Date: 09/16/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: oth
Department: BUDGET & MANAGEMENT
Agenda Area: Elections Administration

Information

CAPTION

1. Approval of Agreement for Elections Services between County of Hidalgo and Donna I.S.D.
2. Approval of Contract for the Lease of Voting Systems between County of Hidalgo and Mission C.I.S.D.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: Agreement
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/12/2008 01:17 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/12/2008 01:50 PM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 04:11 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:53 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Monica Badillo Started On: 09/12/2008 11:28 AM

Final Approval Date: 09/12/2008

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

THIS AGREEMENT (the "Agreement") is entered into by and between the Donna I.S.D, Texas, acting by and through it's School Board President, Dennis Ramirez (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 ____ day of _____, 2008.

DONNA I.S.D, TEXAS

By: _____
Dennis Ramirez DONNA I.S.D. Board President

ATTEST:

_____
DONNA 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

THE STATE OF TEXAS §
§ CONTRACT FOR THE LEASE OF VOTING SYSTEMS
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), on behalf of Hidalgo County, a political subdivision of the State of Texas, and the MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 123.032.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on Tuesday, November 4, 2008 and desires to lease Direct Recording Electronic voting systems from the ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for such voting systems to be provided by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for the ENTITY'S lease of the DRE iVotronic v. 8.0.1.0 voting systems and Optical Scan Model 650 v. 1.2.0.0 voting systems, as described in Article II, that are to be provided by ADMINISTRATOR'S office and used by the ENTITY in its November 4, 2008 election and any runoff election, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to ENTITY the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment, including the DRE iVotronic v. 8.0.1.0 voting systems and Optical Scan

Monica

Model 650 v. 1.2.0.0 voting systems for each of ENTITY'S polling locations and the transportation of such equipment to and from the polling locations, including early voting substations, for ENTITY;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by ENTITY;

(C) Provide information regarding the election equipment to be provided by ADMINISTRATOR pursuant to section (A) to ENTITY'S election officers;

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of ENTITY'S election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the ENTITY'S November 4, 2008 election have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, ENTITY agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each DRE

iVotronic voting system and $100.00 leasing fee for each Optical Scan Model 650 voting system requested by the ENTITIY, in addition to a $50.00 flat programming fee to cover the programming of all the voting systems retained by the ENTITY under this Agreement for the ENTITY'S November 4, 2008 election. The above described fees for each *machine* and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by ENTITY within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the "Hidalgo County Elections Administrator" and mailed to:

Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED DUE TO THE ENTITY'S NEGLIGENT USE OR CARE OF THE ELECTON EQUIPMENT,THE ENTITY SHALL BE LIABLE FOR SUCH DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case 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 herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 26th day of August, 2008

ELECTIONS ADMINISTRATOR

BY: _____
Raymond Longoria,
MISSION CISD BOARD PRESIDENT

BY: _____
Elections Administrator

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-11028 **10.A.**

EL PASO WEST TEXAS CSCD
CC REGULAR

Date: 09/16/2008
Submitted By: Diana Solis, ADULT PROBATION
Submitted For: Diana Solis
Department: ADULT PROBATION

Information

CAPTION

Requesting authority and approval to accept the Memorandum of Understanding between Hidalgo County CSCD and West Texas Community Supervision and Corrections Department in developing policies, practices and procedures to decrease employment turnover and increase employment retention of CSOs and DCS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-002-8-311
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 09-09-08 $5,000.00

Attachments

Link: EL PASO WEST TEXAS CSCD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/05/2008 03:03 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/09/2008 10:40 AM	APRV
3	Auditor's Office	Linda Fong	09/11/2008 03:51 PM	APRV
4	Purchasing Department	Marty Salazar	09/11/2008 04:11 PM	APRV
5	Court Administrator	Angela Garcia	09/11/2008 04:19 PM	APRV

Form Started By: Diana Solis Started On: 09/05/2008 02:20 PM

Final Approval Date: 09/11/2008

CUSTOMER:
Hidalgo County CSCD
P.O. Box 970
Edinburg TX 78540

INVOICE NO: 1369
INVOICE DATE: 9-5-2008
TERMS -DUE:
CONTACT: Nicole Pinon
(915) 546-8120
Ext 4195

SFX	DESCRIPTION	AMOUNT
01	Memorandum of understanding for Turnover and Determinant Factors Survey	$5,000.00

8-1297-423-00-320-002-8-311
CH# 992956

$5,000.00

REMARKS:
PLEASE REFERENCE INVOICE NUMBER :
MAKE CHECKS PAYABLE TO:
SEND PAYMENT TO THE ADDRESS ABOVE.

WEST TEXAS CSCD
800 E. Overland Ave,Suite100
El Paso, TX. 79901

9-5-08

TO INSURE PROPER CREDIT, PLEASE SUBMIT REMITTANCE SLIP WITH PAYMENT

REMITTANCE SLIP

SFX	DOCUMENT NUMBER	TREASURY FUND	INVOICE AMOUNT	PAYMENT AMOUNT
01	1369		$5,000.00	
		TOTAL INVOICE/PAYMENT	$5,000.00	

INVOICE RECEIVED BY:
[illegible] ON 9-4-08
GOODS/SERVICES RECEIVED BY:
Joe Lopez ON 9/4/08

MEMORANDUM OF UNDERSTANDING

West Texas Community Supervision and Corrections Department (hereinafter West Texas CSCD) and Harris County, Dallas County, Tarrant County, Bexar County, Travis County, and Hidalgo County, Community and Supervision and Corrections Departments (hereinafter CSCDs)

I. PURPOSE:

This agreement is made and entered into by between West Texas Community Supervision and Corrections Department (hereinafter **West Texas CSCD**) and CSCDs for the purpose of commissioning a Turnover Intention and Determinant Factors Survey (hereinafter **Survey**) of Adult Community Supervision and Corrections Departments' Community Supervision Officers (hereinafter **CSOs**) and Direct Care Staff (hereinafter **DCS**) to assist CSCDs in developing policies, practices and procedures to decrease employment turnover and increase employment retention of CSOs and DCS; and to memorialize the agreement between and among the CSCDs and West Texas CSCD for collection and distribution of monetary funds contributed by the CSCDs and West Texas CSCD to reimburse and cover the costs incurred by Angelo State University (hereinafter **ASU**) in conducting the Survey to Identify and collect data on the causes, frequency and preventability of turnover among CSCD CSOs and DCS.

II. DEFINITIONS:

In this agreement the following terms have the meanings set forth below:

Agreement means this Memorandum of Understanding.

CSCD or CSCDs means the Texas Community Supervision and Corrections Departments that are Party to this Memorandum of Understanding.

West Texas CSCD means West Texas Community Supervision and Corrections Department.

Non-Party CSCD means a Texas Community Supervision and Corrections Department that is not a Party to this Memorandum of Understanding but may later be petitioned to contribute toward the costs associated with conducting the Study and participate therein.

Party or Parties means a Texas Community Supervision and Corrections Department that has executed this agreement.

III. RESPONSIBILITIES:

West Texas CSCD and CSCDs agree to the following:

1. West Texas CSCD shall:

a) Collect, record, and monitor payments made by the CSCDs, in accordance with generally accepted principles of accounting.

b) Draft and administer an agreement between all CSCDs, including West Texas CSCD, and ASU to commission the Survey.

c) Remit its portion of the total payment, in the amount set out in the attached schedule, along with the payments remitted to West Texas CSCD by the other CSCDs, to the contact at ASU on or before June 21, 2008.

d) Not use funds paid under this Agreement by the Party CSCDs for any purpose other than paying costs of the Survey.

e) Develop rules, policies, procedures, regulations or standards that establish a protocol for support and cooperation by all West Texas CSCD administrators and staff during the course of the study. Initially encourage employee voluntary and anonymous participation in the Survey and continue to do so until ASU has the data necessary to complete the Survey.

f) Notify all CSCDs of any failure on the part of any CSCD to comply with the CSCDs' obligations, set forth in Section 2(d) below, by March 28, 2008. If any CSCD fails to comply with that CSCDs' obligations set forth in provisions of Section 2(d) below, West Texas CSCD may petition or seek additional contributions from any or all CSCDs to contribute an additional amount toward the costs associated with conducting the Survey. Additionally, if any CSCD fails to comply with that CSCDs' obligations, set forth in provisions of Section 2(d) below, West Texas CSCD may petition or seek contributions from a Non-Party CSCD to contribute to and participate in the Survey. If West Texas CSCD solicits contributions from a Non-Party CSCD and that Non-Party CSCD agrees to contribute toward the costs associated with the Survey, West Texas CSCD shall require that the Non-Party CSCD to provide their contribution by a date certain not less than twenty days before the due date for payment set by ASU in order for the Non-Party CSCD to contribute and participate in the Survey.

g) In the event that subsection (e) of this section becomes effective, West Texas CSCD shall amend its records to reflect a change in the amount contributed by a CSCD or to document a contribution and participation in the Survey by a Non-Party CSCD.

h) Act as the agent for all Party CSCDs for the sole purpose of commissioning the Survey by entering into and administering an agreement for professional services with ASU in connection with the Survey.

i) Furnish to the other party CSCDs with a copy of the agreement with ASU for approval prior to the Survey beginning.

j) Forward all Party CSCDs with a copy of the completed Study for review.

k) In the event that the Agreement between West Texas CSCD and ASU is terminated by West Texas CSCD or ASU, West Texas CSCD agrees to distribute to the Party CSCDs any amount reimbursed by ASU in proportion to the percentage contributed by the Party CSCDs under this Agreement.

2. CSCDs shall:

a) Provide a complete list of CSCD CSOs and DCS as required by ASU.

b) Develop rules, policies, procedures, regulations or standards that establish a protocol for support and cooperation by all CSCD administrators and staff during the course of the study. Initially encourage employee voluntary and anonymous participation in the Survey and continue to do so until ASU has the data necessary to complete the Survey.

c) Share information with other CSCDs as required by ASU or requested by another CSCD.

d) Remit payment in the amount set out in the attached schedule to the contact at West Texas CSCD on or before June 21, 2008, or provide documentation of forthcoming payment to be received by West Texas CSCD on or before June 28, 2008. A failure by a CSCD to comply with this provision may result in the failing CSCDs exclusion from participation in this agreement and the Study.

IV. AMENDMENTS:

West Texas CSCD and CSCDs agree that any Party hereto may, subject to the consent of the other Parties, seek to amend this agreement at any time, should changes in the Survey or delivery be necessary. Any modifications or amendments to this agreement must be in writing, executed by all Parties.

V. EFFECTIVE DATE:

This agreement shall become immediately effective upon the signature of all Parties hereto.

VI. TERM:

The Parties agree that this agreement shall continue, without termination or need for formal renewal, until completion of the Survey or one year from the last date of execution by the Parties, whichever is later.

VII. ENTIRE AGREEMENT:

This Memorandum of Understanding contains the entire agreement between the Parties and expresses the Parties' understanding of the collaboration between West Texas CSCD and CSCDs. Any prior discussions, promises, representations, and understandings, whether written or oral, relative to the subject matter of this agreement have no further force or effect.

VIII. INDEMNIFICATION

To the extent permitted under the laws of the State of Texas, the West Texas CSCD and the CSCDs agree to hold each other harmless from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any negligent acts of either party or party's personnel, if any, or its agents or employees whether occurring during the performance of the services under this Agreement or in the execution of the performance of any of its duties under this Agreement.

IX. NOTICE:

Any notice required to be given under the provisions of this agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the addresses under the signatures below:

In Witness whereof, the Parties have executed this Memorandum of Understanding on the Date(s) indicated below.

_____ _____

Stephen L. Enders, Director **Date**
West Texas CSCD
800 E. Overland, Ste. 100
El Paso, Texas 79901
(915) 546-8120

_____ _____

Paul Becker, Director **Date**
Harris County CSCD
49 San Jacinto, Suite 600
Houston, Texas 77002
(713) 755-2710

Dr. Michael E. Noyes, Director
Dallas County CSCD
133 N. Industrial Blvd., 9th Floor
Dallas, Texas 75207
(214) 653-5202

Date

Tom Plumlee, Director
Tarrant County CSCD
200 W. Belknap Street
Fort Worth, Texas 76196
(817) 884-1600

Date

H. William Fitzgerald III, Director
Bexar County CSCD
601 Dolorosa Street
San Antonio, Texas 78207
(210) 335-7322

Date

Dr. Geraldine Nagy, Director
Travis County CSCD
411 W. 13th St., Ste. 400
P.O. Box 2245
Austin, Texas 78701
(512) 854-4608

Date

Joe E. Lopez, Director
Hidalgo County CSCD
3100 S. Business Hwy. 281
P.O. Box 970
Edinburg, Texas 78529

Date

_____, Director
_____County CSCD

Date

PAYMENT SCHEDULE

CSCD	Contribution
West Texas CSCD	$ 5,000.00
Harris County CSCD	$ 5,000.00
Dallas County CSCD	$ 5,000.00
Tarrant County CSCD	$,5,000.00
Bexar County CSCD	$,5,000.00
Travis County CSCD	$ 5,000.00
Hidalgo County CSCD	$ 5,000.00

AI-11047 **11.A.**

Interlocal Agr. - Pct. #1 & City of Edcouch
CC REGULAR

Date: 09/16/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of an Interlocal Cooperation Agreement between Hidalgo County Precinct No. 1 and the City of Edcouch for the purchase of a Ferrara Fire Apparatus, Inc. model RP1003 Pumper mounted on an Intruder II Chassis with equipment, utilizing 2008 FY funds.

BACKGROUND

Hidalgo County Precinct No. 1 has allocated $257,000.00 from it's 2008 FY funding for the purchase of a Ferrara Fire Apparatus, Inc. model RP1003 Pumper mounted on an Intruder II Chassis and equipment for the City of Edcouch. (Attached is a copy of Agreement). City Council took action to approve on September 9, 2008.

Fiscal Impact

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

BUDGETARY IMPACT:

Contribution of funds not to exceed $275,000.00 will be utilized from Urban County Year 21 (2008) Fire Station/Equipment

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/09/2008 10:26 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/10/2008 11:14 AM	APRV
3	Auditor's Office	Linda Fong	09/11/2008 04:05 PM	APRV
4	Purchasing Department	Marty Salazar	09/11/2008 04:31 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 07:37 AM	APRV

Form Started By: Estella Webber — Started On: 09/08/2008 05:49 PM

Final Approval Date: 09/12/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF EDCOUCH, TEXAS

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

WITNESSETH:

WHEREAS, Edcouch is a General Law municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 21 (2008) Fire Station/Equipment, for the Edcouch Fire Department , including but not limited to the purchase of a Ferrera Fire Apparatus, Inc. Model RP1003 Pumper mounted on an Intruder II Chassis as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Edcouch as described herein;

WHEREAS, Edcouch and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. **County agrees to** contribute CDBG funds to Edcouch in an amount not to exceed Two Hundred Fifty-Seven Thousand Dollars and No Cents ($257,000.00) from the Urban County Year 21 (2008) Fire Station/Equipment Activity.

2. **County shall** be responsible for the purchase of equipment as listed on "Exhibit A".

3. **Following** the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds will be used for the project as outlined in Exhibit B;

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

6. **No Waiver.** No waiver by any party hereto 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 thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party 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 Edcouch and County, and not otherwise.

8. **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.

9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edcouch:	City of Edcouch Attention: Mayor Jose Raul Guzman P.O. Box 100 Edcouch, Texas 78538
If to County:	Hidalgo County, Texas Attention: Juan D. Salinas III, County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78540-0758

With copy to: Sylvia Handy, Commissioner, Precinct No. 1
1902 Joe Stephens
Weslaco, Texas 78596

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

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

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

12. **Assignment.** This Agreement shall not be assignable.

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

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

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that 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 provision of Tex. Loc. Govt. Code Ann.§271.903.

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

CITY OF EDCOUCH

_____
Jose Raul Guzman, Mayor

ATTEST:

_____
Veronica Montoya, City Secretary

HIDALGO COUNTY

_____
Juan D. Salinas III, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

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

BY: _____
Stephen L. Crain

Exhibit "A"
Description of Activity

Purchase of the purchase of a Ferrera Fire Apparatus, Inc. Model RP1003 Pumper mounted on an Intruder II Chassis for the Edcouch Volunteer Fire Department.

Exhibit "B"
Budget

Contribution of funds not to exceed $257,000.00 will be utilized from Urban County Year 21 (2008) Fire Station/Equipment Activity.

AI-11052 **11.B.**

Purchase of Fire Truck - City of Edcouch
CC REGULAR

Date: 09/16/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting authority to purchase a Fire Truck (Ferrara Fire Apparatus, Inc., Model RP1003 Pumper mounted on an Intruder II Chassis with equipment through Hidalgo County's membership and participation with TASB (BuyBoard) awarded vendor Hall Buick Pontiac GMC in the amount not to exceed $257,000.00, which includes delivery, pre-payment discount and buyboard fees.

BACKGROUND

Hidalgo County Precinct No. 1 has allocated $257,000.00 from it's 2008 FY funding for the purchase of a Fire Truck for the City of Edcouch. A pre-payment option was accepted to obtain a discount of $4,287.00. Full payment will be made in advance, and the fire truck will be delivered within 30 days after award of conctract. Urban County Program will utilize fiscal year 2008 in the amount of $257,000.00 from Precinct No. 1 Fire Station Equipment line item and the fire truck will be stationed at the Edcouch Fire Department, located at 200 West Santa Rosa Avenue.

Fiscal Impact

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

BUDGETARY IMPACT:

Funds available $257,000.00
2008 FY Fire Station Equipment

Attachments

Link: fire equip proposal
Link: Letter
Link: City Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/09/2008 11:43 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/10/2008 11:16 AM	APRV
3	Auditor's Office	Linda Fong	09/11/2008 04:10 PM	APRV
4	Purchasing Department	Marty Salazar	09/11/2008 04:31 PM	APRV

5	Court Administrator	Angela Garcia	09/12/2008 07:37 AM	APRV
Form Started By: Estella Webber			Started On: 09/09/2008 10:42 AM	
Final Approval Date: 09/12/2008				

HALL
BUICK PONTIAC GMC
5721 Highway 31 West
Tyler, Texas 75709

September 3, 2008

Edcouch Volunteer Fire Department
201 West Santa Rosa Avenue
Edcouch, Texas 78538

We are pleased to submit our bid for your consideration on the following complete apparatus in strict accordance with the attached proposal for:

One (1) Ferrara Fire Apparatus, Inc. model RP1003 Pumper mounted on an Intruder II chassis per the attached specifications and proposal.

Option #1:	
Unit Price w/Options:	**$259,787.00**
Buy Board Fee:	**$1,500.00**
Total Unit Purchase Price:	**$261,287.00**

Option #2:	
Unit Price w/Options:	**$259,787.00**
100% Pre Pay Discount:	**($4,287.00)**
Buy Board Fee:	**$1,500.00**
Total Unit Purchase Price:	**$257,000.00**

Note: The unit will be purchased off our Buy Board contract #245-06, specification #11

A factory-trained instructor shall deliver the unit and familiarize department personnel. Proper manuals and UL test approval certificate shall be furnished at delivery.

Delivery on the above shall be within 30 days after award, F.O.B. Edcouch, Texas.

This quotation is valid for 90 days. The pricing provided is exclusive of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein.

Sincerely,
Hall Motors

A Ferrara Fire Apparatus Dealer

Lupita V. Garcia

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Thursday, September 04, 2008 3:06 PM
To: 'Diana Serna'
Cc: Lupita Garcia; Tony Barco
Subject: FW: Procurement Clearance request.

After reviewing attachments for proposed purchase of One (1) Fire Apparatus, Inc. model RP1003 Pumper the attachments are in order. Please make sure that the following procedure is implemented before placing before Commissioners Court for approval as follows:

Formal letter from City accepting specifications for proposed unit; and to include request of assistance for Pct. #1 for purchase of unit and CC your offiice.

Formal letter from Pct. #1 requesting that this item be placed on Commissioners Court; identifying what option you want. I believe it is option #2.

Please be advised that the proposed vendor has already gone through the competitive bidding process and has met the criteria required for buyboard, therefore there is no need to request any performance bond for delivery of this unit. Simply prepare a PO and find out the time of delivery from vendor.

When optaining quotes from state awarded vendors and/or contractors it is not necessary to obtain various quotes; you can but not necessary.

I hope this clarifies your questions and should you need any further assistance please let us know.

Sincerely,

Oscar Garza, Procurement Specialist

2802 So Bus. Hwy 281

Postal Maining Address

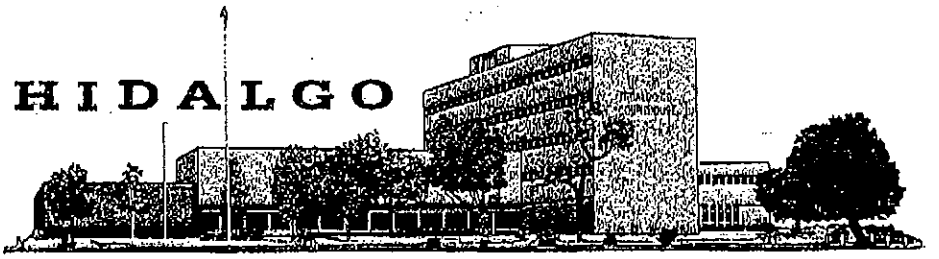
2812 So. Bus 281 & Corner of Canton Rd.

Edinburg, TX 78539

Phone: 956-318-2626 Ext. 4857

Fax: 956-292-7612

COUNTY of HIDALGO



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

September 9, 2008

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Fire Station Equipment – Fire Truck

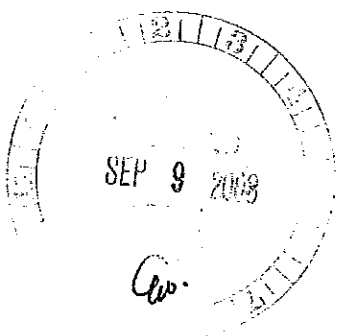
Dear Mrs. Garcia:

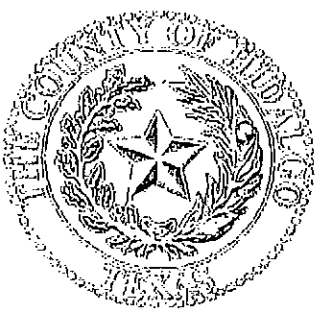
Pct. 1 is requesting the approval for the purchase of a Fire Truck for the City of Edcouch Volunteer Fire Department. Pct.1 is requesting the acceptance of the specifications of the proposed unit in the amount of $257,000.00. Please see attached memo provided by the City of Edcouch. Pct. 1 is requesting approval be placed on the September 16, 2008 Hidalgo County Commissioner Court agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Joseph Palacios
Chief Administrator, Pct. 1





City of Edcouch

JOSE R. GUZMAN, Mayor
EDDY GONZALEZ, Mayor Pro-Temp.
MARIA DE LA CRUZ, Alderwoman - Pl. 1
ENRIQUE MARTINEZ, Alderman - Pl. 2
RUTH RUIZ, Alderwoman - Pl. 3
GUADALUPE O. GARCIA, Alderwoman - Pl. 4
VERONICA MONTOYA, City Secretary

MEMORANDUM

From: Delmira Olivarez (edcitymanager@yahoo.com)

Sent: Tuesday, September 09, 2008

To: Honorable Sylvia Handy, Commissioner Pct. 1

Cc: Juan Jose Ybarra, Coordinator Pct. 1
Lupita Garcia, Urban County Program Coordinator
Tony Barco, CD Manager

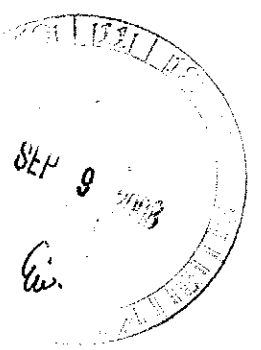
Subject: Request for approval for purchase of Fire Truck

The City of Edcouch Volunteer Fire Department has reviewed and accepted the specification for the proposed unit:

One (1) Ferrara Fire Apparatus, Inc. model RP1003 Pumper mounted on an Intruder II chassis per the attached specifications and proposal.

Option #2	
Unit Price w/Option:	$259,787.00
100% Pre Pay Discount:	($ 4,287.00)
Buy Board Fee:	$ 1,500.00
Total Unit Purchase Price:	**$257,000.00**

If you should require additional information please contact my office at your earliest convenience @956-262-2140



211 Southern Street ★ P.O. Box 100 ★ Edcouch, TX 78538
(956) 262-2140 ★ FAX (956) 262-2920

AI-11065 **11.C.**

H. Rehab geotesting - Pct. # 4
CC REGULAR

Date: 09/16/2008
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 geotechnical testing in Precinct No. 4.;
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 for geotechnical testing in Precinct No. 4.;
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm_____ for the provision of geotechnical testing for a Precinct No. 4 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., Raba Kistner, and PSI were rated for a Housing Rehab project that requires a survey.

See attached scoring grid for your review.

Fiscal Impact

Attachments

Link: geo testing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/10/2008 11:08 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/11/2008 08:30 AM	APRV
3	Auditor's Office	Linda Fong	09/11/2008 04:08 PM	APRV
4	Purchasing Department	Marty Salazar	09/11/2008 04:37 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 07:37 AM	APRV

Form Started By: Estella Webber — Started On: 09/10/2008 09:07 AM

Final Approval Date: 09/12/2008

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Victor Hernandez

Department: Urban County Program

Name of Firm: Millennium Engineers Group

Date of Evaluation: 9-2-08

Evaluator's Name: Arturo Garcia

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	20	17

Comments/Rationale for Points: Geotechnical Testing, Building Foundation Studies

2. Experience of Project Team	25	20

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

Comments/Rationale for Points: Pre-Development Investigations Foundation Recommendations

3. Experience/Availability of Project Manager	20	16

Comments/Rationale for Points: Florence S. Scott Elementary School; Roma, TX. Brewster Elementary School, - Edinburg, TX. Freddy Gonzalez Eementary School; Edinburg, TX.

4. Understanding of Project	25	21

Comments/Rationale for Points: Firm has the ability to perform and/or provide all the minimum qualifications and services, such as Roadway Const. Management & Inspection; Geotechnical Testing.

5. Familiarity with Applicable Rules and Regulations	10	9

Comments/Rationale for Points: Have the Tx Dot certification in geotechnical engineering and materials engineering categories.

Total Score 83

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Victor Hernandez

Department: Urban County

Name of Firm: Millennium Engineers Group

Date of Evaluation: 9/2/08

Evaluator's Name: Steve De La Garza

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	20
Comments/Rationale for Points:		
2. Experience of Project Team	**25**	25
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	**20**	20
Comments/Rationale for Points:		
4. Understanding of Project	**25**	23
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	**10**	10
Comments/Rationale for Points:		
	Total Score	98

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Victor Hernandez

Department: Urban County

Name of Firm: Raba Kisner

Date of Evaluation: 9-2-08

Evaluator's Name: A. Garcia

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	20	18

Comments/Rationale for Points: Have developed engineering solutions for complex surface and subsurface conditions across Southwest since 1968.

2. Experience of Project Team	25	16

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

Comments/Rationale for Points: Over the past 39 years geotechnical team has continuously and successfully tailored cost effective scopes of service to fit each projects unique, individual requirements.

3. Experience/Availability of Project Manager	20	15

Comments/Rationale for Points: Has provided geotechnical testing, investigation, and drilling services for more than 40 years.

4. Understanding of Project	25	21

Comments/Rationale for Points: Experience first hand knowledge of building foundations.

5. Familiarity with Applicable Rules and Regulations	10	9

Comments/Rationale for Points: Have and all licenses and certificates as Required by Hidalgo County, the State of Texas, Tx Dot. and Other Agencies.

Total Score 79

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Victor Hernandez

Department: Urban County

Name of Firm: Raba Kistner

Date of Evaluation: 9/2/08

Evaluator's Name: Steve dela Garza

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	20
Comments/Rationale for Points:		
2. Experience of Project Team	**25**	24
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	**20**	18
Comments/Rationale for Points:		
4. Understanding of Project	**25**	20
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	**10**	10
Comments/Rationale for Points:		
	Total Score	92

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Victor Hernandez

Department: Urban County

Name of Firm: PSI

Date of Evaluation: 9-2-08

Evaluator's Name: A. Garcia

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	20	15

Comments/Rationale for Points: Engineers, inspectors and technicians are trained and qualified to perform geotechnical engineering and construction materials testing in accordance with the most current ASTM and other governing standards.

2. Experience of Project Team	25	20

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

Comments/Rationale for Points: PSI has been providing business and industry with effective, accurate and useful information in building plans for their facilities and operations for more than 100 years.

3. Experience/Availability of Project Manager	20	16

Comments/Rationale for Points: PSI's approach to fulfilling the requirements to provide quality testing and inspection services in accordance with Hidalgo County desired procedures and timelines.

4. Understanding of Project	25	18

Comments/Rationale for Points: PSI provides information to build on by making knowledgeable, cost-effective business decisions aimed help to reduce expenses, improve quality, and decrease liabilities.

5. Familiarity with Applicable Rules and Regulations	10	9

Comments/Rationale for Points: _____

Total Score	78

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Victor Hernandez

Department: Urban County

Name of Firm: PSI

Date of Evaluation: 9/26/17

Evaluator's Name: Steve de la Garza

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	20
2. Experience of Project Team	**25**	23
3. Experience/Availability of Project Manager	**20**	19
4. Understanding of Project	**25**	21
5. Familiarity with Applicable Rules and Regulations	**10**	10
Total Score		93

Comments/Rationale for Points:

Comments/Rationale for Points:

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

Comments/Rationale for Points:

Comments/Rationale for Points:

Comments/Rationale for Points:

Comments/Rationale for Points:

Hidalgo County
Urban County Program
Engineering/Architectural Services

	Millennium Engineers Group, Inc.			Raba Kistner			PSI		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	17	20		18	20		15	20	
Experience of Project Team	20	25		16	24		20	23	
Experience/Availability of Project Manager	16	20		15	18		16	19	
Understandng of Project	21	23		21	20		18	21	
Familiarity with Applicable Rules	9	10		9	10		9	10	
TOTALS	83	98		79	92		78	93	
AVERAGES	**90.5%**			**85.5%**			**85.5%**		
RANKING	1	1		2	2		3	3	

AI-11056 **11.D.**

cancel applications - H.Rehab

CC REGULAR

Date: 09/16/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting approval to cancel applications for Maria Del Rosario Aldana & Amelia Colunga at the request of HOME Staff.

BACKGROUND

The following families are being recommended for cancellation by the Housing Rehab Staff. Maria Del Rosario Aldana & Amelia Colunga have properties that are located within the 100-year floodplain. In-house Urban County Program Homeowner Occupied Rehabilitation policy states "Any applicant whose property is located within the 100-year floodplain according to current FEMA Insurance Rate Maps shall generally not be elibible for assistance under any UCP HOME Programs unless approved by the UCP Director. Such approval shall be contingent on such factors as additional construction costs, liability issues (related to insurance requirements) and UCP's attempt in protecting HUD's investment. UCP is recommending cancellation of above mentioned applicants. (See attachment)

Fiscal Impact

Attachments

Link: rehab cancellations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/09/2008 11:43 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/09/2008 01:17 PM	APRV
3	Auditor's Office	Linda Fong	09/11/2008 04:11 PM	APRV
4	Purchasing Department	Marty Salazar	09/11/2008 04:32 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 07:37 AM	APRV
Form Started By: Estella Webber			Started On: 09/09/2008 11:29 AM	
Final Approval Date: 09/12/2008				

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Agenda Request Form

No.

Date: September 8, 2008

Meeting Date Request: September 16, 2008

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director

Caption:

Requesting approval to cancel applications for Maria Del Rosario Aldana & Amelia Colunga at the request of HOME Staff.

Background:

The following families are being recommended for cancellation by the Housing Rehab. Staff. Maria Del Rosario Aldana & Amelia Colunga properties are located within the 100-year floodplain. In-house Urban County Program Homeowner Occupied Rehabilitation policy states "Any applicant whose property is located within the 100-year floodplain according to current FEMA Insurance Rate Maps shall generally not be eligible for assistance under any UCP HOME Program unless approved by the UCP Director. Such approval shall be contingent on such factors as additional construction costs (to deter flooding) and insurance costs and their respective impact on affordability." Due to substantial additional costs, liability issues (related to insurance requirements) and UCPs attempt in protecting HUD's investment, the UCP is recommending cancellation of the following applicants.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Maria Del Rosario Aldana Deferred 40% - Loan 60% Reconstruct	WE 80-08-08	Weslaco Precinct #1	HOME 2007	Lot Number One (1), in Block Number Two (2), in the TENN-TEX ADDITION to the City of Weslaco, Hidalgo County Texas.
Amelia Colunga Deferred Loan- Disabled Reconstruct	CW 85-08-11	Countywide Precinct #4	HOME 2007	All of Lot (39) RINCON DE ENCINOS SUBDIVISION NO. 5, Hidalgo County Texas. Hidalgo County Texas.

Please initial for approval:

HOME Manager

Finance

Legal Council _____ **Budget** _____ **Human Resources**

Dept./Fund No._____ Amt. Expended: $_____ Funds/ Staffing Budgeted: Yes ____ No

Amount Code: _____ Impact on Future Budget: Yes_____ No

Comments:

Action taken by Commissioner's Court:.

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

AI-11084 **11.E.**

Contract approval - H.Rehab
CC REGULAR

Date: 09/16/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bid and approval of contract for the demolition and reconstruction of (1) unit in the City of Weslaco in the amount of $37,000.00 to GMH Construction.

BACKGROUND

The (Lopez) family was approved to receive assistance under the HOME-Homeowner Occupied Rehabilitation Program by the County Commissioners' Court on May 19, 2008. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, August 6, 2008.

(See Attachments)

Fiscal Impact

Attachments

Link: bids, City letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/10/2008 04:04 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/11/2008 08:30 AM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Estella Webber			Started On: 09/10/2008 02:40 PM	
Final Approval Date: 09/12/2008				

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: Adrian Torres [atorres@weslacotx.gov]
Sent: Tuesday, September 02, 2008 3:15 PM
To: sdlg@bizrgv.rr.com
Cc: Sylvia Martinez; angela7771@yahoo.com
Subject: Conrado Lopez

Mr. De La Garza

the property owner of 408 E. Huisache has brought up to my attention that you have designated her property, legal description being lots 6 and 7, Block 1, Morgan Subdivision, to be in located in the 100-year floodplain. I have reviewed the plat of the subdivision, fema map and the city maps. I Believe that this property is not located in the 100-year flood plain. I recommend that you obtain the services of a surveyor to give you a professional determination.

Thank you

Adrian Torres
Senior Planner
City of Weslaco
Planning Department
255 S Kansas
Weslaco, Texas 78596
Office: (956) 447-3401
Fax: (956)973-3128
e-mail: atorres@weslacotx.gov

9/9/08 10:46 a.m.

2:10

Spoke w/ Torres who stated we didn't need a survey if both lot and concrete on location - which we did - verified location yesterday 9/8/08

AI-11118 **11.F.**

Emergency declaration - City of Elsa
CC REGULAR

Date: 09/16/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Presentation for discussion, consideration and action necessary on the "Emergency Declaration" approved by the City of Elsa in connection with the immediate replacement of the main lift station pumps, control panel and wiring, suction and discharge piping located at the City Sewer Plant. Improvements are to be funded by the City of Elsa Water/Sewer activity utilizing Urban County Program Year (16) 2003 and (18) 2005.

BACKGROUND

The City of Elsa needs to upgrade the capacity of the lift station pumps to meet its increase of sewer discharges. The improvements will alleviate the sewer backups, detrimental to the health and safety of the residents and also comply with TCEQ discharge and capacity requirements.

Funds available:

Year 2003 (16)	$6,507.60
Year 2005 (18)	$332,316.01
Total	$338,823.61

(See Attachments)

Fiscal Impact

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

BUDGETARY IMPACT:

Funds Available:

Year 2003 (16)	$6,507.60
Year 2005 (18)	$332,316.01
Total	$338,823.61

Attachments

Link: Elsa emergency
Link: letter

Link: minutes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 07:44 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/11/2008 01:55 PM	APRV
3	Auditor's Office	Linda Fong	09/11/2008 04:02 PM	APRV
4	Dina Trevino	Dina Trevino	09/12/2008 02:04 PM	APRV
5	Veronica Lopez	Veronica Lopez	09/12/2008 02:07 PM	APRV
6	Purchasing Department	Marty Salazar	09/12/2008 04:52 PM	APRV
7	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Estella Webber Started On: 09/10/2008 05:26 PM

Final Approval Date: 09/12/2008

Paul Copy

CITY OF ELSA

TAKE NOTICE THAT AN
EMERGENCY MEETING
OF THE CITY COUNCIL OF THE CITY OF ELSA, TEXAS
WILL BE HELD AT ELSA CITY HALL,
216 E. V.F.W. (4TH) STREET, ELSA, TEXAS
COMMENCING AT 3:00 P.M. ON THE 27th DAY OF AUGUST 2008

Under Section 551.045 Notice of Emergency Meeting. A meeting called upon for an emergency or an urgent public necessity requiring immediate action of a governmental body because of an imminent threat to public health and safety.

AGENDA

A. Call Meeting to Order

B. Establish a Quorum

C. Pledge of Allegiance

D. Status report from City Manager on Waste Water Plant Issues and temporary solutions which comply with TCEQ and EPA regulations.

E. Presentation by Professional Engineer.

F. Discussion and Action on the Declaration of an Emergency Pursuant to Local Government Code Section 271.056 public health and safety issue on the Waste Water Treatment Plant for the City of Elsa.

1. Replace to upgrade the main electrical system for the Waste Water Treatment Plant.

2. Purchase and Installation of two (2) Gorman Rupp Self Priming Pumps to upgrade Waste Water Treatment Plant.

3. Purchase and Installation of two (2) Back Flow Check Valves and needed accessories to upgrade Waste Water Treatment Plant.

G. Discussion and Possible Action on authorizing City Manager to request funding and/or transfer funding from the County of Hidalgo CDBG Program.

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

H. Discussion and Possible Action on authorizing City Manager to identify turn key solutions for the Waste Water Treatment Plant upgrades.

I. Adjournment.

cc.
M.V.

I certify that the above notice of said Emergency Meeting of the Elsa City Council was posted on the bulletin board at Elsa City Hall on the 27th Day of August, 2008 at 11:30 a.m. and will remain posted continuously for at least 2 hours preceding the scheduled time of said Emergency Meeting, in compliance with Chapter 551.045 of the Local Government Code.

(S E A L)

Nancy Sanchez
City Secretary

← Maintenance Plan

← Guarantee In Place

Thank you letter

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

August 27, 2008

Paul Vazaldua
City Manager
City of Elsa
216 E. 4Th Street
Elsa, Texas 782543

Re: City of Elsa Waste Water Treatment Plant

Mr. Vazaldua,

J.E. Saenz & Associates, Inc. conducted an observation regarding issues with the main lift station at the City of Elsa. Based on our observation and due to the fact that the lift station in question is the main lift station to the plant, we have determined that the issues are a Health and Safety concern to the City of Elsa residents. Based on our review of this project merits an emergency declaration by the City Council as allowed by Local Government Code Section 271.056 . We recommend that any purchasing requirements be waived at this time to attend to this matter quickly. We are prepared to coordinate with you and our electrical engineering consultant immediately.

The lift station will require upgrades to the electrical box, and pumps to meet the plant capacity requirements. Please keep in mind that this plant and lift station needs to meet all TCEQ requirements and no action could result in possible violations and fines to the city.

With this in mind, it is extremely important that action be taken on this issue. Should you have any questions, please contact our office at (956) 383-2984.

Respectfully Submitted,

for Eddie Saenz

Jose E. "Eddie" Saenz, P.E.
President

RSC/rsc

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

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

To: Paul M.Vazaldua, City Administrator

Cc: Ruben Garza, Public Works Director

From: Jose M. Lopez, Waste Water Treatment Plant Operator

We are currently experiencing major problems with the main lift station located at the entrance of the Waste Water Treatment Plant. There was an unauthorized discharge of raw sewage East of the Waste Water Treatment Plant. The electrical panel is in need of an upgrade or replacement. The breakers and internal hardware are constantly getting wet due to the current rains. This creates a hazardous environment. The submersible pumps and self priming pumps keep burning up and shutting down. This causes the entire city to be backed up with raw sewage and it may cause a serious health hazard. TCEQ rules require that each lift station have two pumps in operation. This lift station is designed to operate with three pumps due to the high flow of sewage. I am requesting that immediate action be taken at this time. The purchase of the items described below

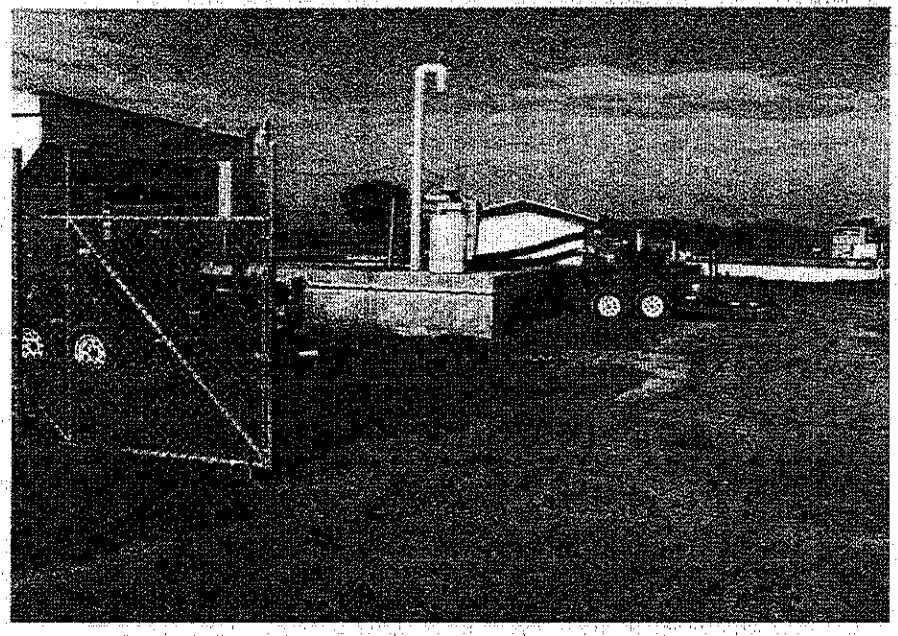
Date: August 27, 2008
11:45pm

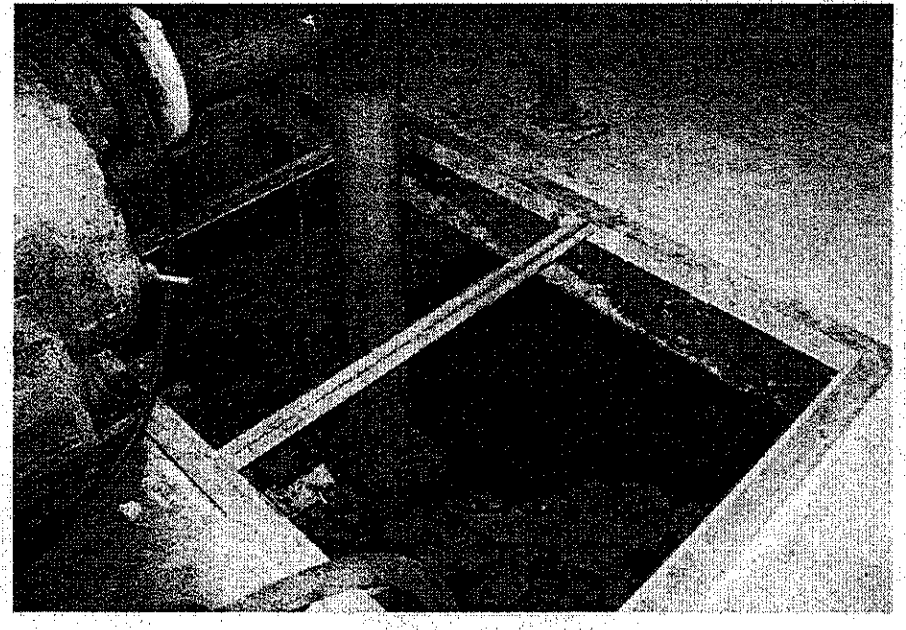
NOTICE OF EMERGENCY MEETING
Wednesday August 27, 2008
3:00 p.m. Elsa City Hall
Re: Waste Water Plant Issues

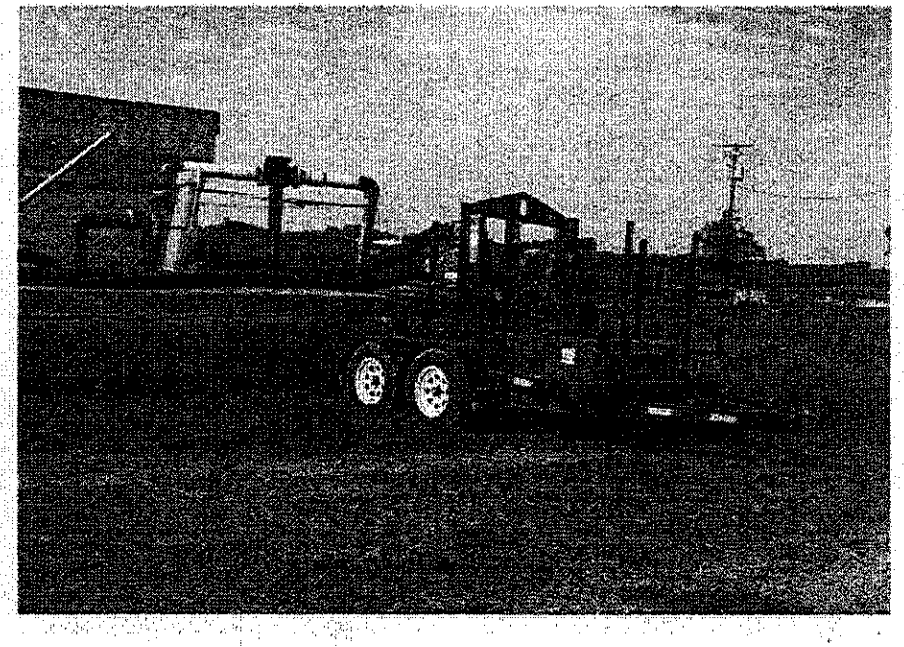
NOTIFICATION OF MEETING TO NEWS MEDIA:

KGBT Channel 4	956-366-4460
KRGV Channel 5	956-973-5002
KVEO Channel 23	956-554-3306
Telemundo	956-618-3946
The Monitor	956-683-4401
KURV Radio	956-992-8897

Nancy Sanchez, City Secretary







CITY OF ELSA TEXAS WASTEWATER TREATMENT PLANT
MAIN LIFT STATION IMPROVEMENTS

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	REMOVAL OF PUMPS, MOTORS, CONTROL PANEL,	1	L.S.	$5,000.00	$5,000.00
	AND WIRING				
2	REHABILITATE CONCRETE IN WET-WELL HIGH	250	S.F.	$32.00	$8,000.00
	PRESSURE WATER CLEAN, WATER JET, ABRASIVE				
	BLAST, AND/OR SHORTBLAST WET-WLL FROM ALL				
	CONTAMINANTS. REPAIR CRACKS AND HOLES IN THE				
	FLOOR AND CEILING OF WET-WELL. RESTORATION WITH				
	QUADEX PRODUCT-ALUMINALINER AND/OR HYPERFORM				
	COAT MASONRY SURFACE USING RAVEN PRODUCTS				
	(PRIMER & SEALER) (COMPLETE IN PLACE)				
3	3 - 15 HP 6" DIA. GORMAN-RUPP SELF PRIMING PUMPS	1	L.S.	$65,000.00	$65,000.00
	(COMPLETE IN PLACE)				
4	SUCTION AND DISCHARGE PIPING	1	L.S.	$8,000.00	$8,000.00
	(COMPLETE IN PLACE)				
5	CONTROL PANEL AND WIRING	1	EA.	$8,000.00	$8,000.00
	(COMPLETE IN PLACE)				
6	3 - NON-CORROSIVE STEEL DOORS AND NEEDED	3	E..A.	$1,500.00	$4,500.00
	HARDWARE (COMPLETE IN PLACE)				
7	TEMPORARY SYSTEM BYPASS	1	L.S.	$15,000.00	$15,000.00
8	REPAIR CRACKS ON EXTERIOR CONCRETE FOUNDATION	1	L.S.	$5,000.00	$5,000.00
	WITH CEMENTIOUS LINEAR (COMPLETE IN PLACE)				
9	MOBILIZATION	1	L.S.	$6,000.00	$6,000.00
10	MISCELLANEOUS PIPES, FITTINGS, AND VALVES	1	L.S.	$4,000.00	$4,000.00
11	SLUDGE DEWATERING SYSTEM	1	L.S.	$95,000.00	$95,000.00
12	EMERGENCY POWER GENERATOR	1	L.S.	$325,000.00	$325,000.00
				SUBTOTAL:	**$548,500.00**

TOTAL: **$548,500.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$548,500.00
2) 10 % CONTINGENCY	$54,850.00
5) ENGINEERING SERVICES	$72,402.00
3) GEOTECHINCAL ENGINEERING STUDY	$3,550.00
4) STRUCTURAL ENGINEERING	$6,000.00
6) SURVEYING SERVICES	$3,000.00

TOTAL: **$688,302.00**

September 11, 2008

CITY OF ELSA

Diana Serna
Urban County Director
1916 Pesorro Blvd.
Pharr Texas 78577

RE: Required Commissioners Court Action

Dear Ms. Serna:

As I have discussed with you and your staff the City of Elsa Waste Water Treatment Plant incurred some damage during hurricane Dolly, the damages became worse as due to electrical problems and caused our sewer plant to begin seeping and not be able to sustain the flow of sewer coming in from our 14 lift stations. Provided to your office was also a Professional Engineers report which was presented to the City Council which deemed the upgrade requirements to this plant to be declared an emergency situation.

The situation with the sewer plant is one which violates Health and Safety Code, Texas Commission on Environmental Guidelines, as well as Environmental Protection Agency regulations. At this time we are requesting that the Hidalgo County Commissioners Court take the necessary action in order for the City of Elsa to utilize its current Urban County Allocation including recaptured funds assigned to the city for this project. A cost estimate has been provided by J.E. Saenz Engineers, the engineer of record for the City's Urban County Projects for your review and files.

Please advise me immediately if there is any other information that is needed from the City of Elsa. Allow me to thank you in advance for your time and consideration on this very important matter.

Respectfully submitted,

Paul M. Vazaldua, Jr
Management Consultant
City of Elsa

SEP 11 2008

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

Draft Minutes
To be approved at City Council meeting 9/16/08

TAKE NOTICE THAT AN
EMERGENCY MEETING
OF THE CITY COUNCIL OF THE CITY OF ELSA, TEXAS
WILL BE HELD AT ELSA CITY HALL,
216 E. V.F.W. (4TH) STREET, ELSA, TEXAS
COMMENCING AT 3:00 P.M. ON THE 27th DAY OF AUGUST 2008

Under Section 551.045 Notice of Emergency Meeting. A meeting called upon for an emergency or an urgent public necessity requiring immediate action of a governmental body because of an imminent threat to public health and safety.

AGENDA

A. Call Meeting to Order

Meeting called to order 3:05 P.M.

B. Establish a Quorum

Quorum Present: Commissioner Martin Venegas, Commissioner Cain Caceres, Mayor Pro-tem Robert Escobar, Commissioner Jose Alvarado, Mayor Senovio Castillo

C. Pledge of Allegiance

Pledge of allegiance led by Commissioner Venegas

D. Status report from City Manager on Waste Water Plant Issues and temporary solutions which comply with TCEQ and EPA regulations.

Paul Vazaldua explains to council the primary problem began with an electrical box that provides power to the Main lift station at the Wastewater treatment plant which collected form fourteen (14) lift stations through out the city. At 3 pm Manuel came to advise Paul that he had to shut down lift stations through out town due to main lift station not being able to sustain all the flow that was coming in from the other lift stations. The sewer water was seeping in to our drying bed it had been channeled to and also seeping onto the road, this was advised to TCEQ. We began to come up with a plan of action to rectify the problem that would allow us to turn on the lift station at our peak times. We contacted the Mayor from the City of Mission who lends us two mobile pumps that can generate 600 gallons per minute. At this present time our sewer plant is in good condition. We are looking for funding from FEMA or CDBG. ***Rick Salazar J.E. Saenz & Associates*** *based on our observation we have determined that the issues are a*

Health and Safety concern to the City of Elsa residents. The plant and lift stations need to meet all TECQ requirements and no action could result in possible violations and fines to the city.

E. Presentation by Professional Engineer.

F. Discussion and Action on the Declaration of an Emergency Pursuant to Local Government Code Section 271.056 public health and safety issue on the Waste Water Treatment Plant for the City of Elsa.

1. Replace to upgrade the main electrical system for the Waste Water Treatment Plant.

2. Purchase and Installation of two (2) Gorman Rupp Self Priming Pumps to upgrade Waste Water Treatment Plant.

3. Purchase and Installation of two (2) Back Flow Check Valves and needed accessories to upgrade Waste Water Treatment Plant.

Paul Vazaldua the cost just on based on experience and speaking to the staff we are looking at $ 28 and 30 thousand dollars. For the record the reason we are requesting this is that by declaring an emergency as soon as you take action we can begin working on obtaining cost estimates and supplies. At this time we are recommending approval on item F.
Motion by Commissioner Caceres to approve item F, Second by Mayor Pro-tem Robert Escobar. Motion Carries.

G. Discussion and Possible Action on authorizing City Manager to request funding and/or transfer funding from the County of Hidalgo CDBG Program.

City Manager we have two options one to get it form CDBG or two to use existing funds from other projects to rectify this emergency project first. CDBG has indicated to me that if is most resonable to use our fund because they already made there budget for the year and they don't have excess funds right now. At this time I am requesting to explore both options.
Motion by Mayor Pro-tem Escobar, Second by Commissioner Venegas to approve the two options. Motion carries

H. Discussion and Possible Action on authorizing City Manager to identify turn key solutions for the Waste Water Treatment Plant upgrades.

City Manger at this time we are identifying a turn key solution for the Waste Water Treatment Plant by identifying which way we will go for a contractor or in house labor. Ruben Garza if it is done in house we will need an electrician. City Manager recommends a turn key solution by an independent contractor that would coordinate with our engineers to come up with a final inspection. Comm. Escobar we need to keep the equipment maintained. City Manger we want to but logs in each lift station and vehicle's in order to maintain the equipment. Motion by Comm. Caceres, Second by Comm. Venegas to accept the City Managers recommendations for a turn key solution. Motion Carries.

I. Adjournment.

Motion to adjourn at 3:45 P.M. by Mayor Pro-tem Escobar, Second by Commissioner Caceres. Motion Carries.

I certify that the above notice of said Emergency Meeting of the Elsa City Council was posted on the bulletin board at Elsa City Hall on the 27th Day of August, 2008 at 11:30 a.m. and will remain posted continuously for at least 2 hours preceding the scheduled time of said Emergency Meeting, in compliance with Chapter 551.045 of the Local Government Code.

(S E A L)

_____
Nancy Sanchez
City Secretary

AI-11162 **11.G.**

Emergency Declaration - City of Elsa -Water/Sewer Plant Repairs
CC REGULAR

Date: 09/16/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Urban County Program-Pct. 1
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under 262.024 (a)(4), a professional service, engineering services required in connection with AI-11118 "Emergency Declaration" for the City of Elsa;

B. Presentation of the scoring grid (for the purposes of ranking by CC) of the firms scored, graded and evaluated throug the County's approved "pool" of engineers in connection with provision of engineering services as a result of AI-11118 "Emergency Declaration" for the City of Elsa's immediate replacement of the mail lift station and all other accessories;

1st._____; 2nd._____; 3rd. _____;

C. Approval for UCP to negotiate and execute a letter of engagement letter with the number one-ranked firm of _____ for the provision of engineering services related to the immediate replacement of the main lift station pumps, control panel and wiring, suction and discharge piping lacted at the City Sewer Plant

BACKGROUND

Backup will be provided at Commissioners Court.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/12/2008 04:53 PM	APRV
2	Budget & Management	Dina Trevino	09/12/2008 04:58 PM	APRV
3	Erika Reyna	Erika Reyna	09/12/2008 05:05 PM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Marty Salazar			Started On: 09/12/2008 04:11 PM	

Final Approval Date: 09/12/2008

AI-11144 **12.A.**

Earnest Money Contract
CC REGULAR

Date: 09/16/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Earnest Money Contract to purchase Lot 229 for the Precinct 2 Administrative Office with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check in the amount of $1,000.00 to Valley Land & Title Company as Earnest Money Deposit.

BACKGROUND

Unimproved Property Lot 229 Purchase Price $426,250.00

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-431-00-122-021-0-719
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 9-12-08 $235,000.00

There will be an interdepartmental transfer for $225,000.00 on 9-23-08 Commissioners Court to cover the remaining $191,250.
9-23-08 Interdept. transfer will be as follow:
8-1334-441-00-340-021-0-720-->8-1334-431-00-122-021-0-719 $225,000
8-1334-441-00-340-021-0-720-->8-1334-431-00-122-021-0-720 $975,000

Attachments

Link: Earnest Money Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/12/2008 07:50 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/12/2008 04:07 PM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Sandra Garcia Started On: 09/11/2008 04:05 PM

Final Approval Date: 09/12/2008

EARNEST MONEY CONTRACT
(Unimproved Property)

Seller:	San Juanita C. Guzman
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of $426,250.00, payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser all restrictions proposed by Seller to be placed on the Property. Should Purchaser object to such restrictions Purchaser may terminate this Contract, receive back the Earnest Money and be released of all further liability under this Contract.

4.3 Purchaser shall have a period of twenty (20) business days following the date of this Contract to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

4.5 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE V

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have ninety (90) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI

CLOSING

6.1 Closing shall be held within thirty (30) days following the date of the expiration of the Feasibility Study described in Article V hereof at the offices of Atlas & Hall, LLP, McAllen, Texas at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 4.3, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII

ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, and its own attorney's fees. The cost of the Owner Policy of Title Insurance shall be paid by Seller.

ARTICLE VIII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X

CONDEMNATION

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

ARTICLE XI

LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII

ASSIGNMENT

This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV

MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

14.5 In case 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal

Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before Sept. 16, 2008, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the 11th day of September, 2008.

SELLER:

San Juanita C. Guzman

San Juanita C. Guzman

PURCHASER:

County of Hidalgo, Texas

By: _____
Juan de Dios ("J.D".) Salinas,III Hidalgo County Judge

ATTEST:

_____
Arturo Guarjardo, Jr., Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2008 at _____, _____.M.

Escrow Agent:

Valley Land Title

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT "A"

All of Lot 229, KELLY PHARR SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 133, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

SAVE AND EXCEPT the East 50 feet thereof.

AND FURTHER SAVE AND EXCEPT that part that has been re-subdivided into Los Marineros Subdivision Phase I, an addition to the City of Pharr, Hidalgo County, Texas, as shown on the map recorded in Volume 34, Page 82, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

AI-11116 **12.B.**

Cell Phone Replacement
CC REGULAR

Date: 09/16/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Right of Way

Information

CAPTION

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

Department Name:	Name of Employee:	Equipment Type:	One Time Equipment Cost:
Right of Way	Ricardo Deanda	IC 52	$50.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1200-431-00-260-001-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $3,000.00 as of 9/11/08.

Attachments

Link: Cell Phone Replacement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 07:44 AM	APRV
2	Dale Kennan	Dale Kennan	09/11/2008 08:03 AM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Griselda Salazar — Started On: 09/10/2008 05:13 PM

Final Approval Date: 09/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (New)
☐ User Name Change
☐ Phone and Service (Porting/Existing number: (956)-648-7660
☐ User Name Change
☐ Delete Service
☑ Other Replace phone

(2) Requesting employee/position: Ricardo Deanda - Right of Way Agent

Employee ID #: 143901 Office: ROW DEPT Budget Acct.: 8-1200-431-00-260-001-0-532

(3) Type of duties:

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

(4) Describe how cell phone will be used: Employee's primary use will be to speak to property owners on acquisition projects and to respond to emergency calls by the precinct offices on road right of way issues.

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

Sprint	☐ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☐ Data Card
Plan Cost	$42.00	$59.00	$76.00	$91.00	$133.00	$165.00	$85.00

(6) Will Phone be used outside of County of Hidalgo NO. If yes indicate where and how frequently

_____

(7) Cell phones come with Desktop Charger. Additional accessories needed:

Car Charger X Carrying case X Extra battery _____ Other: _____

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

Department Head / Elected Official

Signature	Printed Name	Date Signed
Jose N. Pena	Jose N. Pena, Director	9/10/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT
APPROVAL DATE: _____

For multiple phone requests, please continue on the following page.
V4– modified 10/5/06

AI-11137 **13.A.**

Claim- Auto

CC REGULAR

Date: 09/16/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Constables

Information

CAPTION

Discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo CO Treasurer to issue payment after they have been reviewed, audited and processing procedures are completed by the Hidalgo Co Auditor:

Vendor	Invoice Date	Invoice #	Amount
Sepulvedas Auto Service #2	05/12/08	3102	$559.92
Sepulvedas Auto Service #2	05/12/08	3101	$699.26
Sepulvedas Auto Service #2	07/08/08	3106	$383.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-292-001-0-434

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

BUDGETARY IMPACT:

$2,000.00 available balance as of 09/12/2008.

Attachments

Link: Invoice 3102

Link: Invoice 3101

Link: Invoice 3106

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 03:44 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/12/2008 12:02 PM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Angela Garcia Started On: 09/11/2008 02:16 PM

Final Approval Date: 09/12/2008

RECEIVED
JUL 28 '25 PM 4:47

SEPULVEDA'S AUTO SERVICE #2

3102

813 West 495
San Juan, Texas 78589
(956) 781 - 2787

NAME Ulfilio Castillejo 2. DATE 5-12-08

ADDRESS LP 887-466 MILEAGE Unit #

YEAR	MAKE & MODEL	VIN NUMBER	TERMS	UNIT #
05	Ford	1FTPW12595KD33197		

PART NUMBER & DESCRIPTION	PRICE	AMOUNT
E. Sanchez		
Front Brake Pads	109.99	10 95
Wire Set	369	24 95
Spark Plugs Motorcraft	6.49	51 92
Front Rotor 4WD	45.99	45 99
Rear Brake 45.99	45.99	45 99
Front Hub Assy		117 00
10/30 6qt. (3.29	3.99	23 94
Oil Filter	3.99	3 99
Miscellaneous		14 95
SHOP SUPPLIES 5-12-08		
SUBLET SERVICES RECEIVED		
E. Sanchez on 5-12-08		
100-421-00 Total Parts		344 42

MECH.	DESCRIPTION OF WORK PERFORMED	AMOUNT
2	Front Brake Pads Labor	20 00
2	Rear Brake Pads Labor	30 00
3	Disc Resurface	30 00
1	Set Spark Plugs Labor	65 00
1	Oil Change Labor	10 00
1	Miscellaneous Labor	10 00
4	Disc Brake Front Labor	40 00

Not responsible for loss by fire or theft, or any other damage beyond our control.

I hereby authorize the above repair work to be done with the necessary materials and grant permission to operate the vehicle for purpose of testing and inspection. An express mechanic's lien is acknowledged to secure the amount of repairs to my vehicle.

Please Sign Below

X Ulfilio Castillejo E-F

Total Labor	215 00
Total Parts	344 42
Sales Tax	1
TOTAL	559 42

s otherwise regulated by law, the company above hereby disclaims all nties, either express or implied, including any implied warranty or fitness for ular purpose, and neither assumes or authorizes any other person to assume any liability in connection with the sale of said products or services sold or med in above business. NO GOODS HELD AFTER 30 DAYS.

ORM-GA MacDonald Signs & Adv. Alamo, TX 1-800-847-0018

P.O.# 5049797 60 7060

SEPULVEDA'S AUTO SERVICE #2

3101 813 West 495
San Juan, Texas 78589
(956) 781 - 2787

NAME: Hidalgo County WCID #2 DATE: 5-12-08
ADDRESS: Unit #7 MILEAGE: 68189

YEAR	MAKE & MODEL	VIN NUMBER	TERMS	PHONE
01	Ford Victoria	1X1662		ACASOR.184

QUAN	PART NUMBER / DESCRIPTION	PRICE	AMOUNT
	S Hoses on 5-12-08		
	8-1100-PX21-00-JC2001-C 39		
	C & 2V607060		
1	Recip & pully B/C		125 00
1	A/C Recip pivot		
8	Spark Plgs	3.99	31 92
8	Wire Set	4.02	32 16
1	Oil filter		3 99
1	Air filter W/R		15 99
1	Fuel pump		9 99
6	20/50 Conbelco	3.29	19 74
1	Mx Fuse Box		1 98
1	Wx 6734 A Box		1 79
1	Ignition Coil		48 99
	Total Parts		284 76

MECH.	DESCRIPTION OF WORK PERFORMED	AMOUNT
2	Front Brk Jobs Labor	200 00
2	Rear Brake Jobs Labor	30 00
4	disc Resurface	40 00
1	Complete Front Brakes Labor	45 00
1	Wash Belt	25 00
1	Computerized Alignment	10 00
4	disc Resurface Shoes	25 00
1	A/C Labor	85 00

Not responsible for loss by fire or theft, or any other damage beyond our control.

I hereby authorize the above repair work to be done with the necessary material and grant permission to operate the vehicle for purpose of testing and inspection. An express mechanic's lien is acknowledged to secure the amount of repairs to vehicle.

Please Sign Below

X

Total Labor	375 00
Total Parts	284 76
Sales Tax	
TOTAL	699 76

Unless otherwise regulated by law, the company above hereby disclaims all warranties, either express or implied, including any implied warranty or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of said products or services sold or performed in above business. NO GOODS HELD AFTER 30 DAYS.

REPFORM-8A MacDonald Signs & Adv. Alamo, TX 1 - 800 - 847 - 0018

QUAN	PART NUMBER & DESCRIPTION	PRICE	AMOUNT
	C2		
	Tx 809 184		
	S Hwy 281		
	GOODS/SERVICES RECEIVED		
	S Hwy 281		
	8-100-21-0342-0010484		
	PO-6070160		
	Total Parts		

Unless otherwise regulated by law, the company above hereby disclaims all warranties, either express or implied, including any implied warranty or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of said products or services sold or performed in above business. NO GOODS HELD AFTER 30 DAYS.

REPFORM-CA MacDonald Signs & Adv. Alamo, TX 1 - 800 - 647 - 0018

SEPULVEDA'S AUTO SERVICE #2

3106 C2

813 West 495
San Juan, Texas 78589
(956) 781 - 2787

NAME Wesley A Campbell Pct 2 DATE 7-8-08

ADDRESS Unit #2 LP 809 184 MILEAGE 102492

YEAR	MAKE & MODEL	VIN NUMBER	TERMS	PHONE
01	Ford	1FTCF		783 4664

MECH	DESCRIPTION OF WORK PERFORMED	AMOUNT
1	New Alternator	348 00
1	Labor work on Alternator	35 00

Not responsible for loss by fire or theft, or any other damage beyond our control.

I hereby authorize the above repair work to be done with the necessary material and grant permission to operate the vehicle for purpose of testing and inspection. An express mechanic's lien is acknowledged to secure the amount of repairs to vehicle.

Please Sign Below

X [signature]

Total Labor	35 00
Total Parts	348 00
Sales Tax	
TOTAL	383 00

AI-11117 **14.A.**

ORDER - Hidalgo County Primary Care/Substance Abuse Facility
CC REGULAR

Date: 09/16/2008
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Juan D. Salinas
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of Commissioners Court ORDER regarding the Hidalgo County Primary Care/Substance Abuse Facility.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding needed at this time.

Attachments

Link: Substance Abuse Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 07:44 AM	APRV
2	Erika Reyna	Erika Reyna	09/11/2008 11:34 AM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Brenda Garza			Started On: 09/10/2008 05:15 PM	
Final Approval Date: 09/12/2008				

ORDER

Whereas, Hidalgo County is committed to improving the quality of life for children and adolescents in our community;

Whereas, substance abuse is on the rise among children and adolescents in our community;

Whereas, Hidalgo County does not have a substance abuse treatment facility for such population;

Whereas, during the 80th Texas Legislative session, $3,000,000 were appropriated to the Texas Department of State Health Services for construction of the Hidalgo County Primary Care/ Substance Abuse Facility;

Whereas, Hidalgo County Precinct 4 has identified a suitable real property in Edinburg, Texas, more particularly described as Lot 15, Section 245, Texas-Mexican Railway Company's Survey, a 6.31-acre tract of land located in northeast Edinburg, as depicted on the plat or map recorded at Volume 27, Page 181 of the Map Records, Hidalgo County;

Whereas, Hidalgo County will donate said property and an adjacent 50-foot access easement to the State of Texas, Department of State Health Services, for design and construction of the facility;

Whereas, the State of Texas, Department of State Health Services, will convey said property back to Hidalgo County upon completion of design and construction of the facility, if such a conveyance is authorized by the Texas Legislature;

Now, therefore, be it ORDERED that the Hidalgo County Commissioners Court is in full support of this project and will convey the property to the State of Texas with the condition that the State of Texas will convey land back to Hidalgo County upon completion of construction of the Hidalgo County Primary Care/Substance Abuse Facility, if such conveyance is authorized by the Texas Legislature.

PASSED, APPROVED and ORDERED this ____ day of _____, 2008.

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

ATTEST:

_____
Arturo Guajardo, Jr.

Hidalgo County Clerk

AI-11040 **14.B.**

scholarship fund recipients

CC REGULAR

Date: 09/16/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Recognition of Joseph Caballero, dependent of County Employee Zaira D. Caballero, and employee Rafael Cantu as recipients of the Fall 2008 Hidalgo County Scholarship.

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	09/09/2008 08:39 AM	APRV
2	Erika Reyna	Erika Reyna	09/11/2008 09:45 AM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Monica Badillo			Started On: 09/08/2008 01:53 PM	
Final Approval Date: 09/12/2008				

AI-11115 **14.C.**

Proclamation - Hidalgo County Family Day- A Day to Eat Dinner with Your Children

CC REGULAR

Date: 09/16/2008
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Juan D. Salinas
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of Proclamation for Hidalgo County Family Day- A Day to Eat Dinner with Your Children.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding needed.

Attachments

Link: Family Day

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 07:44 AM	APRV
2	Erika Reyna	Erika Reyna	09/11/2008 09:45 AM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Brenda Garza			Started On: 09/10/2008 05:10 PM	
Final Approval Date: 09/12/2008				

PROCLAMATION

WHEREAS, Hidalgo County is committed to improving the quality of life for children and adolescents in our community; and

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and

WHEREAS, 13 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

WHEREAS, parents who are engaged in their children's lives – through activities such as frequent family dinners – are less likely to have children who abuse substances; and

WHEREAS, family dinners have long constituted a substantial pillar of family life in America and Hidalgo County; and

Now, therefore, the Hidalgo County Commissioners Court does hereby PROCLAIM September 22, 2008 and the fourth Monday of every September hereafter, as *Hidalgo County Family Day – A Day to Eat Dinner with Your Children*™, and encourage all parents and citizens of Hidalgo County to commit to our children's well-being and participate in its observance.

AI-11048 **15.A.**

Border Security Equipment and Technology Grant
CC REGULAR

Date: 09/16/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

1. Authorization and approval to accept grant award for the Border Security Equipment and Technology (BSET) grant from the Governor's Division of Emergency Management in the amount of $363,000.00.
2. Authorization and approval for County Judge as Authorized Official to sign the Notice of Grant Award.
3. Approval of Budget Appropriation for the BSET Grant award in the amount of $363,000.00.

BACKGROUND

The grant period is May 01, 2008 to August 31, 2009.

Grant monies are for the purchase of equipment by our agency for purposes of enhancing border security.

No local cash match is required. Commissioners' Court approved applying for the grant on 07/01/08 (Item No. 15C).

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1284-421-00-280-044-9-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $363,000.00 for the BSET Grant. Grant period is from 5/1/08 to 8/31/09.

Revenue account# 8-1284-334-10-280-044-9-000 BSET Governor's Division of Emergency Management.

Attachments

Link: bset.grant.award
Link: bset.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Anacleto Martinez	Anacleto Martinez	09/10/2008 12:27 PM	APRV
2	Budget & Management	Veronica Lopez	09/10/2008 01:10 PM	APRV
3	Rey Salazar	Rey Salazar	09/11/2008 05:52 PM	APRV
4	Manuel Chapa	Manuel Chapa	09/12/2008 01:31 PM	APRV
5	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Emilia Uriegas

Started On: 09/09/2008 08:54 AM

Final Approval Date: 09/12/2008

DIVISION OF EMERGENCY MANAGEMENT

Office of the Governor

RICK PERRY
Governor

STEVEN McCRAW
Director
Office of Homeland Security

JACK COLLEY
Chief

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

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

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

August 25, 2008

Sheriff Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, TX 78540

Dear Sheriff Trevino:

We are pleased to inform you that the application for a Border Security Equipment and Technology (BSET) Grant submitted by the Hidalgo County Sheriff's Office has been approved in the amount of $363,000.00 for the procurement of Surveillance Camera Platforms and License Plate Readers.

In accordance with the Grant Guidance, procurement and the expenditure of your awarded grant funds must be completed no later than August 31, 2009. Given the statutory deadline for this program, no extension can be granted.

In order to accept this grant award, the Authorized Official must sign and return to the Governor's Division of Emergency Management (GDEM) BSET Grant Project Manager, the attached Notice of Grant Award within 45 days of receipt.

The BSET Grant is designed to be a "reimbursement" type grant. However, if financial hardship exists, a grantee may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the Authorized Official and submitted to the GDEM BSET Grant Project Manager. See Appendix B of the BSET Grant Guidance and Application Kit for an example of a Hardship Letter. The Request for Advance or Reimbursement Form which is also attached must accompany all requests for advance grant funding.

Lastly, grant award recipients are reminded to review the procurement standards, reporting requirements, and the equipment title, use, management, and disposition provisions identified in the BSET Grant Guidance and Application Kit package previously sent with the original grant program announcement.

Please contact my BSET Grant Project Manager, Gisela Ryan-Bunger at 512-424-2271 or by email at gisela.ryan-bunger@txdps.state.tx.us should you have any questions.

Sincerely,

Jack Colley
Chief, Emergency Management Division

2 Attachments
as

BUDGET FORM

1. Applicant Name:	HIDALGO COUNTY SHERIFF'S OFFICE			
2. Name of Grant Program:	Border Security Equipment and Technology (BSET)			
3. Grant Period:	From:	5/1/2008	To:	8/31/09
4. **ENTER the Amount of State Funds Requested:**				$496,000.00

5. BUDGET DETAIL

SALARIES & BENEFITS	Cost per Unit	Quantity	Extension	Total
				$0.00
TRAVEL & TRAINING EXPENSES	**Cost per Unit**	**Quantity**	**Extension**	**Total**
	$		$	$
EQUIPMENT & TECHNOLOGY	**Cost per Unit**	**Quantity**	**Extension**	**Total**
Land Portable radios	$2000.00	10	$20,000.00	
radio interoperability-dispatch based	$10,000.00	1	$10,000.00	
Surveillance camera platforms	$120,000.00	2	$240,000.00 ✓	
Radars	$3000.00	10	$30,000.00	
Panasonic Toughbook 19, w/modem and car mount accessories, to include installation cost	$7300.00	10	$73,000.00	
license plate reader-car mounted with mounting accessories, to include installation cost	$12,300.00	10	$123,000.00 ✓	$496,000.00
OPERATING EXPENSES	**Cost per Unit**	**Quantity**	**Extension**	**Total**
				$0.00

6. BUDGET SUMMARY

	BUDGET CATEGORIES	TOTAL
a.	SALARIES & BENEFITS	$0.00
b.	TRAVEL & TRAINING EXPENSES	$
c.	EQUIPMENT & TECHNOLOGY	$496,000.00
d.	OPERATING EXPENSES	$0.00
7.	**TOTAL FUNDS REQUESTED**	$496,000.00

Form B-4
(05/08)

INSTRUCTIONS FOR BUDGET FORM B-4

1. Applicant Name: Enter the legal name of the grant applicant as it appears on the APPLICATION form, line 1.
2. Name of Grant Program: (name is entered for you.)
3. Grant Period: (dates are entered for you.)
4. Enter the Amount of State Funds requested in this grant application.
5. Budget Detail: This is a breakdown of your estimated costs by category and quantity. In the first column, enter a description or item name; in the second column, enter the cost per unit; in the "Quantity" column, enter to total number of items to be purchased of that item, in the "Extension" column, enter the product of "Cost per Unit" times "Quantity" for that line item. Enter the total cost per category in the "Total" column.
6. Budget Summary: Copy the "Total" amounts from each category in the Budget Detail to the corresponding category in the Budget Summary.
7. Enter the sum of lines 6a through 6d. This amount should be the same as line 4.

NOTICE OF GRANT AWARD

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT

Program Title:	Border Security Equipment and Technology (BSET) Program
Funding Instrument:	General Appropriations Act, Article IX, Section 19.69c, 80th Legislature
Administered by:	Governor's Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
GDEM Grant Number:	BSET-08-003
Recipient:	Hidalgo County Sheriff's Office, Hidalgo County
Amount of Grant:	$363,000.00
Period of Grant:	1 May 2008 - 31 August 2009

AGENCY APPROVAL	**GRANT ACCEPTANCE**
Jack Colley Chief	Authorized Offical Printed Name: Title:
Date: 8-28-08	Date:
DUE DATE: 13 October 2008 Signed award must be returned to GDEM on or before the above due date.	Enter Employer Identification Number (EIN)/Federal Texas Identification Number:

THE STATE OF TEXAS

Return Signed Original to:

Governor's Division of Emergency Management
Texas Department of Public Safety
Attention: Gisela Ryan-Bunger, Operations Section
P.O. Box 4087
Austin, Texas 78773-0220

GENERAL TERMS AND CONDITIONS

1. AWARD ACCEPTANCE

The ***Notice of Grant Award*** is only an offer until the grantee returns the signed copy of the *Notice of Grant Award* by the dated provided in the transmittal letter.

2. GOVERNING LAW

This grant program is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly. This award is subject to the program guidance contained in Border Security Equipment and Technology (BSET) Grant Guidance and Application Kit issued by the Governor's Division of Emergency Management (GDEM) and any amendments issued by GDEM. This award is further subject to OMB Circular A-87; Texas Government Code, Chapter 783; Texas Administrative Code, Title 1, Part 1, Chapter 5, Subchapter A, Division D; and the Uniform Grant Management Standards issued by the Governor's Office of Budget and Planning.

3. COMPLIANCE WITH LAW

The Grantee understands and agrees that it will comply with all local, Texas, and federal laws, statutes, codes, ordinances, rules and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of any BSET grant award.

4. FAILURE TO COMPLY

GDEM may suspend or terminate award funding, in whole or in part, or impose other measures for any of the following reasons: failure to comply with the requirements or statutory objectives of governing law, failure to make satisfactory progress toward the goals or objectives set forth in the award application, failure to follow grant agreement requirements or special conditions, failure to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: requesting state funds for purchases, training, etc., and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on grantee's use of grant funds until corrective actions are taken to address issued identified during grant monitoring visits conducted by GDEM or its representative.**

5. LITIGATION AND ENDEMNITY

A. Each party may participate in the defense of a claim or suite related to the subject matter of a BSET award, but no costs or expenses shall be incurred for any party by the other party without written consent.

B. To the extent authorized by law, the Grantee agrees to indemnify and hold harmless GDEM against any claims, suits, actions, damages, and costs of every nature or description arising out or resulting from the performance of a BSET award, and the Grantee further agrees to satisfy any final judgment awarded against Grantee or GDEM arising from the performance of same award, provided said claim, suit, actions, damage, judgment, or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of GDEM.

C. It is the agreement of the parties that any litigation involving the parties to a BSET award may not be compromised or settled without the express consent of GDEM unless such litigation does not name the GDEM as a party.

6. LIABILITY

A. Each party to a BSET award agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent authorized by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

B. Pursuant to Section 421.062 of the Texas Government Code and to the extent it applies, the parties are not responsible for any civil liability that arises from furnishing a service related to a homeland security activity, as defined by Section 421.001 of the Texas Government Code, while acting under a BSET award.

7. POLITICAL POLLING

The grantee certifies that it does not perform political polling.

8. DEBARMENT

The sub-recipient certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to www.epls.gov for the federal Excluded Parties List System and at www.tbpc.state.tx.us/communities/procurement/prog/vendor_performance/debarred for the State Debarred Vendor List;

B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;

D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and,

E. Will not use BSET grant funds to make any contract or permit any subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Grantee will ensure inclusion of these clauses in all contracts and subcontracts involving BSET funds.

9. CONFLICT OF INTEREST

The grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

10. SEVERABILITY

If any provision of a BSET award or the application of any provision to any party or circumstance is held by a final judgment or order of a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be fully severable. An executed BSET award shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

11. MULTIPLE COUNTERPARTS

A BSET award may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes collectively, one Agreement. But, in making proof of this Agreement, it shall not be necessary to product or account for more than one such counterpart.

12. AUDIT

GDEM reserves the right to audit the Grantee's records and documents regarding compliance with any award or sub-award funded under this program. The grantee is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the parties have complied with the applicable laws. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State of Texas directly under this grant program or indirectly through a sub-award under this grant program. Acceptance of funds directly under this program or indirectly through a sub-award under this program 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. Under the direction of the legislative audit committee, and entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

13. STATE SINGLE AUDIT REQUIREMENT

Grantee will comply with the audit requirements of the State of Texas Single Audit Circular in Part IV, UGMS. UGMS may be accessed at
http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc

14. REPORTING

A. Grantee agrees to comply with all reporting requirements and shall provide such information as required to GDEM for reporting as noted in the BSET Grant Guidance and Application Kit.

B. Grantee must prepare and submit performance reports to GDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Grantee may also be required to submit additional information and data requested by GDEM.

15. RECORDS RETENTION

Grantee shall keep all operational and financial records and documents regarding this grant for the term of the grant and for three (3) years after the termination of the grant.

16. USE OF FUNDS

A. Grantee understands and agrees that it cannot use any BSET funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the GDEM.

B. Grantee agrees that all allocations and use of funds under this grant will be in accordance with the Border Security Equipment and Technology Guidance and Application Kit.

C. Grantee official certifies BSET funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Grantee may be required to supply documentation certifying that a reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

D. Grantee shall not use BSET funds as a match requirement for any other federal or state grant programs without prior, written approval of GDEM.

17. NON- INCORPORATION CLAUSE

The Notice of Award together with the BSET Guide and an approved BSET Application constitute an entire agreement between the parties with regard to the matters made the subject of a BSET grant. There are no verbal representations, inducements, or agreements between the parties. No rights or obligations shall be implied.

18. NO JOINT ENTERPRISE

GDEM is associated with the Grantee only for the purposes and to the extent set forth herein, and with respect to the performance hereunder, the Grantee is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the GDEM whatsoever with respect to the indebtedness, liabilities, and obligations of the Grantee or any other party.

19. REIMBURSEMENT

A. Grantee agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized grantee representative.

B. Grantee agrees to make no request for reimbursement for goods or services procured by grantee prior to the performance period start date of this agreement.

20. ADVANCE FUNDING

A. If a financial hardship exists, a grantee may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by designated representative and submitted to GDEM. GDEM will determine whether an advance will be made.

B. If a grantee is approved for an advance, the funds must be deposited in a **separate, interest-bearing account** and are subject to the rules outlined in the Grantees must report any interest earned to GDEM. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

Payable to: Texas Department of Public Safety

Remit to: Texas Department of Public Safety
Governor's Division of Emergency Management
Attn: BSET Program Manager
PO Box 4087
Austin, TX 78773-0224

21. EQUIPMENT REQUIREMENTS

Grantee must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment

22. CLOSING THE GRANT

A. All equipment must be ordered by July 31, 2009. All equipment must be received and invoices paid by the grantee by August 31, 2009. The last day for submission of *Request for Advance or Reimbursements* is October 15, 2009.

B. GDEM will close an award after receiving grantees final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards, modifications, and payments. If the close-out review and reconciliation indicates that the grantee is owed additional funds, GDEM will send the final payment automatically to the grantee. If the grantee did not use all the funds received, GDEM will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM will unilaterally close out any grant for which the grantee does not reconcile the account and sign a close-out GAN by November 30, 2009.

D. All BSET grant funds that are not expended by August 31, 2009 must be remitted by the grantee to GDEM, which will de-obligate the funds and return them to the State Treasury.

23. RESTRICTIONS, DISCLAIMERS AND NOTICES

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the grantee for costs under this Agreement that exceed the amount specified in the *Notice of Grant Award.*

C. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give

notice of to the other from time to time hereunder. Mailed notices shall be deemed received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

If by regular mail to GDEM:

Operations Section/BSET Program Manager
Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0224

If sending by courier or overnight service to GDEM:

Operations Section/BSET Program Manager
Division of Emergency Management
Texas Department of Public Safety
5805 North Lamar Blvd.
Austin, TX 78752-0224

REQUEST FOR ADVANCE OR REIMBURSEMENT

1. STATE AGENCY TO WHICH THIS REPORT IS SUBMITTED Governor's Division of Emergency Management			2. DATE REQUEST SUBMITTED
3. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes ☐ ADVANCE ☐ REIMBURSEMENT	b. "X" the applicable box ☐ FINAL ☐ PARTIAL	4. BASIS OF REQUEST ☐ CASH ☐ ACCRUAL

5. REQUEST NUMBER	6. PERIOD COVERED BY THIS REQUEST	
	FROM (month, day, year)	TO (month, day, year)
7. GRANT AWARD NUMBER	8. RECIPIENT'S FEDERAL IDENTIFICATION NUMBER	
9. RECIPIENT ORGANIZATION Name: Number and Street City, State, Zip Code:	10. PAYEE (Where check is to be sent if different from Box 9) Name: Number and Street City, State, Zip Code:	

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

ACTIVITIES →		Travel & Training	Equipment	Total
a. Total program outlays to date	(as of date)	$	$	$
b. Less: Cumulative program income		$	$	$
c. Net program outlays (Line a minus Line b)		$	$	$
d. Estimated net cash outlays for advance period		$	$	$
e. Total (Sum of Lines c & d)		$	$	$
f. State payments previously requested		$	$	$
g. State funds now requested (Line e minus Line f)		$	$	$

12. CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions and that payment is due and has not been previously requested.

SIGNATURE OF AUTHORZIED CERTIFYING OFFICIAL	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE (area code, number, extension)

This space for agency use.

INSTRUCTIONS FOR FORM "REQUEST FOR ADVANCE OR REIMBURSMENT"

Please type or print legibly. Box 1 is filled in for you. Boxes 2, 3, 5, 9, 10, 11c, 11e, 11f, 11g, and 12 are self-explanatory. Specific instructions for other boxes are as follows:

Box 4 Indicate whether request is prepared on a cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.

Box 6 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.

Box 7 Enter the State grant number assigned by the Governor's Division of Emergency Management.

Box 8 Enter the employer identification number assigned by the U.S. Internal Revenue Service.

Box 11 The purpose of the vertical columns is to provide space for separate cost breakdowns for the categories of the grant budget.

Box 11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of cash advances and payments made to sub-grantees and contractors. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, sub-grantees and other payees.

Box 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant.

Box 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.

Box 13 Complete the certification before submitting this request. **The Authorized Official must sign this form.**

DATE: September 9, 2008

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Border Security Equipment and Technology (BSET) Program

ACCOUNT NUMBER: 8-1284-421-00-280-044-9-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapte 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
8-1284-421-00-280-044-9-434	Repair & Maintenance Services--Vehicles	10,000.00
8-1284-421-00-280-044-9-664	Other Minor Equipment	13,000.00
8-1284-421-00-280-044-9-748	Other Equipment	340,000.00
	TOTAL APPROPRIATIONS	363,000.00
8-1284-334-10-280-044-9-000	Governor's Division of Emergency Management	363,000.00
	TOTAL REVENUES	363,000.00

REASON: **To appropriate budget for the Border Security Equipment and Technology (BSET) Program grant award from the Governor's Division of Emergency Managemen (Grant Number: BSET-08-003; Grant Period: 05/01/08 to 08/31/09).**

Funding for the purchase of surveillance camera platforms and license plate reader--car mounted w/ mounting accessories for enhancing border security.

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-11081 **15.B.**

Request for creation of new position
CC REGULAR

Date: 09/16/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Hidalgo County Sheriff's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Sheriff's Office

Information

CAPTION

Jail Commissary:
1. Approval to create one permanent full-time Accountant III position, slot no. 280-015-0010 budgeted at $43,284.00 per year.
2. Approval of 2008 appropriation of funds.
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-2102-423-21-280-015-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Prorarted salaries and fringes to be appropriated from fund balance. RC

Attachments

Link: Job Description
Link: P.A.R.
Link: Fiscal Note
Link: Budget Appropriation
Link: Revised Salary Schedule
Link: L.O.T.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 07:41 AM	APRV
2	Rey Salazar	Rey Salazar	09/11/2008 05:50 PM	APRV
3	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Rosie Cantu — Started On: 09/10/2008 01:52 PM

Final Approval Date: 09/12/2008

HIDALGO COUNTY
SHERIFF'S OFFICE

Job Title: Accountant III	**FLSA Status: Non- Exempt**
Department: 510	**Civil Service Status: Non- Exempt**

Class Summary:

Accountant III performs a variety of professional accounting functions and tasks for the Sheriff's Office. Audits, monitors, researches, and recommends revisions to accounting procedures and operations. Performs and coordinates the maintenance and production of accounting reports and records and ensures compliance with established accounting procedures and practices.

Distinguishing Characteristics of the Class:

The Accountant III class is capable of performing a range of professional accounting/auditing functions and tasks within the established guidelines of the Sheriff's Office and according to generally accepted accounting practices, procedures and methods. This class is supervised by a higher level Auditor or manager and oversees bookkeeping/ accounting support personnel as required.

Assignments are performed under moderate supervision within established guidelines, generally accepted accounting principles, standards and methods. Receives direction on special projects or where guidelines and rules are unclear. Knowledge of accounting/auditing practices, methods, laws, rules, ordinances, and regulations is required to determine the most appropriate accounting methods and procedures to apply and to ensure appropriate compliance.

Personal contacts are with department employees, other departments, agencies or the public to provide information, coordinate work activities and resolve problems.

Examples of Work:

- Analyzes and prepares cash flow forecasts and updates forecasts based on actual revenues and expenditures.
- Prepares financial reports, statements and schedules.
- Audits and reconciles assigned accounts in the general ledger.
- Monitors and controls accounting activities in the recording of financial transactions, i.e., accounts receivables, accounts payables, collections and fixed assets.

- Verifies and reviews accounting transactions. Makes appropriate corrections, entries and adjustments to ensure accuracy of reports.
- Researches, analyzes and prepares journals for financial transactions.
- Prepares variance reports required by outside auditors and program summaries explaining variances.
- Coordinates, trains, and monitors the work of bookkeeping/accounting support personnel to ensure proper work operations.
- Assists in development and modification of internal accounting control policies, procedures and practices.
- Assists in special projects such as research and analysis of financial information, and reports for special information requested by executive and administrative personnel.
- Performs other related duties of a comparable level/type as assigned.

Work Environment/Physical Demands:

Work is performed in an office environment.

Minimum Qualifications:

Bachelor's Degree in Accounting plus at least one year of professional experience in general or governmental accounting.

Licensing and Other Requirements:

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

OTHER SKILL AND ABLITIES

- Ability to communicate effectively both orally and in writing;
- Ability to work with the general public;
- Ability to use a personal computer or terminal accessing a mainframe computer using standard word processing and spreadsheet software packages;
- Ability to speak clearly and concisely;
- Ability to keep accurate records;
- Good knowledge of business English, spelling and punctuation;
- Ability to establish and maintain effective working relationships with other county employees and the general public;
- Employee may be assigned to other duties in addition to those listed and duties may change according to changing needs of the Sheriff's Office;
- Ability to read and write in English language;
- 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 with citizens and employees of organization;
- Ability to solve practical problems and deal with a variety of concrete variable in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

APPLICANT SCREENING

The top candidates, based on a review of the completed applications for employment and the information submitted with the applications, will be referred to the Sheriff's Office for a personal review.

Successful applicant will undergo a thorough background investigation prior to being offered the position. Applicant must pass the background investigation to be selected for the position.

INFORMATION AND DOCUMENTS TO BE SUBMITTED TO HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT

- Application for Employment;
- Copy of High School Diploma or GED Certificate;
- College transcript, if applicable;
- Copies of certificates of training;
- Military Service Discharge Certificate (DD214), if applicable;
- Copy of current Texas Motor Vehicle Operator's License;
- Any other background information and documentation the Applicant desires to present.

SAFETY REQUIREMENT

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Comments: This description was prepared to indicate the kinds of activities and levels of work difficulty required of positions in this class. It is not intended as a complete list of specific duties and responsibilities.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Sheriff's Office

DATE: Sept. 9, 2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 280-015-0010

REQUESTED POSITION TITLE: Accountant III
(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: $ N/A (Current Budgeted Salary) $ 43,284.00 (Proposed Budgeted Salary) $ ~~N/A~~ 43,284.00 (Net Change) RC

Position to be funded from one of the following:

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

☑ Other Commissary Funds - Fund Balance

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		**FLSA:**	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑

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

The current Auditor and Accountant are overburden with work from both the Law Enforcement Bureau and Adult Detention Bureau, consequently their work product has been severely affected. It has now become necessary to hire additional financial personnel to handle both the Inmate and Commissary accounts. The County Auditor's Office has recorded several findings with regards to these accounts.

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

Accountant III performs a variety of professional accounting functions and tasks for the Sheriff's Office. Audits,monitors,researches,and recommends revisions to accounting procedures and operations.

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

N/A

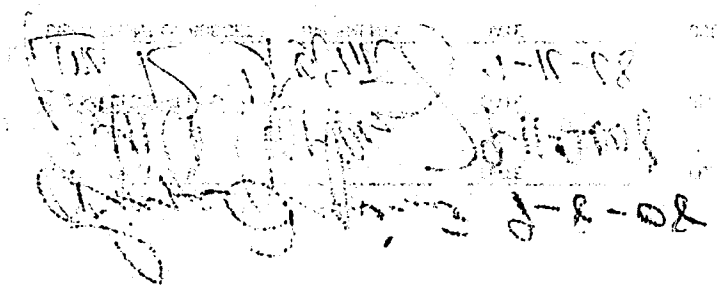
COMMENTS: (Any comments you wish to make regarding this request)

Funding for this position will come from the Sheriff's Office Commissary Fund.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9-8-08	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9-11-2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9-10-08	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, September 16, 2008

Agenda Item: AI-11081

SUMMARY OF REQUEST/ PROPOSAL:
The Sheriff's Office is requesting approval to create one permanent full-time Accountant III position, slot no. 280-015-0010 budgeted at $43,284.00 per year effective 09/16/2008 pending CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
2102	JAIL COMMISSARY	0010	113	0.00	43,284.00	43,284.00
						43,284.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	PERM F/T EMPL	12,720.87
8-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	1,223.77
8-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	9.70
8-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	973.15
8-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	1,116.89
8-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	63.60
8-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	53.43
			2008 Budgetary Impact	16,161.41

2009 Budgetary Impact: -

Possible Funding Sources: JAIL COMMISSARY FUND BALANCE

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: September 16, 2008

AI-11081

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT FOR SHERIFF'S OFFICE/ JAIL COMMISSARY

ACCOUNT NUMBER: 8-2102-423-21-280-015-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER**

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 ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
8-2102-423-21-280-015-0- 113	**JAIL COMMISSARY- PERM F/T EMPLOYEES**	**12,720.87**
8-2102-423-21-280-015-0- 211	**JAIL COMMISSARY- HEALTH INSURANCE**	**1,223.77**
8-2102-423-21-280-015-0- 212	**JAIL COMMISSARY- LIFE INSURANCE**	**9.70**
8-2102-423-21-280-015-0- 220	**JAIL COMMISSARY- FICA**	**973.15**
8-2102-423-21-280-015-0- 230	**JAIL COMMISSARY- RETIREMENT**	**1,116.89**
8-2102-423-21-280-015-0- 250	**JAIL COMMISSARY- UNEMPLOYMENT COMP**	**63.60**
8-2102-423-21-280-015-0- 260	**JAIL COMMISSARY- WORKERS COMP**	**53.43**
TOTAL BUDGET INCREASE (DECREASE)		**16,161.41**

REASON:TO FUND THE CREATION OF ONE NEW PERMANENT FULL-TIME ACCOUNTANT III POSITION NO. 280-015-0010. SALARIES AND FRINGES HAVE BEEN PRORATED FROM 09/16/2008 TO 12/31/2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

2102-423-21-280-015-0-
JAIL COMMISSARY

AI-11081

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	INMATE INTERVENTION SPECIALIST	$40,913.00	$0.00	$40,913.00	0.04	$1,637.00	$0.00	$42,550.00	$42,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,550.00
0002	113	INMATE INTERVENTION SPECIALIST	$40,913.00	$0.00	$40,913.00	0.04	$1,637.00	$0.00	$42,550.00	$42,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,550.00
0003	113	SR. DETENTION OFFICER STEP III	$34,155.00	$0.00	$34,155.00	0.035	$1,195.00	$0.00	$35,350.00	$35,350.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$39,250.00
0004	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.0446	$1,000.00	$0.00	$23,411.00	$23,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,771.00
0005	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.0446	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0006	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.0446	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0007	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.0446	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0008	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.0446	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0009	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.0446	$1,000.00	$0.00	$23,411.00	$22,474.56	$0.00	$0.00	$0.00	$0.00	$0.00	$22,475.00
0010	**113**	**ACCOUNTANT III**	**$0.00**	**$43,284.00**	**$43,284.00**	**0**	**$0.00**	**$0.00**	**$43,284.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$250,447.00	$43,284.00	$293,731.00		$10,469.00	$0.00	$304,200.00	$259,979.56	$960.00	$0.00	$3,300.00	$0.00	$0.00	$264,240.00

NEW PROPOSED FULL-TIME PERMANENT ACCOUNTANT III POSITION PENDING CC APPROVAL.

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Wednesday, September 10, 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: 11081

C.C. Date: 09/16/2008

Dept: SHERIFF'S OFFICE- JAIL COMMISSARY

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.

RECEIVED
SEP 11 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Adm.

Date: 09-11-08 **Time:** 11:35

AI-11102 **16.A.**

Pct 1 and Pct 3 Non-Awarded Competitive Projects Round III CAP

CC REGULAR

Date: 09/16/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Colonia Access Program

Information

CAPTION

Discussion and authorization to allow Hidalgo County's Precinct 1 and Precinct 3 to substitute awarded population-allocation projects with non-awarded competitive projects. This option will be done through a special minute submitted by the local TXDOT District office to be presented to their Commission. The Project substitution will not increase or decrease the dollar amount appropriated to Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-431-00-1XX-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Please refer to attached expense report for BCAP Round III projects. This agenda item is for Pct. 1 & 3.

Attachments

Link: Pct 1 and Pct 3 substitute compawarded population-allocation projects

Link: BCAP Round III projects expense report as of 9-12-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	09/11/2008 04:15 PM	APRV
2	Budget & Management	Veronica Lopez	09/11/2008 04:34 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2008 08:05 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Marcie Jackson Started On: 09/10/2008 04:18 PM

Final Approval Date: 09/12/2008

COUNTY of HIDALGO

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

September 4, 2008

Agapito Vargas, C.A.P. Director
Hidalgo County Border Colonias Access Program
301 E. State St.
Pharr, Texas 78577

Dear Mr. Vargas:

Precinct #1 was awarded fifteen population-allocation colonias and two competitive colonias under the TXDOT 3rd Call Border Colonia Access Program. We have been notified that Precinct # 1 might possibly have the option to substitute population-allocation projects with competitive projects that were not awarded. It is our understanding that that this option will be done through a special minute order that will be presented to the TXDOT Commission. We also understand that the value (cost) of the competitive projects should be the same as the population-allocation project that will be deleted. Below is a list of the colonias we seek to delete from population-allocation and the list of colonias we would like substituted for competitive approval.

Population-Allocation Colonia for Deletion		**Competitive Colonias for Approval**	
1) Indian Hills East	$ 1,260,219.00	1) Brenda Gay	$ 109,956.41
		2) Chapa 2	$ 343,068.56
		3) L & P	$ 117,988.82
		4) Los Castillos	$ 81,524.23
		5) Mary Ann	$ 248,468.66
		6) Saenz	$ 67,018.91
		7) Valley View Est.	$ 144,923.44
		8) Colonia Boyce	$ 134,547.58
		Total:	**$ 1,247,496.61**

If you need any additional information, please contact me at the above contact number.

Sincerely,

Joseph Palacios
Chief Administrator, Pct. 1

JP:jpl

12722.39

Hidalgo County
Border Colonias Access Program

10 September 2008

Mario Jorge, TXDOT District Engineer
Texas Department of Transportation
600 West Expressway US 83
Pharr, TX 78577

Dear Sharon:

Hidalgo County was awarded fifty-four (54) population-allocation projects and seven (7) competitive projects for a total of sixty-one projects under TXDOT's 3rd Call Border Colonia Access program. The County was advised during the 3rd Call project requirements held on August 2008 Workshop, of a possibly to substitute awarded population-allocation projects with non-awarded competitive projects.

Hidalgo County has decided to substitute some awarded population-allocation projects with un-awarded competitive projects. The reason for our decision is based on TXDOT's early assurances, Hidalgo County expected to have a chance to adjust its allocation applications after learning of its competitive awards, and it submitted its applications based on that strategy. With only one award for both allocation and competitive projects, the County now has several un-awarded projects (competitive applications) that it would like to swap with awarded population-allocation projects. The substitution of projects will be based on a dollar for dollar cost. The County will neither gain nor lose any appropriated funds.

The County understands that this option will take effect through a special minute as presented by TXDOT's local district office.

Precinct No.1 is requesting that in place of the allocation for Indian Hills East, TWDB# 1080932, ($1,260,219.00) such should be directed instead to Brenda Gay, TWDB# 1080120 - $109,956.41; Chapa 2, TWDB# 1080958 - $343,068.56; Colonia Boyce, TWDB# 1080232 – $134,547.58; L & P, TWDB# 1080362 – $117,988.82; Los Castillos, TWDB# 1080423 – $81,524.23; Mary Ann, TWDB#1080895 - $248,468.66; Saenz, TWDB# 1080181 - $67,018.91 and Valley View, TWDB# 1080779 - $144,923.44. It is our understanding that any remaining balances will be re-distributed back to the County.

Precinct No.3 is requesting that in place of the allocations for Randolph Barnett #1, TWDB# 1080600, ($90,610.00); Regal Estates, TWDB# 1080606 – ($191,110.00); Jardin Terrace Subdivision, TWDB# 1080348 – ($185,510.00); Havana Lomas #4, TWDB# 1080310 – ($133,601.00); Blue Star Enterprises #2, TWDB# 1080111 – ($287,214.00); Dude Hill #1, TWDB# 1080234 – ($88,335.00); Havana Lomas #5, TWDB# 1080311 – ($90,150.00); Ramirez Subdivision, TWDB# 1080587 – ($76,910.00); Ramirez Subdivision #2, TWDB# 1080588 –

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

MEMORANDUM

TO: Agapito Vargas, Jr. Hidalgo County BCAP Director
Hidalgo County BCAP

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: September 5, 2008

RE: TXDOT 3rd Call Project Substitutions

Precinct #3 would like to substitute population-allocation projects with competitive projects not awarded.
Please delete the awarded projects:

Randolph Barnett #1	$90,610.00
Regal Estates	$191,110.00
Jardin Terrace Subdivision	$185,510.00
Havana Lomas #4	$133,601.00
Blue Star Enterprises #2	$287,214.00
Dude Hill #1	$88,335.00
Havana Lomas #5	$90,150.00
Ramirez Subdivision	$76,910.00
Ramirez Subdivision #2	$70,560.00
Ramirez Subdivision #3	$66,122.00

Please substitute the following competitive projects:

Loma Linda Heights Subdivision	$650,747.00
Casa de los Vecinos Subdivision	$621,779.00

Should you have any questions or require additional information, please do not hesitate to call me at (956)585-4509.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
063							
8-1312-431-00-121-063-0-312	BALLI ESTATES-INDIRECT COST	.00	21,464.49	.00	.00	21,464.49	.00
8-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	.00	.00	42,960.23	.00
8-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	.00	13,669.16	.00	.00	13,669.16	.00
8-1312-431-00-121-063-0-734	BALLI ESTATES-SUBDIVISION STREETS	.00	390,547.50	.00	.00	390,547.50	.00
8-1312-431-00-121-063-0-899	BALLI ESTATES-CONTINGENCY	.00	67,970.89	.00	.00	67,970.89	.00
063		**.00**	**536,612.27**	**.00**	**.00**	**536,612.27**	**.00**
148							
8-1312-431-00-121-148-0-312	CHAPA NORTH-INDIRECT COST	.00	2,782.82	.00	.00	2,782.82	.00
8-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	.00	.00	6,866.64	.00
8-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,184.84	.00	.00	2,184.84	.00
8-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00
8-1312-431-00-121-148-0-734	CHAPA NORTH-SUBDIVISION STREETS	.00	46,224.00	.00	.00	46,224.00	.00
8-1312-431-00-121-148-0-899	CHAPA NORTH-CONTINGENCY	.00	11,512.28	.00	.00	11,512.28	.00
148		**.00**	**85,770.58**	**.00**	**.00**	**85,770.58**	**.00**
149							
8-1312-431-00-121-149-0-312	CHAPA SOUTH-INDIRECT COST	.00	2,675.11	.00	.00	2,675.11	.00
8-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	.00	.00	6,074.64	.00
8-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,932.84	.00	.00	1,932.84	.00
8-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
8-1312-431-00-121-149-0-734	CHAPA SOUTH-SUBDIVISION STREETS	.00	46,224.00	.00	.00	46,224.00	.00
8-1312-431-00-121-149-0-899	CHAPA SOUTH-CONTINGENCY	.00	9,971.19	.00	.00	9,971.19	.00
149		**.00**	**75,877.78**	**.00**	**.00**	**75,877.78**	**.00**
185							
8-1312-431-00-121-185-0-312	COLONIA WHALEN ROAD-INDIRECT COST	.00	3,921.89	.00	.00	3,921.89	.00
8-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	.00	.00	9,991.52	.00
8-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	.00	3,179.12	.00	.00	3,179.12	.00
8-1312-431-00-121-185-0-733	COLONIA WHALEN ROAD-DRAINAGE DITCHES	.00	26,756.00	.00	.00	26,756.00	.00
8-1312-431-00-121-185-0-734	COLONIA WHALEN ROAD-SUBDIVISION STREETS	.00	64,076.00	.00	.00	64,076.00	.00
8-1312-431-00-121-185-0-899	COLONIA WHALEN ROAD-CONTINGENCY	.00	16,878.64	.00	.00	16,878.64	.00
185		**.00**	**124,803.17**	**.00**	**.00**	**124,803.17**	**.00**
215							
8-1312-431-00-121-215-0-312	DE ANDA SUBDIVISION-INDIRECT COST	.00	2,069.01	.00	.00	2,069.01	.00
8-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	5,147.76	.00	.00	5,147.76	.00
8-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,638.56	.00	.00	1,638.56	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
215							
8-1312-431-00-121-215-0-733	DE ANDA SUBDIVISION-DRAINAGE DITCHES	.00	12,600.00	.00	.00	12,600.00	.00
8-1312-431-00-121-215-0-734	DE ANDA SUBDIVISION-SUBDIVISION STREETS	.00	34,216.00	.00	.00	34,216.00	.00
8-1312-431-00-121-215-0-899	DE ANDA SUBDIVISION-CONTINGENCY	.00	8,653.85	.00	.00	8,653.85	.00
215		**.00**	**64,325.18**	**.00**	**.00**	**64,325.18**	**.00**
220							
8-1312-431-00-121-220-1-312	DELTA WEST SUBDIVISION-INDIRECT COST	.00	12,558.74	.00	.00	12,558.74	.00
8-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	.00	.00	28,466.19	.00
8-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	9,057.42	.00	.00	9,057.42	.00
8-1312-431-00-121-220-1-733	DELTA WEST SUBDIVISION-DRAINAGE DITCHES	.00	41,600.00	.00	.00	41,600.00	.00
8-1312-431-00-121-220-1-734	DELTA WEST SUBDIVISION-SUBDIVISION STREE	.00	217,183.50	.00	.00	217,183.50	.00
8-1312-431-00-121-220-1-899	DELTA WEST SUBDIVISION-CONTINGENCY	.00	46,702.68	.00	.00	46,702.68	.00
220		**.00**	**355,568.53**	**.00**	**.00**	**355,568.53**	**.00**
228							
8-1312-431-00-121-228-1-312	DIAZ SUBDIVISION-INDIRECT COST	.00	2,223.81	.00	.00	2,223.81	.00
8-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	5,171.37	.00	.00	5,171.37	.00
8-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,645.44	.00	.00	1,645.44	.00
8-1312-431-00-121-228-1-733	DIAZ SUBDIVISION-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
8-1312-431-00-121-228-1-734	DIAZ SUBDIVISION-SUBDIVISION STREETS	.00	38,012.50	.00	.00	38,012.50	.00
8-1312-431-00-121-228-1-899	DIAZ SUBDIVISION-CONTINGENCY	.00	8,542.06	.00	.00	8,542.06	.00
228		**.00**	**64,595.18**	**.00**	**.00**	**64,595.18**	**.00**
319							
8-1312-431-00-121-319-0-312	HIGH POINT SUBDIVISION-INDIRECT COST	.00	4,847.47	.00	.00	4,847.47	.00
8-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	.00	.00	9,702.00	.00
8-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,087.00	.00	.00	3,087.00	.00
8-1312-431-00-121-319-0-734	HIGH POINT SUBDIVISION-SUBDIVISION STREE	.00	88,200.00	.00	.00	88,200.00	.00
8-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTINGENCY	.00	15,350.33	.00	.00	15,350.33	.00
319		**.00**	**121,186.80**	**.00**	**.00**	**121,186.80**	**.00**
387							
8-1312-431-00-121-387-0-312	LA MESA SUBDIVISION-INDIRECT COST	.00	5,979.23	.00	.00	5,979.23	.00
8-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	.00	.00	16,810.69	.00
8-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	.00	5,348.86	.00	.00	5,348.86	.00
8-1312-431-00-121-387-0-733	LA MESA SUBDIVISION-DRAINAGE DITCHES	.00	60,500.00	.00	.00	60,500.00	.00
8-1312-431-00-121-387-0-734	LA MESA SUBDIVISION-SUBDIVISION STREETS	.00	92,324.50	.00	.00	92,324.50	.00
8-1312-431-00-121-387-0-899	LA MESA SUBDIVISION-CONTINGENCY	.00	29,017.58	.00	.00	29,017.58	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
387							
387		**.00**	**209,980.86**	**.00**	**.00**	**209,980.86**	**.00**
461							
8-1312-431-00-121-461-0-312	MID-VALLEY ESTATES-INDIRECT COST	.00	8,530.03	.00	.00	8,530.03	.00
8-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	.00	.00	18,801.76	.00
8-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	.00	5,982.38	.00	.00	5,982.38	.00
8-1312-431-00-121-461-0-733	MID-VALLEY ESTATES-DRAINAGE DITCHES	.00	21,600.00	.00	.00	21,600.00	.00
8-1312-431-00-121-461-0-734	MID-VALLEY ESTATES-SUBDIVISION STREETS	.00	149,324.98	.00	.00	149,324.98	.00
8-1312-431-00-121-461-0-899	MID-VALLEY ESTATES-CONTINGENCY	.00	30,611.80	.00	.00	30,611.80	.00
461		**.00**	**234,850.95**	**.00**	**.00**	**234,850.95**	**.00**
687							
8-1312-431-00-121-687-0-312	SO. PALM GARDENS EST.#1-INDIRECT COST	.00	2,350.36	.00	.00	2,350.36	.00
8-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	.00	.00	4,704.16	.00
8-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,496.78	.00	.00	1,496.78	.00
8-1312-431-00-121-687-0-734	SO. PALM GARDENS EST.#1-SUBDIVISION STRE	.00	42,764.98	.00	.00	42,764.98	.00
8-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTINGENCY	.00	7,442.83	.00	.00	7,442.83	.00
687		**.00**	**58,759.11**	**.00**	**.00**	**58,759.11**	**.00**
688							
8-1312-431-00-121-688-0-312	SO. PALM GARDENS EST.#2-INDIRECT COST	.00	1,944.08	.00	.00	1,944.08	.00
8-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	.00	.00	3,891.04	.00
8-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	1,238.06	.00	.00	1,238.06	.00
8-1312-431-00-121-688-0-734	SO. PALM GARDENS EST.#2-SUBDIVISION STRE	.00	35,373.00	.00	.00	35,373.00	.00
8-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTINGENCY	.00	6,155.82	.00	.00	6,155.82	.00
688		**.00**	**48,602.00**	**.00**	**.00**	**48,602.00**	**.00**
790							
8-1312-431-00-121-790-0-312	VILLAGE GROVE #2-INDIRECT COST	.00	1,696.32	.00	.00	1,696.32	.00
8-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	.00	.00	3,379.10	.00
8-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	1,075.17	.00	.00	1,075.17	.00
8-1312-431-00-121-790-0-734	VILLAGE GROVE #2-SUBDIVISION STREETS	.00	30,919.00	.00	.00	30,919.00	.00
8-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	.00	5,338.32	.00	.00	5,338.32	.00
790		**.00**	**42,407.91**	**.00**	**.00**	**42,407.91**	**.00**
804							
8-1312-431-00-121-804-0-312	WES-MER SUBDIVISION-INDIRECT COST	.00	3,155.05	.00	.00	3,155.05	.00
8-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	.00	.00	7,179.31	.00
8-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	.00	2,284.33	.00	.00	2,284.33	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
804							
8-1312-431-00-121-804-0-733	WES-MER SUBDIVISION-DRAINAGE DITCHES	.00	10,800.00	.00	.00	10,800.00	.00
8-1312-431-00-121-804-0-734	WES-MER SUBDIVISION-SUBDIVISION STREETS	.00	54,466.50	.00	.00	54,466.50	.00
8-1312-431-00-121-804-0-899	WES-MER SUBDIVISION-CONTINGENCY	.00	11,790.98	.00	.00	11,790.98	.00
804		**.00**	**89,676.17**	**.00**	**.00**	**89,676.17**	**.00**
855							
8-1312-431-00-121-855-0-312	ASH COUNTY-INDIRECT COST	.00	3,916.21	.00	.00	3,916.21	.00
8-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	.00	.00	10,430.01	.00
8-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	3,319.28	.00	.00	3,319.28	.00
8-1312-431-00-121-855-0-733	ASH COUNTY-DRAINAGE DITCHES	.00	32,400.00	.00	.00	32,400.00	.00
8-1312-431-00-121-855-0-734	ASH COUNTY-SUBDIVISION STREETS	.00	62,438.50	.00	.00	62,438.50	.00
8-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	.00	17,801.35	.00	.00	17,801.35	.00
855		**.00**	**130,305.35**	**.00**	**.00**	**130,305.35**	**.00**
896							
8-1312-431-00-121-896-0-312	MCKEE #1-INDIRECT COST	.00	3,470.96	.00	.00	3,470.96	.00
8-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	9,837.08	.00	.00	9,837.08	.00
8-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	3,129.98	.00	.00	3,129.98	.00
8-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	.00	36,100.00	.00	.00	36,100.00	.00
8-1312-431-00-121-896-0-734	MCKEE #1-SUBDIVISION STREETS	.00	53,328.00	.00	.00	53,328.00	.00
8-1312-431-00-121-896-0-899	MCKEE #1-CONTINGENCY	.00	17,008.05	.00	.00	17,008.05	.00
896		**.00**	**122,874.07**	**.00**	**.00**	**122,874.07**	**.00**
932							
8-1312-431-00-121-932-0-312	INDIAN HILLS EAST-INDIRECT COST	.00	50,408.76	.00	.00	50,408.76	.00
8-1312-431-00-121-932-0-334	INDIAN HILLS EAST-ENG & ARCH SRV	.00	100,890.90	.00	.00	100,890.90	.00
8-1312-431-00-121-932-0-339	INDIAN HILLS EAST-OTHER PROF SRV	.00	32,101.65	.00	.00	32,101.65	.00
8-1312-431-00-121-932-0-734	INDIAN HILLS EAST-SUBDIVISION STREETS	.00	917,190.00	.00	.00	917,190.00	.00
8-1312-431-00-121-932-0-899	INDIAN HILLS EAST-CONTINGENCY	.00	159,627.75	.00	.00	159,627.75	.00
932		**.00**	**1,260,219.06**	**.00**	**.00**	**1,260,219.06**	**.00**
154							
8-1312-431-00-122-154-0-312	CITRIANA VILLAGE-INDIRECT COSTS	.00	12,795.00	.00	.00	12,795.00	.00
8-1312-431-00-122-154-0-334	CITRIANA VILLAGE-ENG & ARCH SRV	.00	44,375.45	.00	.00	44,375.45	.00
8-1312-431-00-122-154-0-339	CITRIANA VILLAGE-OTHER PROFESSIONAL SRVS	.00	14,119.46	.00	.00	14,119.46	.00
8-1312-431-00-122-154-0-733	CITRIANA VILLAGE-DRAINAGE DITCHES	.00	165,795.00	.00	.00	165,795.00	.00
8-1312-431-00-122-154-0-734	CITRIANA VILLAGE-SUBDIVISION STREETS	.00	237,618.23	.00	.00	237,618.23	.00
8-1312-431-00-122-154-0-899	CITRIANA VILLAGE-CONTINGENCY	.00	10,966.82	.00	.00	10,966.82	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
154							
154		**.00**	**485,669.96**	**.00**	**.00**	**485,669.96**	**.00**
262							
8-1312-431-00-122-262-0-312	ESPERANZA ESTATES-INDIRECT COSTS	.00	4,603.51	.00	.00	4,603.51	.00
8-1312-431-00-122-262-0-334	ESPERANZA ESTATES-ENG & ARCH SRVS	.00	18,648.61	.00	.00	18,648.61	.00
8-1312-431-00-122-262-0-339	ESPERANZA ESTATES-OTHER PROFESSIONAL SRV	.00	5,933.65	.00	.00	5,933.65	.00
8-1312-431-00-122-262-0-733	ESPERANZA ESTATES-DRAINAGE DITCHES	.00	87,255.00	.00	.00	87,255.00	.00
8-1312-431-00-122-262-0-734	ESPERANZA ESTATES-SUBDIVISION STREETS	.00	82,277.77	.00	.00	82,277.77	.00
8-1312-431-00-122-262-0-899	ESPERANZA ESTATES-CONTINGENCY	.00	3,624.27	.00	.00	3,624.27	.00
262		**.00**	**202,342.81**	**.00**	**.00**	**202,342.81**	**.00**
413							
8-1312-431-00-122-413-0-312	LAS MILPAS-INDIRECT COSTS	.00	4,682.90	.00	.00	4,682.90	.00
8-1312-431-00-122-413-0-334	LAS MILPAS-ENGINEER & ARCHITECT SRVS	.00	17,407.93	.00	.00	17,407.93	.00
8-1312-431-00-122-413-0-339	LAS MILPAS-OTHER PROFESSIONAL SRVS	.00	5,538.89	.00	.00	5,538.89	.00
8-1312-431-00-122-413-0-733	LAS MILPAS-DRAINAGE DITCHES	.00	72,685.00	.00	.00	72,685.00	.00
8-1312-431-00-122-413-0-734	LAS MILPAS-SUBDIVISION STREETS	.00	85,568.88	.00	.00	85,568.88	.00
8-1312-431-00-122-413-0-899	LAS MILPAS-CONTINGENCY	.00	3,873.99	.00	.00	3,873.99	.00
413		**.00**	**189,757.59**	**.00**	**.00**	**189,757.59**	**.00**
454							
8-1312-431-00-122-454-0-312	MCCOLL ESTATES-INDIRECT COSTS	.00	4,496.91	.00	.00	4,496.91	.00
8-1312-431-00-122-454-0-334	MCCOLL ESTATES-ENG & ARCH SERVICES	.00	16,626.81	.00	.00	16,626.81	.00
8-1312-431-00-122-454-0-339	MCCOLL ESTATES-OTHER PROFESSIONAL SRVS	.00	5,290.35	.00	.00	5,290.35	.00
8-1312-431-00-122-454-0-733	MCCOLL ESTATES-DRAINAGE DITCHES	.00	68,875.00	.00	.00	68,875.00	.00
8-1312-431-00-122-454-0-734	MCCOLL ESTATES-SUBDIVISION STREETS	.00	82,277.77	.00	.00	82,277.77	.00
8-1312-431-00-122-454-0-899	MCCOLL ESTATES-CONTINGENCY	.00	3,730.87	.00	.00	3,730.87	.00
454		**.00**	**181,297.71**	**.00**	**.00**	**181,297.71**	**.00**
460							
8-1312-431-00-122-460-1-312	MESQUITE ACRES-INDIRECT COSTS	.00	5,028.99	.00	.00	5,028.99	.00
8-1312-431-00-122-460-1-334	MESQUITE ACRES-ENGINEER & ARCH SRVS	.00	20,675.95	.00	.00	20,675.95	.00
8-1312-431-00-122-460-1-339	MESQUITE ACRES-OTHER PROFESSIONAL SRVS	.00	6,578.71	.00	.00	6,578.71	.00
8-1312-431-00-122-460-1-733	MESQUITE ACRES-DRAINAGE DITCHES	.00	98,445.00	.00	.00	98,445.00	.00
8-1312-431-00-122-460-1-734	MESQUITE ACRES-SUBDIVISION STREETS	.00	89,518.23	.00	.00	89,518.23	.00
8-1312-431-00-122-460-1-899	MESQUITE ACRES-CONTINGENCY	.00	3,922.83	.00	.00	3,922.83	.00
460		**.00**	**224,169.71**	**.00**	**.00**	**224,169.71**	**.00**
465							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
465							
8-1312-431-00-122-465-1-312	MILLER RESUB LOT A-INDIRECT COSTS	.00	3,041.51	.00	.00	3,041.51	.00
8-1312-431-00-122-465-1-334	MILLER RESUB LOT A-ENGINEER & ARCH SRVS	.00	12,643.31	.00	.00	12,643.31	.00
8-1312-431-00-122-465-1-339	MILLER RESUB LOT A -OTHER PROF SRVS	.00	4,022.87	.00	.00	4,022.87	.00
8-1312-431-00-122-465-1-733	MILLER RESUB LOT A-DRAINAGE DITCHES	.00	60,965.00	.00	.00	60,965.00	.00
8-1312-431-00-122-465-1-734	MILLER RESUB LOT A-SUBDIVISION STREETS	.00	53,974.23	.00	.00	53,974.23	.00
8-1312-431-00-122-465-1-899	MILLER RESUB LOT A-CONTINGENCY	.00	2,355.91	.00	.00	2,355.91	.00
465		**.00**	**137,002.83**	**.00**	**.00**	**137,002.83**	**.00**
596							
8-1312-431-00-122-596-0-312	RANCHO ESCONDIDO.-INDIRECT COSTS	.00	10,782.08	.00	.00	10,782.08	.00
8-1312-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	.00	41,627.62	.00	.00	41,627.62	.00
8-1312-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROFESSIONAL SRVS	.00	13,245.15	.00	.00	13,245.15	.00
8-1312-431-00-122-596-0-733	RANCHO ESCONDIDO-DRAINAGE DITCHES	.00	183,270.00	.00	.00	183,270.00	.00
8-1312-431-00-122-596-0-734	RANCHO ESCONDIDO-SUBDIVISION STREETS	.00	195,162.89	.00	.00	195,162.89	.00
8-1312-431-00-122-596-0-899	RANCHO ESCONDIDO-CONTINGENCY	.00	8,734.21	.00	.00	8,734.21	.00
596		**.00**	**452,821.95**	**.00**	**.00**	**452,821.95**	**.00**
890							
8-1312-431-00-122-890-0-312	LOS ENCINOS #1-INDIRECT COSTS	.00	1,800.00	.00	.00	1,800.00	.00
8-1312-431-00-122-890-0-334	LOS ENCINOS #1-ENGINEER & ARCHITECT SRVS	.00	7,829.76	.00	.00	7,829.76	.00
8-1312-431-00-122-890-0-339	LOS ENCINOS #1-OTHER PROFESSIONAL SRVS	.00	2,491.29	.00	.00	2,491.29	.00
8-1312-431-00-122-890-0-733	LOS ENCINOS #1-DRAINAGE DITCHES	.00	39,585.00	.00	.00	39,585.00	.00
8-1312-431-00-122-890-0-734	LOS ENCINOS #1-SUBDIVISION STREETS	.00	31,519.48	.00	.00	31,519.48	.00
8-1312-431-00-122-890-0-899	LOS ENCINOS #1-CONTINGENCY	.00	1,359.47	.00	.00	1,359.47	.00
890		**.00**	**84,585.00**	**.00**	**.00**	**84,585.00**	**.00**
891							
8-1312-431-00-122-891-0-312	LOS ENCINOS #2-INDIRECT COSTS	.00	4,539.20	.00	.00	4,539.20	.00
8-1312-431-00-122-891-0-334	LOS ENCINOS #2-ENG & ARCH SERVICES	.00	20,175.28	.00	.00	20,175.28	.00
8-1312-431-00-122-891-0-339	LOS ENCINOS #2-OTHER PROFESSIONAL SRVS	.00	6,419.41	.00	.00	6,419.41	.00
8-1312-431-00-122-891-0-733	LOS ENCINOS #2-DRAINAGE DITCHES	.00	104,425.00	.00	.00	104,425.00	.00
8-1312-431-00-122-891-0-734	LOS ENCINOS #2-SUBDIVISION STREETS	.00	78,986.67	.00	.00	78,986.67	.00
8-1312-431-00-122-891-0-899	LOS ENCINOS #2-CONTINGENCY	.00	3,359.47	.00	.00	3,359.47	.00
891		**.00**	**217,905.03**	**.00**	**.00**	**217,905.03**	**.00**
900							
8-1312-431-00-122-900-0-312	MORNINGSIDE SOUTH-INDIRECT COSTS	.00	8,698.36	.00	.00	8,698.36	.00
8-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH-ENG & ARCH SRVS	.00	33,142.82	.00	.00	33,142.82	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
900							
8-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH-OTHER PROFESSIONAL SRV	.00	10,545.44	.00	.00	10,545.44	.00
8-1312-431-00-122-900-0-733	MORNINGSIDE SOUTH-DRAINAGE DITCHES	.00	143,325.00	.00	.00	143,325.00	.00
8-1312-431-00-122-900-0-734	MORNINGSIDE SOUTH-SUBDIVISION STREETS	.00	157,973.34	.00	.00	157,973.34	.00
8-1312-431-00-122-900-0-899	MORNINGSIDE SOUTH-CONTINGENCY	.00	7,098.97	.00	.00	7,098.97	.00
900		**.00**	**360,783.93**	**.00**	**.00**	**360,783.93**	**.00**
937							
8-1312-431-00-122-937-0-312	ALDAMAS 1 & 2-INDIRECT COSTS	.00	11,831.37	.00	.00	11,831.37	.00
8-1312-431-00-122-937-0-334	ALDAMAS 1 & 2-ENG & ARCH SERVICES	.00	47,521.38	.00	.00	47,521.38	.00
8-1312-431-00-122-937-0-339	ALDAMAS 1 & 2-OTHER PROFESSIONAL SERVICE	.00	15,120.44	.00	.00	15,120.44	.00
8-1312-431-00-122-937-0-733	ALDAMAS 1 & 2-DRAINAGE DITCHES	.00	220,065.00	.00	.00	220,065.00	.00
8-1312-431-00-122-937-0-734	ALDAMAS 1 & 2-SUBDIVISION STREETS	.00	211,947.55	.00	.00	211,947.55	.00
8-1312-431-00-122-937-0-899	ALDAMAS 1 & 2-CONTINGENCY	.00	9,363.39	.00	.00	9,363.39	.00
937		**.00**	**515,849.13**	**.00**	**.00**	**515,849.13**	**.00**
940							
8-1312-431-00-122-940-0-312	SUNDOWNERS RTMNT-INDIRECT COSTS	.00	4,354.83	.00	.00	4,354.83	.00
8-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT-ENG & ARCH SRVS	.00	19,424.96	.00	.00	19,424.96	.00
8-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT-OTHER PROF SRVS	.00	6,180.67	.00	.00	6,180.67	.00
8-1312-431-00-122-940-0-733	SUNDOWNERS RTMNT-DRAINAGE DITCHES	.00	100,895.00	.00	.00	100,895.00	.00
8-1312-431-00-122-940-0-734	SUNDOWNERS RTMNT-SUBDIVISION ST.	.00	75,695.55	.00	.00	75,695.55	.00
8-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT-CONTINGENCY	.00	3,214.73	.00	.00	3,214.73	.00
940		**.00**	**209,765.74**	**.00**	**.00**	**209,765.74**	**.00**
055							
8-1312-431-00-123-055-0-312	ARIEL HINOJOSA-INDIRECT COST	.00	4,859.68	.00	.00	4,859.68	.00
8-1312-431-00-123-055-0-334	ARIEL HINOJOSA-ENG&ARCH SRV	.00	12,882.10	.00	.00	12,882.10	.00
8-1312-431-00-123-055-0-339	ARIEL HINOJOSA-OTHER PROFESSIONAL SRVS	.00	4,098.85	.00	.00	4,098.85	.00
8-1312-431-00-123-055-0-733	ARIEL HINOJOSA-DRAINAGE DITCHES	.00	24,310.00	.00	.00	24,310.00	.00
8-1312-431-00-123-055-0-734	ARIEL HINOJOSA-SUBDIVISION STREETS	.00	92,800.00	.00	.00	92,800.00	.00
8-1312-431-00-123-055-0-899	ARIEL HINOJOSA-CONTINGENCY	.00	6,851.32	.00	.00	6,851.32	.00
055		**.00**	**145,801.95**	**.00**	**.00**	**145,801.95**	**.00**
079							
8-1312-431-00-123-079-0-312	BASHAM #14-INDIRECT COST	.00	7,546.84	.00	.00	7,546.84	.00
8-1312-431-00-123-079-0-334	BASHAM #14-ENG & ARCH SRV	.00	21,845.48	.00	.00	21,845.48	.00
8-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	.00	6,950.83	.00	.00	6,950.83	.00
8-1312-431-00-123-079-0-733	BASHAM #14-DRAINAGE DITCHES	.00	58,580.00	.00	.00	58,580.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
079							
8-1312-431-00-123-079-0-734	BASHAM #14-SUBDIVISION STREETS	.00	140,015.25	.00	.00	140,015.25	.00
8-1312-431-00-123-079-0-899	BASHAM #14-CONTINGENCY	.00	12,312.69	.00	.00	12,312.69	.00
079		**.00**	**247,251.09**	**.00**	**.00**	**247,251.09**	**.00**
082							
8-1312-431-00-123-082-0-312	BASHAM #18-INDIRECT COST	.00	4,965.88	.00	.00	4,965.88	.00
8-1312-431-00-123-082-0-334	BASHAM #18-ENG & ARCH SRV	.00	14,773.31	.00	.00	14,773.31	.00
8-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	.00	4,700.60	.00	.00	4,700.60	.00
8-1312-431-00-123-082-0-733	BASHAM #18-DRAINAGE DITCH & STRUCT	.00	43,060.00	.00	.00	43,060.00	.00
8-1312-431-00-123-082-0-734	BASHAM #18-SUBDIVISION STREETS	.00	91,242.85	.00	.00	91,242.85	.00
8-1312-431-00-123-082-0-899	BASHAM #18-CONTINGENCY	.00	8,464.41	.00	.00	8,464.41	.00
082		**.00**	**167,207.05**	**.00**	**.00**	**167,207.05**	**.00**
111							
8-1312-431-00-123-111-0-312	BLUE STAR ENTERPRISE #2-INDIRECT COST	.00	8,126.55	.00	.00	8,126.55	.00
8-1312-431-00-123-111-0-334	BLUE STAR ENTERPRISE #2-ENG & ARCH SRV	.00	25,376.31	.00	.00	25,376.31	.00
8-1312-431-00-123-111-0-339	BLUE STAR ENTERPRISE #2-OTHER PROF SRVS	.00	8,074.28	.00	.00	8,074.28	.00
8-1312-431-00-123-111-0-733	BLUE STAR ENTERPRISE #2-DRAINAGE DITCHES	.00	84,050.00	.00	.00	84,050.00	.00
8-1312-431-00-123-111-0-734	BLUE STAR ENTERPRISE #2-SUBDIVISION ST.	.00	146,643.75	.00	.00	146,643.75	.00
8-1312-431-00-123-111-0-899	BLUE STAR ENTERPRISE #2-CONTINGENCY	.00	14,942.83	.00	.00	14,942.83	.00
111		**.00**	**287,213.72**	**.00**	**.00**	**287,213.72**	**.00**
234							
8-1312-431-00-123-234-0-312	DUDE HILL #1-INDIRECT COST	.00	2,400.00	.00	.00	2,400.00	.00
8-1312-431-00-123-234-0-334	DUDE HILL #1-ENG & ARCH SRV	.00	7,748.48	.00	.00	7,748.48	.00
8-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSIONAL SERVICES	.00	2,465.43	.00	.00	2,465.43	.00
8-1312-431-00-123-234-0-733	DUDE HILL #1-DRAINAGE DITCHES & STRUCT	.00	28,335.00	.00	.00	28,335.00	.00
8-1312-431-00-123-234-0-734	DUDE HILL #1-SUBDIVISION STREETS	.00	42,656.46	.00	.00	42,656.46	.00
8-1312-431-00-123-234-0-899	DUDE HILL #1-CONTINGENCY	.00	4,729.63	.00	.00	4,729.63	.00
234		**.00**	**88,335.00**	**.00**	**.00**	**88,335.00**	**.00**
310							
8-1312-431-00-123-310-0-312	HAVANA LOMAS #4-INDIRECT COST	.00	4,195.64	.00	.00	4,195.64	.00
8-1312-431-00-123-310-0-334	HAVANA LOMAS #4-ENG & ARCH SRV	.00	11,804.10	.00	.00	11,804.10	.00
8-1312-431-00-123-310-0-339	HAVANA LOMAS #4-OTHER PROFESSIONAL SRV	.00	3,755.85	.00	.00	3,755.85	.00
8-1312-431-00-123-310-0-733	HAVANA LOMAS #4-DRAINAGE DITCHES	.00	28,710.00	.00	.00	28,710.00	.00
8-1312-431-00-123-310-0-734	HAVANA LOMAS #4-SUBDIVISION STREETS	.00	78,600.00	.00	.00	78,600.00	.00
8-1312-431-00-123-310-0-899	HAVANA LOMAS #4-CONTINGENCY	.00	6,535.36	.00	.00	6,535.36	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
310							
310		**.00**	**133,600.95**	**.00**	**.00**	**133,600.95**	**.00**
311							
8-1312-431-00-123-311-0-312	HAVANA LOMAS #5-INDIRECT COST	.00	2,600.00	.00	.00	2,600.00	.00
8-1312-431-00-123-311-0-334	HAVANA LOMAS #5-ENG & ARCH SRV	.00	7,965.05	.00	.00	7,965.05	.00
8-1312-431-00-123-311-0-339	HAVANA LOMAS #5-OTHER PROFESSIONAL SRV	.00	2,534.33	.00	.00	2,534.33	.00
8-1312-431-00-123-311-0-733	HAVANA LOMAS #5-DRAINAGE DITCHES	.00	25,150.00	.00	.00	25,150.00	.00
8-1312-431-00-123-311-0-734	HAVANA LOMAS #5-SUBDIVISION STREETS	.00	47,259.67	.00	.00	47,259.67	.00
8-1312-431-00-123-311-0-899	HAVANA LOMAS #5-CONTINGENCY	.00	4,640.95	.00	.00	4,640.95	.00
311		**.00**	**90,150.00**	**.00**	**.00**	**90,150.00**	**.00**
324							
8-1312-431-00-123-324-0-312	HILDA SUBDIVISION #2-INDIRECT COST	.00	4,800.00	.00	.00	4,800.00	.00
8-1312-431-00-123-324-0-334	HILDA SUBDIVISION #2-ENG & ARCH SRV	.00	16,083.32	.00	.00	16,083.32	.00
8-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	.00	5,117.42	.00	.00	5,117.42	.00
8-1312-431-00-123-324-0-733	HILDA SUBDIVISION #2-DRAINAGE DITCHES	.00	62,020.00	.00	.00	62,020.00	.00
8-1312-431-00-123-324-0-734	HILDA SUBDIVISION #2-SUBDIVISION STREETS	.00	84,176.06	.00	.00	84,176.06	.00
8-1312-431-00-123-324-0-899	HILDA SUBDIVISION #2-CONTINGENCY	.00	9,823.20	.00	.00	9,823.20	.00
324		**.00**	**182,020.00**	**.00**	**.00**	**182,020.00**	**.00**
348							
8-1312-431-00-123-348-0-312	JARDIN TERRACE SUBDIVISION-INDIRECT COST	.00	5,600.00	.00	.00	5,600.00	.00
8-1312-431-00-123-348-0-334	JARDIN TERRACE SUBDIVISION-ENG & ARCH SR	.00	16,349.27	.00	.00	16,349.27	.00
8-1312-431-00-123-348-0-339	JARDIN TERRACE SUBDIVISION-OTHER PROF SR	.00	5,201.09	.00	.00	5,201.09	.00
8-1312-431-00-123-348-0-733	JARDIN TERRACE SUBDIVISION-DRAINGE DITCH	.00	45,510.00	.00	.00	45,510.00	.00
8-1312-431-00-123-348-0-734	JARDIN TERRACE SUBDIVISION-SUBDIVSION ST	.00	103,589.38	.00	.00	103,589.38	.00
8-1312-431-00-123-348-0-899	JARDIN TERRACE SUBDIVISION-CONTINGENCY	.00	9,260.26	.00	.00	9,260.26	.00
348		**.00**	**185,510.00**	**.00**	**.00**	**185,510.00**	**.00**
380							
8-1312-431-00-123-380-0-312	LA HOMA GROVE ESTATES-INDIRECT COST	.00	4,712.63	.00	.00	4,712.63	.00
8-1312-431-00-123-380-0-334	LA HOMA GROVE ESTATES-ENG & ARCH SR	.00	13,714.72	.00	.00	13,714.72	.00
8-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER PROFESNL SRV	.00	4,363.77	.00	.00	4,363.77	.00
8-1312-431-00-123-380-0-733	LA HOMA GROVE ESTATES-DRAINGE DITCHES	.00	37,410.00	.00	.00	37,410.00	.00
8-1312-431-00-123-380-0-734	LA HOMA GROVE ESTATES-SUBDIVSION STREETS	.00	87,269.25	.00	.00	87,269.25	.00
8-1312-431-00-123-380-0-899	LA HOMA GROVE ESTATES-CONTINGENCY	.00	7,755.30	.00	.00	7,755.30	.00
380		**.00**	**155,225.67**	**.00**	**.00**	**155,225.67**	**.00**
397							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
397							
8-1312-431-00-123-397-0-312	LA SUENA SUBDIVISION-INDIRECT COST	.00	9,263.17	.00	.00	9,263.17	.00
8-1312-431-00-123-397-0-334	LA SUENA SUBDIVISION-ENG & ARCH SRV	.00	31,595.12	.00	.00	31,595.12	.00
8-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	.00	10,052.99	.00	.00	10,052.99	.00
8-1312-431-00-123-397-0-733	LA SUENA SUBDIVISION-DRAINGE DITCHES	.00	126,020.00	.00	.00	126,020.00	.00
8-1312-431-00-123-397-0-734	LA SUENA SUBDIVISION-SUBDIVSION STREETS	.00	161,208.41	.00	.00	161,208.41	.00
8-1312-431-00-123-397-0-899	LA SUENA SUBDIVISION-CONTINGENCY	.00	19,459.67	.00	.00	19,459.67	.00
397		**.00**	**357,599.36**	**.00**	**.00**	**357,599.36**	**.00**
470							
8-1312-431-00-123-470-1-312	MONICA ACRES-INDIRECT COST	.00	2,927.50	.00	.00	2,927.50	.00
8-1312-431-00-123-470-1-334	MONICA ACRES-ENG & ARCH SRV	.00	9,603.80	.00	.00	9,603.80	.00
8-1312-431-00-123-470-1-339	MONICA ACRES-OTHER PROFESSIONAL SRV	.00	3,055.75	.00	.00	3,055.75	.00
8-1312-431-00-123-470-1-733	MONICA ACRES-DRAINGE DITCHES	.00	35,510.00	.00	.00	35,510.00	.00
8-1312-431-00-123-470-1-734	MONICA ACRES-SUBDIVSION STREETS	.00	51,797.25	.00	.00	51,797.25	.00
8-1312-431-00-123-470-1-899	MONICA ACRES-CONTINGENCY	.00	5,803.23	.00	.00	5,803.23	.00
470		**.00**	**108,697.53**	**.00**	**.00**	**108,697.53**	**.00**
536							
8-1312-431-00-123-536-0-312	PALM LAKE ESTATES #1-INDIRECT COST	.00	19,861.65	.00	.00	19,861.65	.00
8-1312-431-00-123-536-0-334	PALM LAKE ESTATES #1-ENG & ARCH SRV	.00	79,205.50	.00	.00	79,205.50	.00
8-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	.00	25,201.75	.00	.00	25,201.75	.00
8-1312-431-00-123-536-0-733	PALM LAKE ESTATES #1-DRAINGE DITCHES	.00	202,072.00	.00	.00	202,072.00	.00
8-1312-431-00-123-536-0-734	PALM LAKE ESTATES #1-SUBDIVSION STREETS	.00	320,128.93	.00	.00	320,128.93	.00
8-1312-431-00-123-536-0-899	PALM LAKE ESTATES #1-CONTINGENCY	.00	52,143.35	.00	.00	52,143.35	.00
8-1312-431-00-123-536-1-733	PALM LAKE ESTS #1-DRAINGE DITCHES	.00	57,227.00	.00	.00	57,227.00	.00
8-1312-431-00-123-536-1-734	PALM LAKE ESTS #1-SUBDIVSION STREET	.00	140,622.00	.00	.00	140,622.00	.00
536		**.00**	**896,462.18**	**.00**	**.00**	**896,462.18**	**.00**
587							
8-1312-431-00-123-587-0-312	RAMIREZ SUBDIVISION-INDIRECT COST	.00	2,000.00	.00	.00	2,000.00	.00
8-1312-431-00-123-587-0-334	RAMIREZ SUBDIVISION-ENG & ARCH SRV	.00	6,724.97	.00	.00	6,724.97	.00
8-1312-431-00-123-587-0-339	RAMIREZ SUBDIVISION-OTHER PROFESSNL SRV	.00	2,139.77	.00	.00	2,139.77	.00
8-1312-431-00-123-587-0-733	RAMIREZ SUBDIVISION-DRAINGE DITCHES	.00	26,910.00	.00	.00	26,910.00	.00
8-1312-431-00-123-587-0-734	RAMIREZ SUBDIVISION-SUBDIVSION STREETS	.00	35,021.64	.00	.00	35,021.64	.00
8-1312-431-00-123-587-0-899	RAMIREZ SUBDIVISION-CONTINGENCY	.00	4,113.62	.00	.00	4,113.62	.00
587		**.00**	**76,910.00**	**.00**	**.00**	**76,910.00**	**.00**
588							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
588							
8-1312-431-00-123-588-0-312	RAMIREZ SUBDIVISION #2-INDIRECT COST	.00	2,000.00	.00	.00	2,000.00	.00
8-1312-431-00-123-588-0-334	RAMIREZ SUBDIVISION #2-ENG & ARCH SRV	.00	6,191.25	.00	.00	6,191.25	.00
8-1312-431-00-123-588-0-339	RAMIREZ SUBDIVISION #2-OTHER PROFSNL SRV	.00	1,969.95	.00	.00	1,969.95	.00
8-1312-431-00-123-588-0-733	RAMIREZ SUBDIVISION #2-DRAINGE DITCHES	.00	20,560.00	.00	.00	20,560.00	.00
8-1312-431-00-123-588-0-734	RAMIREZ SUBDIVISION #2-SUBDIVSION STREET	.00	36,210.39	.00	.00	36,210.39	.00
8-1312-431-00-123-588-0-899	RAMIREZ SUBDIVISION #2-CONTINGENCY	.00	3,628.41	.00	.00	3,628.41	.00
588		**.00**	**70,560.00**	**.00**	**.00**	**70,560.00**	**.00**
589							
8-1312-431-00-123-589-0-312	RAMIREZ SUBDIVISION #3-INDIRECT COST	.00	1,398.48	.00	.00	1,398.48	.00
8-1312-431-00-123-589-0-334	RAMIREZ SUBDIVISION #3-ENG & ARCH SRV	.00	5,842.10	.00	.00	5,842.10	.00
8-1312-431-00-123-589-0-339	RAMIREZ SUBDIVISION #3-OTHER PROFSNL SRV	.00	1,858.85	.00	.00	1,858.85	.00
8-1312-431-00-123-589-0-733	RAMIREZ SUBDIVISION #3-DRAINGE DITCHES	.00	31,160.00	.00	.00	31,160.00	.00
8-1312-431-00-123-589-0-734	RAMIREZ SUBDIVISION #3-SUBDIVSION STREET	.00	21,950.00	.00	.00	21,950.00	.00
8-1312-431-00-123-589-0-899	RAMIREZ SUBDIVISION #3-CONTINGENCY	.00	3,912.52	.00	.00	3,912.52	.00
589		**.00**	**66,121.95**	**.00**	**.00**	**66,121.95**	**.00**
591							
8-1312-431-00-123-591-0-312	RAMON LEAL SUBDIVISION-INDIRECT COST	.00	2,821.92	.00	.00	2,821.92	.00
8-1312-431-00-123-591-0-334	RAMON LEAL SUBDIVISION-ENG & ARCH SRV	.00	7,608.82	.00	.00	7,608.82	.00
8-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER PROFSNL SRV	.00	2,420.99	.00	.00	2,420.99	.00
8-1312-431-00-123-591-0-733	RAMON LEAL SUBDIVISION-DRAINGE DITCHES	.00	15,570.00	.00	.00	15,570.00	.00
8-1312-431-00-123-591-0-734	RAMON LEAL SUBDIVISION-SUBDIVSION STREET	.00	53,600.99	.00	.00	53,600.99	.00
8-1312-431-00-123-591-0-899	RAMON LEAL SUBDIVISION-CONTINGENCY	.00	4,095.18	.00	.00	4,095.18	.00
591		**.00**	**86,117.90**	**.00**	**.00**	**86,117.90**	**.00**
600							
8-1312-431-00-123-600-0-312	RANDOLPH BARNETT #1-INDIRECT COST	.00	2,400.00	.00	.00	2,400.00	.00
8-1312-431-00-123-600-0-334	RANDOLPH BARNETT #1-ENG & ARCH SRV	.00	7,893.61	.00	.00	7,893.61	.00
8-1312-431-00-123-600-0-339	RANDOLPH BARNETT #1-OTHER PROFSNL SRV	.00	2,511.60	.00	.00	2,511.60	.00
8-1312-431-00-123-600-0-733	RANDOLPH BARNETT #1-DRAINGE DITCHES	.00	30,610.00	.00	.00	30,610.00	.00
8-1312-431-00-123-600-0-734	RANDOLPH BARNETT #1-SUBDIVSION STREET	.00	42,418.78	.00	.00	42,418.78	.00
8-1312-431-00-123-600-0-899	RANDOLPH BARNETT #1-CONTINGENCY	.00	4,776.01	.00	.00	4,776.01	.00
600		**.00**	**90,610.00**	**.00**	**.00**	**90,610.00**	**.00**
606							
8-1312-431-00-123-606-0-312	REGAL ESTATES-INDIRECT COST	.00	4,800.00	.00	.00	4,800.00	.00
8-1312-431-00-123-606-0-334	REGAL ESTATES-ENG & ARCH SRV	.00	16,855.25	.00	.00	16,855.25	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
606							
8-1312-431-00-123-606-0-339	REGAL ESTATES-OTHER PROFSNL SRV	.00	5,363.03	.00	.00	5,363.03	.00
8-1312-431-00-123-606-0-733	REGAL ESTATES-DRAINGE DITCHES	.00	71,110.00	.00	.00	71,110.00	.00
8-1312-431-00-123-606-0-734	REGAL ESTATES-SUBDIVSION STREET	.00	82,458.77	.00	.00	82,458.77	.00
8-1312-431-00-123-606-0-899	REGAL ESTATES-CONTINGENCY	.00	10,522.95	.00	.00	10,522.95	.00
606		**.00**	**191,110.00**	**.00**	**.00**	**191,110.00**	**.00**
780							
8-1312-431-00-123-780-1-312	VEREDA TROPICAL-INDIRECT COST	.00	4,772.29	.00	.00	4,772.29	.00
8-1312-431-00-123-780-1-334	VEREDA TROPICAL-ENG & ARCH SRV	.00	12,808.35	.00	.00	12,808.35	.00
8-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	.00	4,075.38	.00	.00	4,075.38	.00
8-1312-431-00-123-780-1-733	VEREDA TROPICAL-DRAINGE DITCHES	.00	25,660.00	.00	.00	25,660.00	.00
8-1312-431-00-123-780-1-734	VEREDA TROPICAL-SUBDIVSION STREETS	.00	90,779.50	.00	.00	90,779.50	.00
8-1312-431-00-123-780-1-899	VEREDA TROPICAL-CONTINGENCY	.00	6,871.66	.00	.00	6,871.66	.00
780		**.00**	**144,967.18**	**.00**	**.00**	**144,967.18**	**.00**
274							
8-1312-431-00-124-274-0-312	FOSTER-INDIRECT COST	.00	3,800.00	.00	.00	3,800.00	.00
8-1312-431-00-124-274-0-334	FOSTER-ENGINEER & ARCHITECT SRV	.00	12,221.88	.00	.00	12,221.88	.00
8-1312-431-00-124-274-0-339	FOSTER-OTHER PROFESSIONAL SERVICES	.00	3,888.78	.00	.00	3,888.78	.00
8-1312-431-00-124-274-0-733	FOSTER-DRAINAGE DITCHES	.00	16,108.00	.00	.00	16,108.00	.00
8-1312-431-00-124-274-0-734	FOSTER-SUBDIVISION STREETS	.00	59,889.34	.00	.00	59,889.34	.00
8-1312-431-00-124-274-0-899	FOSTER-CONTINGENCY	.00	15,200.00	.00	.00	15,200.00	.00
274		**.00**	**111,108.00**	**.00**	**.00**	**111,108.00**	**.00**
300							
8-1312-431-00-124-300-0-312	HACIENDA DE LOS VEGAS-INDIRECT COST	.00	4,319.06	.00	.00	4,319.06	.00
8-1312-431-00-124-300-0-334	HACIENDA DE LOS VEGAS-ENG & ARCH SRV	.00	9,980.74	.00	.00	9,980.74	.00
8-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	.00	3,175.69	.00	.00	3,175.69	.00
8-1312-431-00-124-300-0-733	HACIENDA DE LOS VEGAS-DRAINAGE DITCHES	.00	4,534.00	.00	.00	4,534.00	.00
8-1312-431-00-124-300-0-734	HACIENDA DE LOS VEGAS-SUBDIVISION STREET	.00	86,200.00	.00	.00	86,200.00	.00
8-1312-431-00-124-300-0-899	HACIENDA DE LOS VEGAS-CONTINGENCY	.00	4,300.94	.00	.00	4,300.94	.00
300		**.00**	**112,510.43**	**.00**	**.00**	**112,510.43**	**.00**
329							
8-1312-431-00-124-329-0-312	HOEN DRIVE-INDIRECT COST	.00	14,068.03	.00	.00	14,068.03	.00
8-1312-431-00-124-329-0-334	HOEN DRIVE-ENG & ARCH SRV	.00	50,272.49	.00	.00	50,272.49	.00
8-1312-431-00-124-329-0-339	HOEN DRIVE-OTHER PROFESSIONAL SERVICES	.00	15,995.79	.00	.00	15,995.79	.00
8-1312-431-00-124-329-0-733	HOEN DRIVE-DRAINAGE DITCHES	.00	105,322.00	.00	.00	105,322.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
329							
8-1312-431-00-124-329-0-734	HOEN DRIVE-SUBDIVISION STREETS	.00	194,027.82	.00	.00	194,027.82	.00
8-1312-431-00-124-329-0-899	HOEN DRIVE-CONTINGENCY	.00	77,336.50	.00	.00	77,336.50	.00
329		**.00**	**457,022.63**	**.00**	**.00**	**457,022.63**	**.00**
401							
8-1312-431-00-124-401-0-312	LAKEVIEW-INDIRECT COST	.00	14,200.00	.00	.00	14,200.00	.00
8-1312-431-00-124-401-0-334	LAKEVIEW-ENG & ARCH SRV	.00	41,514.00	.00	.00	41,514.00	.00
8-1312-431-00-124-401-0-339	LAKEVIEW-OTHER PROFESSIONAL SERVICES	.00	13,209.00	.00	.00	13,209.00	.00
8-1312-431-00-124-401-0-733	LAKEVIEW-DRAINAGE DITCHES	.00	22,400.00	.00	.00	22,400.00	.00
8-1312-431-00-124-401-0-734	LAKEVIEW-SUBDIVISION STREETS	.00	264,777.00	.00	.00	264,777.00	.00
8-1312-431-00-124-401-0-899	LAKEVIEW-CONTINGENCY	.00	21,300.00	.00	.00	21,300.00	.00
401		**.00**	**377,400.00**	**.00**	**.00**	**377,400.00**	**.00**
406							
8-1312-431-00-124-406-0-312	LAS BRISAS-INDIRECT COST	.00	5,200.00	.00	.00	5,200.00	.00
8-1312-431-00-124-406-0-334	LAS BRISAS-ENG & ARCH SRV	.00	19,525.00	.00	.00	19,525.00	.00
8-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	.00	6,212.50	.00	.00	6,212.50	.00
8-1312-431-00-124-406-0-733	LAS BRISAS-DRAINAGE DITCHES	.00	47,500.00	.00	.00	47,500.00	.00
8-1312-431-00-124-406-0-734	LAS BRISAS-SUBDIVISION STREETS	.00	93,836.25	.00	.00	93,836.25	.00
8-1312-431-00-124-406-0-899	LAS BRISAS-CONTINGENCY	.00	5,226.25	.00	.00	5,226.25	.00
406		**.00**	**177,500.00**	**.00**	**.00**	**177,500.00**	**.00**
657							
8-1312-431-00-124-657-0-312	SEMINARY VILLAGE-INDIRECT COST	.00	5,400.00	.00	.00	5,400.00	.00
8-1312-431-00-124-657-0-334	SEMINARY VILLAGE-ENG & ARCH SRV	.00	18,854.00	.00	.00	18,854.00	.00
8-1312-431-00-124-657-0-339	SEMINARY VILLAGE-OTHER PROF SERVICES	.00	5,999.00	.00	.00	5,999.00	.00
8-1312-431-00-124-657-0-733	SEMINARY VILLAGE-DRAINAGE DITCHES	.00	36,400.00	.00	.00	36,400.00	.00
8-1312-431-00-124-657-0-734	SEMINARY VILLAGE-SUBDIVISION STREETS	.00	96,647.00	.00	.00	96,647.00	.00
8-1312-431-00-124-657-0-899	SEMINARY VILLAGE-CONTINGENCY	.00	8,100.00	.00	.00	8,100.00	.00
657		**.00**	**171,400.00**	**.00**	**.00**	**171,400.00**	**.00**
752							
8-1312-431-00-124-752-0-312	TRENTON TERRACE-INDIRECT COST	.00	5,400.00	.00	.00	5,400.00	.00
8-1312-431-00-124-752-0-334	TRENTON TERRACE-ENG & ARCH SRV	.00	30,342.40	.00	.00	30,342.40	.00
8-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	.00	9,654.40	.00	.00	9,654.40	.00
8-1312-431-00-124-752-0-733	TRENTON TERRACE-DRAINAGE DITCHES	.00	140,840.00	.00	.00	140,840.00	.00
8-1312-431-00-124-752-0-734	TRENTON TERRACE-SUBDIVISION STREETS	.00	81,503.20	.00	.00	81,503.20	.00
8-1312-431-00-124-752-0-899	TRENTON TERRACE-CONTINGENCY	.00	8,100.00	.00	.00	8,100.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
752							
752		**.00**	**275,840.00**	**.00**	**.00**	**275,840.00**	**.00**
844							
8-1312-431-00-124-844-0-312	COL ESPERANZA #1-INDIRECT COST	.00	3,424.22	.00	.00	3,424.22	.00
8-1312-431-00-124-844-0-334	COL ESPERANZA #1-ENG & ARCH SRV	.00	8,383.98	.00	.00	8,383.98	.00
8-1312-431-00-124-844-0-339	COL ESPERANZA #1-OTHER PROF SERVICES	.00	2,667.63	.00	.00	2,667.63	.00
8-1312-431-00-124-844-0-733	COL ESPERANZA #1-DRAINAGE DITCHES	.00	19,118.00	.00	.00	19,118.00	.00
8-1312-431-00-124-844-0-734	COL ESPERANZA #1-SUBDIVISION STREETS	.00	57,100.00	.00	.00	57,100.00	.00
8-1312-431-00-124-844-0-899	COL ESPERANZA #1-CONTINGENCY	.00	14,029.70	.00	.00	14,029.70	.00
844		**.00**	**104,723.53**	**.00**	**.00**	**104,723.53**	**.00**
882							
8-1312-431-00-124-882-0-312	LA FLOR EST-INDIRECT COST	.00	3,373.17	.00	.00	3,373.17	.00
8-1312-431-00-124-882-0-334	LA FLOR EST-ENG & ARCH SRV	.00	8,192.91	.00	.00	8,192.91	.00
8-1312-431-00-124-882-0-339	LA FLOR EST-OTHER PROFESSIONAL SERVICES	.00	2,606.84	.00	.00	2,606.84	.00
8-1312-431-00-124-882-0-733	LA FLOR EST-DRAINAGE DITCHES	.00	7,638.00	.00	.00	7,638.00	.00
8-1312-431-00-124-882-0-734	LA FLOR EST-SUBDIVISION STREETS	.00	66,845.00	.00	.00	66,845.00	.00
8-1312-431-00-124-882-0-899	LA FLOR EST-CONTINGENCY	.00	3,311.33	.00	.00	3,311.33	.00
882		**.00**	**91,967.25**	**.00**	**.00**	**91,967.25**	**.00**
883							
8-1312-431-00-124-883-0-312	LA FLOR GARDENS-INDIRECT COST	.00	3,373.17	.00	.00	3,373.17	.00
8-1312-431-00-124-883-0-334	LA FLOR GARDENS-ENG & ARCH SRV	.00	8,192.91	.00	.00	8,192.91	.00
8-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	.00	2,606.84	.00	.00	2,606.84	.00
8-1312-431-00-124-883-0-733	LA FLOR GARDENS-DRAINAGE DITCHES	.00	7,636.00	.00	.00	7,636.00	.00
8-1312-431-00-124-883-0-734	LA FLOR GARDENS-SUBDIVISION STREETS	.00	66,845.00	.00	.00	66,845.00	.00
8-1312-431-00-124-883-0-899	LA FLOR GARDENS-CONTINGENCY	.00	3,311.33	.00	.00	3,311.33	.00
883		**.00**	**91,965.25**	**.00**	**.00**	**91,965.25**	**.00**
886							
8-1312-431-00-124-886-0-312	LABORSITA-INDIRECT COST	.00	2,196.02	.00	.00	2,196.02	.00
8-1312-431-00-124-886-0-334	LABORSITA-ENG & ARCH SRV	.00	5,348.64	.00	.00	5,348.64	.00
8-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	.00	1,701.84	.00	.00	1,701.84	.00
8-1312-431-00-124-886-0-733	LABORSITA-DRAINAGE DITCHES	.00	5,124.00	.00	.00	5,124.00	.00
8-1312-431-00-124-886-0-734	LABORSITA-SUBDIVISION STREETS	.00	43,500.00	.00	.00	43,500.00	.00
8-1312-431-00-124-886-0-899	LABORSITA-CONTINGENCY	.00	2,153.98	.00	.00	2,153.98	.00
886		**.00**	**60,024.48**	**.00**	**.00**	**60,024.48**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**12,691,299.46**	**.00**	**.00**	**12,691,299.46**	**.00**

Account Number / Description	Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
8 YEAR	**.00**	**12,691,299.46**	**.00**	**.00**	**12,691,299.46**	**.00**

AI-11136 **17.A.**

Commuter Rail District Board Appointee
CC REGULAR

Date: 09/16/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #2

Information

CAPTION

Approval of appointment to the Commuter Rail District Board.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: HB 2510

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 03:44 PM	APRV
2	Dale Kennan	Dale Kennan	09/11/2008 03:54 PM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 04:14 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:52 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Angela Garcia Started On: 09/11/2008 02:07 PM

Final Approval Date: 09/12/2008

(6) "District property" means all property the district owns or leases under a long-term lease.

(7) "System" means all of the commuter rail and intermodal facilities leased or owned by or operated on behalf of a district.

Sec. 2. CREATION OF COMMUTER RAIL DISTRICT. (a) A commuter rail district may be created to provide commuter rail service to counties along the Texas-Mexico border.

(b) The commissioners court of a county may create a commuter rail district on adoption of an order favoring the creation.

Sec. 3. BOARD. (a) A district is governed by a board of directors. The board is responsible for the management, operation, and control of the district.

(b) The board is composed of five members. The county judge appoints one member and each county commissioner appoints one member. Each member serves a term of four years. The board may provide for the staggering of the terms of its members.

(c) The members of the board shall elect one member as presiding officer. The presiding officer may select another member to preside in the absence of the presiding officer.

(d) The presiding officer shall call at least one meeting of

AI-11077 **18.A.5.**

Administer and Supervise Alcohol Breath Test/Intoxilizer Services
CC REGULAR

Date: 09/16/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

---

Information

CAPTION

Pursuant to contract #C-06-390-12-08- with Mary Ann R. Peralez (approved by CC in 1998) for the provision of : "Technical Supervisor For Alcohol Breath Test Program", presentation for discussion, consideration, and action in connection with Hidalgo County's options, including, but not limited to, the following:

A) review and action (if applicable) on vendor's correspondense requesting an increase in yearly fee with notification of necessity to replace intoxilizer equipment at several locations throughout the County (including County Jail);

B) action on County's position to continue to provide intoxilizer equipment and related breath test services at numerous locations (local law enforcement jurisdictions-i.e. PDs and/or DPS) in order to permit the use of the equipment by DPS and/or PDs for the purpose of gathering evidence in connection with DWIs;

C) action as to the entering into interlocal agreements with local jurisdictions and/or DPS for the placement of county-owned intoxilizer equipment and use of said equipment;

D) pursuant to Article III-of current contract, action to permit Hidalgo County to exercise and send notice of termination to Mary Ann R. Peralez to Administer and Supervise Alcohol Breath Test/Intoxilizer Services;

E) authority to advertise/publish a Request for Proposals packet i.e. specifications, requirments, terms, conditions, and draft contract document (approved as to form by legal counsel) for: RFP-Technical Supervisor For Alcohol Breath Test Services Program".

BACKGROUND

Notes: 1) Present contract does not impose compliance with County's insurance requirements;

2) Vendor is now proposing/requesting an increase on yearly contract amount from $30,000.00 to $50,000.00;

3) Vendor currently services intoxilizer equipment at the County's Adult Detention Facility (County Jail);

4) Current equipments is located at:
   a) Hidalgo Count Jail;
   b) Palm View Police Dept.;
   c) San Juan Police Dept.'
   d) Weslaco Police Dept.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-115-011-0-350

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

BUDGETARY IMPACT:

Amount available for PO #598142 is $12,500.00 for Breath Test Services as of 9-12-08. In such event that the new fees are increased as requested by current vendor, PO would need to be increased and funds would need to be in place, pending CC approval of this item.

Any additional expenses for new equipment would need to be identified through the budget office. As per enclosed backup from vendor and scientific director, equipment needs to be replaced by 2010.

Attachments

Link: C-06-390-12-08 MARY ANN R. PERALEZ CONTRACT

Link: MINUTES OF APPROVAL OF EXEMPTION AND CONTRACT

Link: MARY ANN R. PERALEZ REQUEST

Link: JACK COWAN (SCIENTIFIC DIRECTOR) TX. DEPT. OF PUBLIC SAFETY

Link: EXHIBIT "A" DRAFT REQUIREMENTS

Link: EXHIBIT "B" DRAFT EVALUATION

Link: DRAFT CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 04:41 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:52 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2008 08:24 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Vangie Garcia Started On: 09/10/2008 01:15 PM

Final Approval Date: 09/12/2008

STATE OF TEXAS

COUNTY OF HIDALGO

Contract Between

County of Hidalgo

and

Mary Ann Ramirez

C-06-390-12-08

This agreement is entered into and between the County of Hidalgo, hereinafter called "GOVERNMENTAL AGENCY" and Mary Ann Ramirez, an independent contractor, hereinafter called "CONTRACTOR" to serve as the Technical Supervisor for GOVERNMENTAL AGENCY'S Alcohol Breath Test Program.

I.

DUTIES AND RESPONSIBILITIES

GOVERNMENTAL AGENCY hereby engages CONTRACTOR and CONTRACTOR agrees to serve as the Technical Supervisor for GOVERNMENTAL AGENCY'S Alcohol Breath Test Program (Intoxilyzer 5000). In carrying out this task, CONTRACTOR will assume all responsibilities and duties as have been promulgated for this position by the Texas Department of Public Safety, pursuant to Article 6701L-5 Vernon's Civil Statutes, and all rules of the Texas Department of Public Safety in force on January 1, 1999.

II.

TERM

This contract is for a period of one year, beginning January 1, 1999. This contract shall be automatically renewed each

January 1, for an additional one year period unless and until terminated as provided in III below.

III.

NOTICE

Notice of termination must be given in writing by the party desiring to terminate this contract to the other party ninety (90) days prior to the end of the contract year. Provided, however that if GOVERNMENTAL AGENCY has not been able to retain a qualified replacement to serve as Technical Supervisor by the January 1st termination date, GOVERNMENTAL AGENCY shall have the option to require CONTRACTOR to continue her work hereunder for an additional three (3) months after any January 1st termination date.

IV.

OBLIGATION OF GOVERNMENTAL AGENCY

In return for the services of the CONTRACTOR whose duties are set out in Paragraph I, the GOVERNMENTAL AGENCY shall compensate CONTRACTOR in the following manner:

(1) GOVERNMENTAL AGENCY shall pay to CONTRACTOR Thirty thousand dollars ($30,000.00) per year in return for the duties performable pursuant to this contract.

(2) Compensation shall be paid in twelve payments of Two Thousand five hundred dollars ($2,500.00) with each such payment to be made on the first day of the month.

(3) A late fee of Five Percent (5%) will be accessed on any account in which payment is not received within 30 days of the due date.

V.

REPLACEMENT PARTS

CONTRACTOR shall be responsible for supplying repair parts at no cost to the GOVERNMENTAL AGENCY where repair is necessitated by routine wear and tear. Where repair is necessitated by abuse by employees of the GOVERNMENTAL AGENCY, the GOVERNMENTAL AGENCY will be responsible for costs associated therewith.

VI.

LIABILITY

GOVERNMENTAL AGENCY and CONTRACTOR agree that CONTRACTOR is an independent contractor and not an employee of the GOVERNMENTAL AGENCY and GOVERNMENTAL AGENCY disclaims liability for any acts of CONTRACTOR.

VII.

CONFLICT IN DEMAND FOR SERVICES

It is understood the CONTRACTOR will be offering services to other governmental agencies similar to those being offered pursuant to this contract and that this may lead to a conflict with regard to demands for her services. It is therefore understood that where there is such a conflict the first party to request service shall receive services first. An exception to the above stated rule would occur where a subpoena is served upon

the CONTRACTOR. When a subpoena is served, it will take priority over all other responsibilities and a subpoena first in time will take priority over all later subpoenas except that a subpoena in a felony case will take priority over a prior subpoena in a misdemeanor case.

VIII.

CAPTIONS

The captions contained in this Contract are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this contract.

INWITNESS OF WHICH this Agreement has been executed on this 01th day of December, 1998, at the _____ Hidalgo County, Texas.

GOVERNMENTAL AGENCY

By: Renato Cuellar

Title: _____

CONTRACTOR:

By: Mary Ann Ramirez

Mary Ann Ramirez

ATTEST:

José E. Pulido

Jose Eloy Pulido, County Clerk

15/A/1

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to authorize the exemption from competitive bidding requirements under professional services/alcohol Breath Test Program for Mary Ann Ramirez.

MOTION CARRIED.
(See Exhibit U)

15/A/2

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve a contract with Mary Ann Ramirez for the Alcohol Breath Test Program.

MOTION CARRIED.
(See Exhibit U)

15/A/3

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to rescind the action taken by Commissioners' Court on July 28, 1998 to award the bid for "Plumbing Services" to H2O Waste Mechanical Contractors, the sole bidder due to noncompliance of insurance requirements.

MOTION CARRIED.
(See Exhibit U)

15/A/4

A motion was made by Commissioner Rosel seconded by Commissioner Garces to authorize the re-advertising for bids for "Plumbing Service and Repair" for Hidalgo County.

MOTION CARRIED.
(See Exhibit U)

15/A/5

A motion was made by Commissioner Garces and seconded by Commissioner Rosel to award the proposal response received for "Occupancy to Non-Profit" to the Boys and Girls Clubs of Edinburg for the building located in San Carlos, Texas.

MOTION CARRIED.
(See Exhibit U)

After some discussion, a motion was made by Commissioner Garces and seconded by Commissioner Arcaute to authorize a 5% performance award for all OET employees.
MOTION CARRIED.
(See Exhibit T)

14/B

A motion was made by Commissioner Garces and seconded by Commissioner Rosel to nominate David "Gus" Kennedy to the Private Industry Council.

MOTION CARRIED.
(See Exhibit T)

ITEM 15. PURCHASING DEPARTMENT

A. HIDALGO COUNTY
1. Requesting exemption from competitive bidding requirements for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez
2. Requesting approval of contract for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez
3. Requesting authority to rescind the Plumbing Service and Repair bid awarded to H2O Waste Mechanical Contractors (sole bidder) under the "Air Conditioning, Electrical and Plumbing Services" for Hidalgo County RFB on July 28, 1998 due to noncompliance of insurance requirements
4. Requesting authority to re-advertise and approval of specifications as attached hereto for "Plumbing Service and Repair – Hidalgo County"
5. Recommending acceptance and award of proposal response received for "Occupancy to Non-Profit" for building located in San Carlos, Texas
6. Requesting approval of lease agreement for "Occupancy to Non-Profit" in San Carlos, Texas with Boys and Girls Clubs of Edinburg

B. HIDALGO COUNTY PRECINCT NO. 1
1. Requesting exemption from competitive bidding requirements for Professional Services/Engineering Services
2. Requesting approval of a contract for Professional Service/Engineering Services with Rodriguez Engineering
3. Requesting exemption from competitive bidding requirements for lease for "Transfer Station for Solid Waste" in Precinct No. 1
4. Requesting approval of lease for "Transfer Station for Solid Waste"

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

Date: December 2, 1998 Meeting Date Request: December 7, 1998
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Hidalgo County Purchasing Dept., for
Department: Hidalgo County Phone: (956) 318-2626 Fax: (956) 318-2629

Martha L. Salazar, Hidalgo County Purchasing Agent Martha L Salazar

Caption:

I. Requesting exemption from competitive bidding requirements for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez.

II. Requesting approval of contract for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez.

Background:

C-98-162-12-07
Proposed Contract forwarded for review as to form and substance to legal.
Contract amount not to exceed $30,000.00 per year.

Please initial for approval:

n/a County Judge ADH Commissioner Pct. 1 Dept./Fund No_____Account Code_____
n/a County Attorney _____Commissioner Pct. 2 Amt. Expended: $_____Impact on Future Budget:
✓ Budget _____Commissioner Pct. 3 Funds/Staffing Budgeted: Yes: X Yes:_____
n/a Personnel _____Commissioner Pct. 4 No:_____ No:_____
mlc Purchasing

Comments:

Action taken by Commissioner's Court:

Term of contract is for a period of one (1) year.

Approved_____ Tabled_____ Denied_____ Motion made by _____ Seconded _____ Vote_____

STATE OF TEXAS

COUNTY OF HIDALGO

Contract Between

County of Hidalgo

and

Mary Ann Ramirez

This agreement is entered into and between the County of Hidalgo, hereinafter called "GOVERNMENTAL AGENCY" and Mary Ann Ramirez, an independent contractor, hereinafter called "CONTRACTOR" to serve as the Technical Supervisor for GOVERNMENTAL AGENCY'S Alcohol Breath Test Program.

I.

DUTIES AND RESPONSIBILITIES

GOVERNMENTAL AGENCY hereby engages CONTRACTOR and CONTRACTOR agrees to serve as the Technical Supervisor for GOVERNMENTAL AGENCY'S Alcohol Breath Test Program (Intoxilyzer 5000). In carrying out this task, CONTRACTOR will assume all responsibilities and duties as have been promulgated for this position by the Texas Department of Public Safety, pursuant to Article 6701L-5 Vernon's Civil Statutes, and all rules of the Texas Department of Public Safety in force on January 1, 1999.

II.

TERM

This contract is for a period of one year, beginning January 1, 1999. This contract shall be automatically renewed each

January 1, for an additional one year period unless and until terminated as provided in III below.

III.

NOTICE

Notice of termination must be given in writing by the party desiring to terminate this contract to the other party ninety (90) days prior to the end of the contract year. Provided, however that if GOVERNMENTAL AGENCY has not been able to retain a qualified replacement to serve as Technical Supervisor by the January 1st termination date, GOVERNMENTAL AGENCY shall have the option to require CONTRACTOR to continue her work hereunder for an additional three (3) months after any January 1st termination date.

IV.

OBLIGATION OF GOVERNMENTAL AGENCY

In return for the services of the CONTRACTOR whose duties are set out in Paragraph I, the GOVERNMENTAL AGENCY shall compensate CONTRACTOR in the following manner:

(1) GOVERNMENTAL AGENCY shall pay to CONTRACTOR Thirty thousand dollars ($30,000.00) per year in return for the duties performable pursuant to this contract.

(2) Compensation shall be paid in twelve payments of Two Thousand five hundred dollars ($2,500.00) with each such payment to be made on the first day of the month.

(3) A late fee of Five Percent (5%) will be accessed on any account in which payment is not received within 30 days of the due date.

V.

REPLACEMENT PARTS

CONTRACTOR shall be responsible for supplying repair parts at no cost to the GOVERNMENTAL AGENCY where repair is necessitated by routine wear and tear. Where repair is necessitated by abuse by employees of the GOVERNMENTAL AGENCY, the GOVERNMENTAL AGENCY will be responsible for costs associated therewith.

VI.

LIABILITY

GOVERNMENTAL AGENCY and CONTRACTOR agree that CONTRACTOR is an independent contractor and not an employee of the GOVERNMENTAL AGENCY and GOVERNMENTAL AGENCY disclaims liability for any acts of CONTRACTOR.

VII.

CONFLICT IN DEMAND FOR SERVICES

It is understood the CONTRACTOR will be offering services to other governmental agencies similar to those being offered pursuant to this contract and that this may lead to a conflict with regard to demands for her services. It is therefore understood that where there is such a conflict the first party to request service shall receive services first. An exception to the above stated rule would occur where a subpoena is served upon

the CONTRACTOR. When a subpoena is served, it will take priority over all other responsibilities and a subpoena first in time will take priority over all later subpoenas except that a subpoena in a felony case will take priority over a prior subpoena in a misdemeanor case.

VIII.

CAPTIONS

The captions contained in this Contract are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this contract.

INWITNESS OF WHICH this Agreement has been executed on this _____day of _____, 19___, at the _____ Hidalgo County, Texas.

GOVERNMENTAL AGENCY

By:_____

Title:_____

CONTRACTOR:

By: Mary Ann Ramirez

Mary Ann Ramirez

Breath Test Services
4309 N. 10th St. Ste F4
McAllen, Texas 78504
Phone: (956) 618-1198

Hidalgo County Judge J.D. Salinas
County Judge Office
100 East Cano Street-2nd Floor
Edinburg, Texas 78539

FEB 01 2008

Dear Judge Salinas,

For over 20 years Breath Test Services has taken care of the alcohol breath testing program for Hidalgo County, as well as for the rest of the Rio Grande Valley. My services include program certification, repair and maintenance of the instrument, court testimony, operator recertification and training. Although I am a private business, my services are provided on behalf and under the direction of the state scientific director. I am the only business in the Rio Grande Valley meeting stringent state requirements and recognized by the state to provide these services. Recently, the scientific director, Mack Cowan, issued a letter requiring the replacement of older breath testing equipment. Currently, Hidalgo County has four Intoxilyzer 5000-68 instruments that will need to be replaced. These instruments are at the following locations: 1) at the Sheriff's office in Edinburg, 2) San Juan PD, 3) Palmview PD, and 4) Weslaco PD. These instruments will need to be replaced by the county by January 2010. My suggestion would be for the county to purchase two new instruments in 2008 and three in 2009. The instrument replacements would also include four simulators. Each instrument has one attached simulator and function as a set. I can provide county purchasing agents with vendor and purchasing information for these instruments and simulators.

Furthermore, my services contract with the county has remained unchanged for the past 10 years. I can no longer afford to continue providing these services to the county at rates set 10 years ago. Enclosed you will find an updated contract with my new service rates for your review. My new service rates are effective April 1, 2008. Please forward my office a signed copy of the contract upon acceptance. I am also enclosing a copy the letter from the scientific director. I look forward to hearing from your office.

Cordially,

Mary Ann Peralez
Breath Test Services

TEXAS DEPARTMENT OF PUBLIC SAFETY

Breath Alcohol Testing Bureau

5805 N LAMAR BLVD PO BOX 4087 MSC 0570 AUSTIN TX 78773

512.424.5202

Email: mack.cowan@txdps.state.tx.us

http://www.txdps.state.tx.us/

THOMAS A. DAVIS, JR.
DIRECTOR

DAVID MCEATHRON
ASST. DIRECTOR

COMMISSION
ERNEST ANGELO, JR.
CHAIRMAN

ALLAN B. POLUNSKY
COMMISSIONER

11/28/07

Dear Technical Supervisors,

No Intoxilyzer 5000-68 should be used for evidential breath alcohol testing after January 2010. Unless another instrument is approved, the only evidential breath alcohol testing instrument that should be used for evidential breath alcohol testing after January 2010 is the Intoxilyzer 5000-68 EN.

The Intoxilyzer 5000-68s are being removed from service because some of its electronic components are no longer in production; however, we currently have enough components on-hand to maintain the instruments through January 2010. Additionally, the instrument's programmable memory is full; if a breath alcohol testing program change or appeals court decision requires an instrument software change, the Intoxilyzer 5000-68s will not be able to accommodate the change.

Sincerely,

J. Mack Cowan

J. Mack Cowan
Scientific Director,
Texas Breath Alcohol Testing Program

EXHIBIT B

EVALUATION CRITERIA

REQUEST FOR PROPOSAL

"CERTIFIED TECHNICAL SUPERVISOR TO ADMINISTER AND SUPERVISE ALCOHOL BREATH TEST"

DRAFT

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Certified Technical Supervisor" for Hidalgo County.

1. **Proposal price for services**: **(35 Points)**
   - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

2. **Experience/Qualifications: (30 Points)**
   Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's
   previous experiences with the services being requested.

3. **Proposer's Responsiveness to the RFP: (20 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services.
   - Acceptance of the RFP and Draft Contract Document Requirements.
   - Applicable certificates, licenses, permits etc. included in response.
   - All RFP Forms completed.

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4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (15 Points)**
The **"Technical Supervisor"** should provide as much background information as to it's experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

DRAFT

HIDALGO COUNTY-RFP EVALUATION FORM
"CERTIFIED TECHNICAL SUPERVISOR TO ADMINISTER AND SUPERVISE ALCOHOL BREATH TEST"

Selection Criteria	Points	Score
1. **Proposal price for services**: In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.	**35 Points**	_____

Comments/Rationale For Points:_____

_____

_____

2. **Experience/Qualifications:** Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.	**30 Points**	_____

Comments/Rationale For Points:_____

_____

_____

3. **Proposer's Responsiveness to the RFP:**

Requested information included and thoroughness of response.

- Understanding and acceptance of the scope of services.
- Acceptance of the RFP and Draft Contract Document Requirements.
- Applicable certificates, licenses, permits etc. included in response.
- All RFP Forms completed.

20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**

The **"Certified Technical Supervisor"** should provide as much background information as to it's experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

15 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

DRAFT

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-

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 proposals for **ACertified Technical Supervisor"** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**. 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

DRAFT

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

3. This Contract shall be for a period of one (1) year (Aon an as needed basis@), with the County=s at its sole option to renew/extend for an additional two (2), one year options based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable

DRAFT

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**

DRAFT

Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, **2008.**

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____ Date:_____
Arturo Guajardo, Jr., County Clerk

DRAFT

Company:_____

By:_____

Printed Name:_____

_____

Title:_____

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

By:_____ Date:_____

DRAFT

EXHIBIT AA@
SPECIFICATIONS

DRAFT

EXHIBIT AB@
VENDOR=S PROPOSAL

DRAFT

EXHIBIT AC@
INSURANCE REQUIREMENTS

AI-11103 **18.A.6.**

Renovations to Administration Building at 100 E. Cano -Authority to engage a firm for Various Assessments requested by project Architect (08-131)

CC REGULAR

Date: 09/16/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to current AIA contract (page 5, paragraph 1.3.3) between Hdialgo County and AGADC in connection with Renovations to Administration Building at 100 E. Cano-Edinburg, Texas, presentation for discussion, consideration and approval for architect to engage professional consulting engineering firm to conduct the following listed and required assessments:

A. H-VAC System
B. Asbestos
C. Structural

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in req #139031 $203,900.00 for Alcocer Garcia Associates as of 9-12-08.

Available account balance as of 9-12-08 $2,796,100.00.

Attachments

Link: AGADC Requests

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:35 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:46 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2008 09:02 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Moises Salazar

Started On: 09/10/2008 04:19 PM

Final Approval Date: 09/12/2008

AGADC
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

September 10, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

Project: Hidalgo County Old Administration Building Remodeling

Dear Mrs Salazar,

The air-conditioning systems at the building will need to be assessed for the reasons we previously reported. Also, the 2nd and 3rd floors will have to be evaluated for support strength at those areas where the new space-saver files will be installed.

We propose to engage a consulting firm to provide the above assessment and testing. We would provide these services under the Change In Services clause (para. 1.3.3, p. 5) of the A/E contract.

Please advise on the above as soon as possible. Thank you.

George A. Garcia,
Project Architect

AGAD 1333 E Jasmine Ave. • McAllen, Texas, 78501 • 956-618-2007 / Fax 956-618-2008

AGADC
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

September 9, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, TX 78539

VIA FAX NO. 318-2629

Project: Hidalgo County Old Administration Building Remodeling

Dear Mrs Salazar,

MEP Solutions, Inc., our MEP engineer has inspected the existing air-conditioning installations that serve the 3rd floor. They have notified us that the existing system should be tested and evaluated. The items the engineer observed include the age and condition of of air-handling equipment, deterioration of the chill water pipe connections, inefficient controls, water build-up in some of the ductwork and the apparent failure of the air volume control boxes located along the ducts. The rooftop chiller units appear to be in good condition, however, they are not working in conjunction with one another, therefore, they are at low efficiency in operation.

The conditions described may also apply to conditions at the other floors in the building. Since this is a major consideration in the remodeling of the building, we recommend that a Building Conditions Assessment be made of the air-conditioning systems. Once we have the assessment report, the engineer can determine the scope of the work required.

Please call me if we can provide any further information at this time.

George A. Garcia,
Project Architect

AGADC
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

September 11, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

Project: Hidalgo County Old Administration Building Remodeling

Dear Ms Salazar,

As we discussed yesterday, to comply with the current Law (copy attached), the areas of the building we are working on will need to be inspected for asbestos-containing materials.

We will obtain a cost proposal for the asbestos survey/report for your consideration.

George A. Garcia,
Project Architect

RECEIVED
SEP 11 2008
CDL 9:57 AM

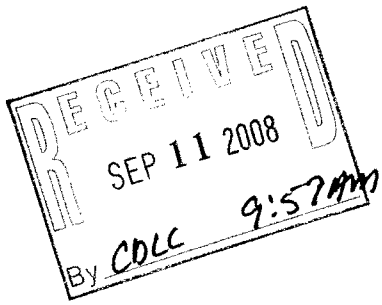
ASBESTOS SURVEY
TEXAS DEPARTMENT OF HEALTH

On May 3, 2001, Governor Rick Perry signed Senate Bill 509, which requires municipalities to verify that an asbestos survey has been conducted prior to issuing renovation or demolition permits for public or commercial buildings. The survey determines the presence of asbestos and will alert the building owner about whether various asbestos laws apply. The permit applicant must provide evidence of the survey acceptable to the municipality.

This law goes into effect on September 1, 2001, and affects renovation and demolition permits for public or commercial buildings issued by municipalities on or after January 1, 2002.

The Texas Department of Health, Asbestos Programs Branch, would like to work with your municipality on the implementation of this law by providing outreach information and guidance for the verification of survey information. Attached is a list of Frequently Asked Questions concerning this law as it permits to municipalities.

Please contact the Asbestos Programs Branch's Outreach/Information Section at either 1-800-572-5548 or 512-834-6610 or the Asbestos Program at the nearest Texas Department of Health regional office for assistance with implementing this new law. A copy of Senate Bill 509 can be downloaded at www.tdh.state.tx.us/beh/asbestos.



AI-11166 **18.A.7.**

Authority to Purchase - CCL#1
CC REGULAR

Date: 09/16/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Due to water damages sustained in March, requesting authority to purchase through the County's membership/participation with TASB Buyboard awarded vendor Collins & Aikman Floor Coverings contract#241-06 through local representative Diaz Floors and Interiors for the provision of all materials, accessories and labor to remove and install new flooring in an amount not to exceed $27,093.50 for County Courts at Law #s 1 & 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As B & G, Budget Office will make necessary transfers to fully fund project.

Attachments

Link: Floor CCL#1&2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/12/2008 05:35 PM	APRV
2	Budget & Management		09/12/2008 05:37 PM	NEW

Form Started By: Marty Salazar Started On: 09/12/2008 04:54 PM

Final Approval Date: 09/12/2008

RODOLFO "RUDY" GONZALEZ

JUDGE, COUNTY COURT AT LAW NO. 1
HIDALGO COUNTY COURTHOUSE
100 N. Closner, 3rd Floor
EDINBURG, TEXAS 78539
(956) 318-2375

Toni Garcia
COURT COORDINATOR
Dora A. Gutierrez
ASST. COURT COORD / INTERPRETER
Cindi Cavazos, CSR
OFFICIAL COURT REPORTER
Fred L. Horner
COURT BAILIFF

September 4, 2008

VIA FAX: (956) 318-2648

Mr. Daniel Flores
Mr. Javier Carreon
Buildings & Grounds
Edinburg, TX 78539

RE: Damage to Court One's Floors

Dear Mr. Flores & Mr. Carreon:

Due to the latest water damage which occurred on the third floor in the Courthouse, our court (County Court at Law No. One) sustained damage to its floors. For this reason, I am requesting consideration for removal of the damaged floors and replacement with ceramic tile at your earliest convenience.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Rodolfo "Rudy" Gonzalez

xc: Marty Salazar (VIA FAX: 318-2629)
Balde Guerra (VIA FAX: 292-7035)

RODOLFO "RUDY" GONZALEZ

JUDGE, COUNTY COURT AT LAW NO. 1
HIDALGO COUNTY COURTHOUSE
100 N. Closner, 3rd Floor
EDINBURG, TEXAS 78539
(956) 318-2375

Toni Garcia
COURT COORDINATOR
Dora A. Gutierrez
ASST. COURT COORD / INTERPRETER
Cindi Cavazos, CSR
OFFICIAL COURT REPORTER
Fred L. Horner
COURT BAILIFF

September 12, 2008

VIA FACSIMILE: (956) 318-2648

Mr. Daniel Flores
Mr. Javier Carreon
Buildings & Grounds
Edinburg, TX 78539

Dear Mr. Flores & Mr. Carreon:

In addition to correspondence dated September 4, 2008 which was faxed to you, Marty Salazar & Balde Guerra on said date, this will serve to confirm the following:

Pursuant to our fax of March, 2008 (remodeling of office), we are also requesting the carpet in the courtroom be replaced as well as repainting the court offices and courtroom due to wear and tear.

Finally, we are also requesting that the courtroom chairs be re-upholstered and re-varnished due to wear and tear.

Should you have any questions with regard to this matter, please do not hesitate to contact our office.

Sincerely,

Rodolfo "Rudy" Gonzalez

xc: Marty Salazar (VIA FAX: 318-2629)
Balde Guerra (VIA FAX: 292-7035)

Selling and Installing

DIAZ
Floors & Interiors

Quality Materials

Phone 956-787-0056
diazfloor8586@sbcglobal.net

1205 W. POLK
PHARR, TEXAS 78577

Fax 956-781-7917

September 12, 2008

Ref: Hildalgo County Court Rooms
- Judge Rudy Gonzales & Judge Palacios

Our proposal is as follows under the Collins & Aikman Floorcoverings BuyBoard contract # 241-06 for flooring material and installation:

Carpet Material

Aftermath / color: Tapersty 6' roll	100sy @	$25.00sy	=	$2,500.00
Labor to install carpet	100sy @	$ 4.89sy	=	489.00
Removal & Disposal	100sy @	$ 3.00sy	=	300.00

Open Market

Heavy Floor prep	100sy @	$ 3.00sy	=	$ 300.00
Uphostery / contact cement	1 @	500.00	=	500.00
6" cove base	960lf @	2.25lf	=	2,160.00
Paint	3,328sf@	2.40sf	=	8,000.00
Ceramic: Piazza San Marcos 18x18	1,638sf@	7.75sf	=	12,694.50
Trip charge	100sy @	1.50sy	=	150.00

COMPLETE TOTAL **$27,093.50**

Thank you for the opportunity of doing business with Hidalgo County. If you have any questions, please do not hesitate to give us a call.

Respectfully,
Andres Diaz
Diaz Floors & Interiors

SELLING AND INSTALLING QUALITY MATERIALS—CARPET, TILE, VCT, HARDWOOD FLOORS, COVEBASE, ADHESIVE, HORAIZONTAL AND MINI-BLINDS—***ESTIMATES FREE***

FAMILY OWNED --IN THE FLOORING BUSINESS FOR OVER FORTY YEARS

AI-11076 **18.B.1.**

Pct. 1 Citizens Collection Station Site
CC REGULAR

Date: 09/16/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting authority to re-advertise a request for bids for: Citizens Collection Station Site for Monte Alto in as much as "no bids" were received.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-121-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 9-10-08 $500.00.

Attachments

Link: Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2008 01:57 PM	APRV
2	Budget & Management	Veronica Lopez	09/10/2008 02:26 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/10/2008 02:47 PM	APRV
4	Auditor's Office	Becky Morales	09/12/2008 04:15 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:16 PM	APRV

Form Started By: Gricelda Villarreal Started On: 09/10/2008 01:05 PM

Final Approval Date: 09/12/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 1

BID OPENING DATE: September 10, 2008 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB- Citizens Collection Site in Monte Alto for Precinct No. 1

BID NO: 2008-059-09-10CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

No Response
No Bids were Received -

EXHIBIT "A"

REQUEST FOR BIDS
"Citizens Collection Station in Monte Alto- Pct. 1"
BID NO.: 2008-000-00-00CGV

SPECIFICATIONS

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 its entirety and double check your bid for accuracy. All applicable forms contained 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;

- 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 your bid package.

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

SCOPE OF SERVICES

1. Property must be located in Precinct No. 1 the vicinity of Monte Alto, Texas.
   - Property site must be at least 150 feet wide(front) by 75 feet length (dept);
   - Must have paved frontage access;
   - Area must be fenced;
   - Must have utilities of electricity and water;

2. Lease must be on a monthly basis;

3. Must submit copy of property insurance;

4. Must provide legal description of the property along with your bid packet;

5. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;

6. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

draft

TERMS AND CONDITIONS:

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

- The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County;

- 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;

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

Additional information:

- **SEALED BIDS** will be accepted until **9:30 a.m. on Wednesday, _____, 2008** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED.

- 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, proposal, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. 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 participants via facsimile by no later than, 5:00 P.M., Friday, _____, 2008.

draft

AI-11097 **18.B.2.**

SOQ - PCT NO 1 ENGINEER SVCS
CC REGULAR

Date: 09/16/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 Mi 16N Between FM 1015 & Mi 4W;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Hidalgo County Precinct No 1 Mi 16N Between FM 1015 & Mi 4W;
1st._____; 2nd._____;
3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for the Subdivided of land for Hidalgo County Precinct No 1 Mi 16N Between FM 1015 & Mi 4W.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 9-12-08 $382,811.37.

Attachments

Link: GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:28 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2008 10:14 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Laura Moya — Started On: 09/10/2008 03:59 PM

Final Approval Date: 09/12/2008

HIDALGO COUNTY Precinct No 1

FOR

MI 16 N Between FM 1015 & Mi 4 W

GRID

Engineer Firms

	Rodriguez Engineering	Quintanilla Headley & Associates	Javier Hinojosa Engineering
Evaluator No 1	**95**	**93**	**90**
Total Scores			
RANKING by Commissioner's Court			

AI-11153 **18.C.1.**

Approval-Negotiated-On Call Engineering Services Agreement & WA#1-R. Gutierrez Engineering for Pct 2

CC REGULAR

Date: 09/16/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Presentation for discussion, consideration and approval to execute a "On Call" professional engineering services contract with R. Gutierrez Engineering Corporation for, "Various Projects" for Precinct No. 2 as approved for negotiations on CC 09/02/08;
B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 (9,600.00) for a "Phase 1 Environmental Site Assessment, and a Topographic & Boundary Survey in a 15-acre tract land located on Hall Acres Rd," with R. Gutierrez Engineering Corporation to provide engineer services to Hidalgo County Precinct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 9-12-08 $1,250,000.00.

Attachments

Link: Contract
Link: WA#1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/12/2008 01:35 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 01:52 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2008 03:44 PM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Rocio Villarreal — Started On: 09/12/2008 11:33 AM

Final Approval Date: 09/12/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-381-09-16

THIS AGREEMENT is made, entered into and executed as of the **16th** day of **September, 2008** by and between the **COUNTY OF HIDALGO,** acting herein by and through the Hidalgo County Commissioners Court, hereinafter called the "Owner" and **R. Gutierrez Engineering Corporation, a Texas Corporation,** professional engineers, of Pharr, Texas, hereinafter called the "Engineer".

WHEREAS, the Engineer desires to provide engineering services to Hidalgo County Precinct No. 2 to develop various road and bridge, right of way, sanitation, parks projects and environmental assessments type projects for such Precinct No. 2 for a period of one year, beginning on the effective date of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Engineer hereby agree as follows

ARTICLE 1. **Employment of Engineer.** Engineer agrees to perform professional engineering services as assigned by Owner for and on behalf of Owner for a period of one year, beginning on the effective date of this Agreement, and for as long thereafter as is necessary to complete the projects assigned to Engineer, as further specified in Article 3. During the one-year term of this Agreement, Owner may assign to Engineer work related to road and bridge, right-of-way, sanitation, parks and environmental assessments type projects (each herein referred to as a "Project") to be undertaken by Owner's Precinct No. 2. The general scope of services which

Engineer shall perform with respect to Projects assigned to it are as stated in **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, and in the sections to follow. Upon assignment of a Project to Engineer, Engineer and Owner agree to execute a Work Order in substantially the form contained in **Exhibit "B"** which is attached hereto and incorporated herein for all purposes, which form shall set forth the specific scope of Engineer's services to be performed in connection with such Project. Owner agrees to pay Engineer compensation as stated herein in exchange for such services.

ARTICLE 2. SCOPE OF SERVICES. The Engineer's services, as more fully described generally in **Exhibit "A"**, and specifically in each Work Order, shall be divided into the following phases, and compensation of the Engineer based on completion of the milestones specified for such phase;

A. <u>Preliminary Phase:</u>

A specific description of the services to be rendered by the Engineer in the Preliminary Phase is included in **Exhibit "A".**

B. <u>Design Phase:</u>

A specific description of the services to be rendered by the Engineer in the Design Phase is included in **Exhibit "A".**

C. <u>Construction Phase:</u>

A specific description of the services to be rendered by the Engineer in the Construction Phase included in **Exhibit "A".**

ARTICLE 3. Period of Service. The services called for in Article 2A (Preliminary Phase) of this Agreement shall be completed and the report submitted immediately following the receipt by the Engineer of notice to proceed for a Project.

After receipt from the Owner of acceptance of the preliminary study and report for

a project indicating any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Engineer will proceed with the performance of the services called for in Article 2.B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for construction of the Project. Engineer will, upon the execution of a work order for a Project, proceed to obtain all necessary permits and prepare any applications or studies which Owner may need to submit to any federal, state or local authority in order to comply with any laws, regulations, ordinances, building codes and/or guidelines.

Following the award by the Owner of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Article 2.C (Construction Phase) of this Agreement.

This Agreement shall remain in force, with respect to any particular Project, (1) for a period which may reasonably be required for the design, award of contracts, construction each Project, and supervision of the initial operation of each Project, including extra work and any required extensions thereto; or (2) for a period of 12 months after the completion of the services for each Project called for either in Section 2.A (Preliminary Phase) or B (Design Phase), which ever may be pertinent, in case construction is not commenced. The final acceptance by the Owner of each construction contract in each Project shall serve as evidence of completion, on the part of the Engineer, of all services under this Agreement insofar as they pertain to that section of each Project.

ARTICLE 4. Coordination with the Owner. The Engineer shall hold conferences with the Owner, or his representatives as often as necessary, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing

needs and facilities, and be consistent with Owner's current policies and standards. To implement this coordination, the Owner shall make available to the Engineer for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative

to existing facilities and to the Project.

ARTICLE 5A. Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall pay Engineer a percentage fee equal to 8 % of construction costs for engineering services and an additional 2 ½ % of construction costs for the additional services of topographic surveying work and elevation determination for the Preliminary, Design and Construction Phases of the work. At Engineer's completion and Owner's approval of Engineer's services under the Preliminary Phase as defined in Article 2 hereof, Owner shall pay, in accordance with Article 8 hereof, 50% of the fees for engineering services and topographic surveying work based on the Engineer's estimated construction costs. At Engineer's completion and Owner's approval of the Engineer's services under the Design Phase, as defined in Article 2 hereof, Owner shall pay 30% of the fees for Engineering Services and topographic surveying work based on the lowest responsible and qualified bid for the Project. At Engineer's completion and Owner's approval of the Engineer's services under the Construction Phase as defined in Article 2 of this Agreement, Owner shall pay the remainder due for of the Engineering services and topographic surveying work based on the actual construction cost of the Project. . If no contract is awarded, or if no proposals or bona fide bids are received, the Engineer shall be paid for the Design Phase as though Engineer had completed the Design Phase and Owner shall have no further liability to Engineer for any such particular Project under this Agreement.

B. Services Not Included in Above Fees: The fees above described shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, **except the services set forth below. These excluded services, and the compensation to be paid by the Owner to the Engineer for their performance as required, are as follows:**

SPECIAL SERVICE	Basis of Compensation
1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.	1. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
2. Services of resident engineer or inspector if required by Owner.	2. Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.
3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.	3. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.	4. At rates authorized by Hidalgo County for its County Officials.
5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.	5. At rates authorized by Hidalgo County for its County Officials.
6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.	6. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.	7. (1) Furnished directly by Owner or (2) By Engineer at negotiated fee or salary cost plus 10% and reimbursement for direct non-labor expense or subcontract expense at invoice cost plus a 10% service charge.
8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.	8. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.
9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.	9. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.
10.Detailed construction staking and project administration for projects as requested by the owner.	10. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

Payments to the Engineer for authorized services not at the percentage fees will be made in accordance with the terms and provisions of Article 8 hereof, by the Owner, upon presentation of monthly statements by the Engineer of such services.

ARTICLE 6. Revision to Drawings and Specifications. The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents which do not concern reducing expenses to allow the Project's cost to be within the amount estimated by Engineer, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the fee stipulated in Article 5B this Agreement. Compensation for such extra services shall be determined in accordance with Article 5B. Notwithstanding any provision herein to the contrary, in the event it is necessary for Owner to require changes in the final plan of the Project to enable it to reduce the cost of a Project to an amount within the sum estimated by Engineer, Engineer will make such revisions or changes without charge to Owner.

ARTICLE 7. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the Owner, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without

Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 19, Engineer will revise drawings to reflect changes made during construction and will promptly furnish the Owner with one complete set of reproducible record prints. Additional prints shall be furnished, as an additional service, at any other time requested by Owner. All such reproductions shall be the property of the Owner who may use them without Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

ARTICLE 8. Payment. Request for Payment. On or before noon of the first Monday of each month during the performance of the services, Engineer shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Engineer's services rendered, together with a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of Owner meets approving such payment, the Owner shall make payment to Engineer in the amount approved as aforesaid subject to Article 8.4 below.

8.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Engineer shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Engineer and upon approval thereof by Owner, Owner shall pay to Engineer the amount due ("Final Payment") under such Final Request in accordance with the provisions of Article 8.1.

8.3 The Final Request for Payment shall not be made until Engineer delivers to Owner an affidavit that so far as Engineer has knowledge or information any and all amounts due for materials and services over which Engineer has control have been paid.

8.4 **Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 8.1 hereof or Final Payment) to Engineer hereunder if any one or more of the following conditions precedent exist:

(1) Engineer is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to Engineer's services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Engineer's services which were performed in accordance with this Agreement;

(3) Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Engineer's services for which Owner has made payment to Engineer;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Engineer's services in accordance with this Agreement, no additional payments will be due Engineer hereunder unless and until Engineer, at its sole cost, performs a sufficient portion of the Engineer's services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Engineer's services.

8.5 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Engineer's services to which such partial payment related or relieves Engineer of any of its obligations hereunder with respect thereto.

8.6 Engineer shall promptly pay all bills for labor and material performed and

furnished by others in connection with the performance of the Engineer's services.

8.7 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from **(1)** faulty or defective services of Engineer appearing after completion of the Project, **(2)** failure of Engineer's services to comply with the requirements of this Agreement or any contracts or agreements related to the Project, or **(3)** terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Engineer except those previously made in writing and identified by the Engineer as unsettled at the time of the Final Request for payment.

ARTICLE 9. Discounts, Rebates, Refunds. In connection with procurement services rendered by Engineer, if procurement services are required of Engineer in **Exhibit "A",** all discounts, rebates and refunds shall accrue to Owner. For some purchases, Engineer may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, Engineer shall promptly notify Owner so that a course of action may be mutually agreed upon by Owner and Engineer.

ARTICLE 10. Records, Accounting, Inspection. Engineer shall keep full and detailed records and accounts in a manner approved by Owner. Engineer shall afford Owner's authorized personnel and independent auditors, if any, full access to the work performed by Engineer regarding the Project and to all of Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and Engineer shall preserve all such records for three (3) years after final payment. Engineer shall deliver to Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of Owner.

ARTICLE 11. Subcontracting and Assignment. This Agreement may not be assigned or encumbered by Engineer nor may Engineer subcontract any work hereunder in whole or in part, unless written permission is first obtained from Owner except as provided in **Exhibit**

"A". Owner shall have the right to approve any of Engineer's subcontracts of any portions of the work hereunder as Owner may deem advisable. Engineer will bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to such subcontractors.

ARTICLE 12. Patents. Engineer shall indemnify and save Owner harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by Engineer or from the use of any process designed by Engineer or effected by said apparatus or equipment, and Engineer shall indemnify and save Owner harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that Owner shall promptly transmit to Engineer all papers served on Owner in any suit involving such claim of infringement, and provided further, that Owner permits Engineer to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, Engineer shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years.

Engineer hereby grants to Owner a non-exclusive, royalty-free license under patents now or hereafter owned by Engineer covering any machines, apparatus, processes, articles, or products included in Engineer's work hereunder.

ARTICLE 13. Confidential Information, Inventions and Other Restrictions.

(a) Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of Owner, or any other confidential information given to Engineer by any of Owner's commissioners, elected officials,

employees, or representatives or acquired by Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in Engineer's possession prior to such disclosure to Engineer by Owner or which is or shall lawfully be published or become part of general knowledge from sources other than Engineer or which otherwise shall lawfully become available to Engineer from a source other than Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of Owner if necessary to perform the work hereunder. Engineer shall, however, inform each of its employees who receive such information of these restrictions and Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to Owner, effectuating the purposes of this Article.

(b) Engineer shall communicate to Owner at once, and require Engineer's employees assigned to this Project to communicate to Owner all inventions and improvements which any of Engineer's employees, either alone or in conjunction with any of Owner's employees may conceive, make or discover during the course of or as a result of work on this Project under this or any ensuing agreement with Owner that relates to the processes, products, compositions, machinery or plants of Owner, or relating in any way to any of the operations in which Owner has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of Owner without any obligation on its part to make any payment therefor in addition to any sums which Owner may be obligated to pay to Engineer as compensation for services rendered by Engineer under contract with Owner. Engineer shall require its employees to execute patent

applications and assignments thereof to Owner or its nominees, and powers of attorney relating thereto for any county Owner may designate, and shall take all other actions as Owner may request to maintain and protect such inventions and improvements. Owner shall pay all costs or charges incurred in protecting such inventions and improvements if Owner desires to protect them. Before assigning any of Engineer's employees to work under any contract with Owner concerning this Project, Engineer shall obtain from them agreements satisfactory to Owner effectuating the purposes of this paragraph.

(c) The rights and obligations set forth in this Article 13 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 14. Warranties.

(a) Engineer warrants that engineering design work performed by it hereunder shall be in accordance with good engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, Owner and Engineer agree and acknowledge that Owner is entering into this Agreement in reliance on Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Engineer covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Engineer shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable

governmental regulations, statutes and ordinances then in effect. Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

(d) The Engineer represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Engineer having such special skills could anticipate may arise from the proper use of the Project after acceptance by Owner; as the design professional, it has some measure of control over any such dangerous conditions; it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after acceptance by Owner; and, it recognizes that any commissioners, elected officials, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

(e) Engineer represents, covenants and agrees that its drawings and specifications of the Project (the "Project Drawings") will be accurate and free from any material errors and the shop drawings that Engineer shall approve will be accurate and free from any

material errors relating to design intent. Engineer additionally represents, covenants, and agrees to the following: that the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Project Drawings; that the result of the Project Drawings, if built in accordance therewith, will be suitable for purposes for which the Project is designed; that the result of Engineer's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for its intended purpose. The Engineer's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Project Drawings nor shall the Engineer be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Engineer's skill and knowledge in preparing the Project Drawings.

In connection with Engineer's performance of procurement services hereunder, if any, Engineer shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit Owner.

ARTICLE 15. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of Engineer's services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole

or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Engineer shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

ARTICLE 16. Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 15 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

ARTICLE 17. Insurance.

(a) Engineer shall comply with the insurance obligations set forth in **Exhibit "C**" entitled **"Insurance to be Carried by Engineer"**, attached hereto and incorporated in the Agreement.

(b) Engineer currently maintains a general and professional liability insurance policy to cover the liability of Engineer connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding $1,000,000.00 and Engineer covenants and agrees to use its best efforts to obtain renewals of such policy until one (1) year following date of the acceptance of the Project by the Owner. Engineer agrees to furnish Owner certificates of the insurance showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

ARTICLE 18. Notices. All notices hereunder shall be deemed to be made properly if sent by mail to Engineer at 130 East Park Avenue, Pharr, Texas 78577 and to County at 100 E. Cano, Edinburg, Texas 78539. The address may be changed by either party by similar notice. Notice

so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the other party's Engineer, as appropriate.

ARTICLE 19. Termination. The Owner may terminate this Agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to be relieved of any further obligation under the Agreement, and shall cancel promptly all existing orders and contracts, except the construction contract and other orders and contracts which Owner may designate in the notice, insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Owner shall then approve all or the portion of the services which Owner may consider appropriate under the circumstances. Owner shall then pay Engineer promptly that proportion of the prescribed fee which the services actually performed under this Agreement as determined by Owner bear to the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated.

ARTICLE 20. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between Engineer and Owner relating to the work herein described. There are no previous or contemporary representations or warranties of Owner or Engineer not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on Owner unless in writing and executed by an officer or employee of Owner specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of Owner thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair Owner's rights with respect to any liabilities, whether or not liquidated, of Engineer to Owner theretofore accrued.

(e) All rights and remedies of Owner specified in this Agreement are in addition to Owner's other rights and remedies.

(f) Engineer shall remain an independent contractor and shall have no power, nor shall Engineer represent that Engineer has any power, to bind Owner or to assume or to create any obligation express or implied on behalf of Owner except as specifically authorized in advance by the Owner.

(g) The Agreement shall be construed under the laws of the State of Texas and is perform able in Hidalgo County, Texas.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Contract to be executed as of the day and year first above written.

ENGINEER:
R. Gutierrez Engineering Corporation
By:_____

Printed Name::_____

Title:_____

OWNER:
COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court September 16, 2008

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

By:_____

EXHIBIT “A”
SCOPES OF SERVICES

EXHIBIT “B”
WORK AUTHORIZATION

EXHIBIT "C"
INSURANCE

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for a Phase I Environmental Site Assessment and a Topographic & Boundary Survey for an approximately 15-acre tract of land located on Hall Acres Road, west of US 281 in Pharr, Texas.

The scope of services to be provided by the **Owner** is identified in **Exhibit A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Exhibit B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Exhibit D – Fee Estimate**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

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

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 1

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 1

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

Phase I Environmental Site Assessment

The Engineer will prepare an Environmental Site Assessment on the tract of land described in this work authorization. The Phase I ESA will be developed to the standards described in publication ASTM Designation E 1527 – 05. The Phase I ESA will consist of four components: a records review, a site reconnaissance, interviews and a report.

Topographic & Boundary Survey

The Engineer will secure written permission to enter private property for the purpose of performing surveying services.

Topographic Surveying. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project. All surveying will be tied to the State Plane Coordinate System.

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish vertical and horizontal control by setting a benchmark (BM) and tying it to a permanent BM monument with a known elevation. BM is to be set adjacent to the property within the South "I" Road right-of-way in a location to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain a topographic information survey of the entire approximately 10-acre tract of land; provide location, size, height, and depth and/or length and description of topographic features to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

Boundary Surveying

The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 1

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying and Phase I ESA services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

Boundary Survey
and
Phase I Environmental Site Assessment

Estimated Fee

TASK	COST
Topographic and Boundary Survey & Phase I ESA Services Fee	
TOPOGRAPHIC SURVEY	$1,200
BOUNDARY SURVEY	$2,400
PHASE I ENVIRONMENTAL SITE ASSESSMENT	$6,000
TOTAL (Suveying Services Fee)	**$9,600**

AI-11109 **18.C.2.**

Requesting approval of payment for invoice no. 2576 & 2577
CC REGULAR

Date: 09/16/2008
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. 2576 in the amount of $14,963.20 (McColl Rd to Jackson Rd - Las Milpas Rd.) and Invoice 2577 in the amount of $12,740.00 (East of Irrigation Canal to McColl Rd - Anaya 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

Invoice	Amount	PO#
2576	$14,963.20	608415
2577	$12,740.00	608416

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO# 608415 available balance as of 9-12-08 $202,291.00
PO# 608416 available balance as of 9-12-08 $140,827.00

Funding available as of 9-12-18

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:37 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 10:19 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/12/2008 02:13 PM	APRV
4	Rey Salazar	Angela Garcia	09/12/2008 10:15 AM	NEW

Form Started By: Rocio Villarreal Started On: 09/10/2008 04:41 PM

Final Approval Date: 09/12/2008

R..Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2576
Friday, August 29, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032h Las Milpas Road (Jackson Road to 10th Street)

Project Manager: Luis Nava
Professional Services for the Period: 07/08/2008 to 08/29/2008

Billing Group: 03 *Phased Fixed Fee*

Part 3 (McColl Road to Jackson Road)

Contract #: *C-07-358-09-04(WA#8)(PO# 608415)*

Billing Fee: $55,160.00

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	18,704.00	33.91	80.00	14,963.20	0.00	14,963.20
Schmatic Design	28,056.00	50.86	0.00	0.00	0.00	0.00
Title Reports (Add'l Service)	2,400.00	4.35	0.00	0.00	0.00	0.00
Parcels & ROW Map (Add'l Service)	6,000.00	10.88	0.00	0.00	0.00	0.00
				Total Phases:		***$14,963.20***

608415
8-1202-431-00-122-006-0-731
Req. #137129

Phase Billing Totals: ***$14,963.20***

Billing Group Subtotal: 14,963.20

Project Totals:

*** ***Total Project Invoice Amount:*** ***$14,963.20***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
Hector Palacios ON 8/29/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8/29/08

R. Gutierrez Engineering Corporation

August 29, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Las Milpas Road – Invoice
ENG07.032h

Dear Commissioner Palacios:

I am submitting an invoice for the work completed to date on Part 3 (McColl Road to Jackson Road) of the above referenced project. The Topographic Survey phase of this project is about 80% complete. I have attached a topographic map for your records.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2577
Friday, August 29, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032i Anaya Road
(McColl Road to 10th Street)

Project Manager: Luis Nava
Professional Services for the Period: 07/08/2008 to 08/29/2008

Billing Group: 02 *Phased Fixed Fee*

Part 2 (East of Irrigation Canal to McColl Road)

Contract #: *C-07-358-09-04(WA#9)(PO# 608416)*

Billing Fee: $48,213.00

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	15,925.00	33.03	80.00	12,740.00	0.00	12,740.00
Schematic Design	23,888.00	49.55	0.00	0.00	0.00	0.00
Title Reports (Add'l Service)	2,400.00	4.98	0.00	0.00	0.00	0.00
Parcels & ROW Map (Add'l Service)	6,000.00	12.44	0.00	0.00	0.00	0.00

Total Phases: ***$12,740.00***

608416
8-1202-431-00-122-006-0-731
Req. #137131

Phase Billing Totals: ***$12,740.00***

Billing Group Subtotal: 12,740.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$12,740.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
Luis ON 8/29/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8/29/08

R. Gutierrez Engineering Corporation

August 29, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Anaya Road – Invoice
ENG07.032i

Dear Commissioner Palacios:

I am submitting an invoice for the work completed to date on Part 2 (East of Irrigation Canal to McColl Road) of the above referenced project. The Topographic Survey phase of this project is about 80% complete. I have attached a topographic map for your records.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

AI-11099 **18.D.1.**

Requesting for Payment on Invoice 11322750 for L&G Engineers
CC REGULAR

Date: 09/16/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322750 in the amount of $63,315.00, from L & G Consulting Engineers Inc., contracted engineer for "La Homa Rd Project." C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-123-045-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO 600650

Funding available

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:29 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:45 AM	APRV
3	Erika Reyna	Erika Reyna	09/12/2008 08:59 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/10/2008 04:03 PM

Final Approval Date: 09/12/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322750
INVOICE DATE: 08/31/08

Joe M. Flores
12844
600650

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

JOB: 080301
La Homa

P.O. Box 607
Mission, TX 78572

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2008.						
11006-Dsgn Schematic	157,500.00	102,375.00	23,625.00	126,000.00	80.0	31,500.00
12002-EA Reports	55,000.00	5,500.00		5,500.00	10.0	49,500.00
12003-Public Invmt	25,000.00	1,000.00		1,000.00	4.0	24,000.00
12020-EA. Report/Sub	20,000.00				0.0	20,000.00
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	56,700.00	28,350.00	85,050.00	30.0	198,450.00
16101-Drainage	126,000.00	44,100.00		44,100.00	35.0	81,900.00
16207-Sgn.Pvmt.Markg	24,200.00				0.0	24,200.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	7,560.00	11,340.00	18,900.00	25.0	56,700.00
16304-Irrigation	31,500.00	9,450.00		9,450.00	30.0	22,050.00
16306-Qty Specs	18,900.00	1,890.00		1,890.00	10.0	17,010.00
16307-Utilities	63,000.00	18,900.00		18,900.00	30.0	44,100.00
16400-Contract Mgmt	31,500.00	6,300.00		6,300.00	20.0	25,200.00
TOTALS:	1,033,500.00	336,975.00	63,315.00	400,290.00	38.7	633,210.00

ORIGINAL CONTRACT SUM	$	1,033,500.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,033,500.00
TOTAL COMPLETED TO DATE	$	400,290.00
LESS PREVIOUS INVOICES	$	336,975.00
CURRENT PAYMENT DUE	$	63,315.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NE ON 9/2/08
GOODS/SERVICES RECEIVED BY
_____ ON 8/31/08
8-1336-431-00-123-045-0-731

L&G Engineering
Transportation Consultants

September 2, 2008

Hon. Joe Flores
Hidalgo County Commissioner, Pct. #3
724 N. Breyfogle
Mission, Texas 78572

Re: La Homa Road Progress Report

Dear Commissioner Flores

Attached for your approval is our invoice for the month of August 2008. The following is attached:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Attachment C "Work Schedule"

This project consists of schematic design, surveying, plans specifications and estimates, environmental document, right-of-way mapping and design surveys.

FC 110 – SCHEMATIC DESIGN		% Complete
A schematic based on 100 ft. proposed ROW has been developed for the public meeting. We are currently coordinating the scheduling of this meeting.	L&G	80%
FC 120 – EA REPORTS		
We have begun to research the projects on the internet and set up the environmental document.	L&G	10%
FC 120 – PUBLIC INVOLVEMENT		
We have met with TxDOT and the County Commissioner, introduced the project and set up preliminary schedules to conduct the public meetings and clear the environmental report. No work on this task has been completed this month.	L&G	4%
FC 120 – ARCHEOLOGICAL SURVEYS		
Work has been initiated but will not invoice this month.		0%
FC 130 – PRELIMINARY ROW MAP		
Existing lot corners, ROW maps, and subdivision plats have been located and plotted. A check on the "best fit" alignment is based on surveyor's ROW map is ongoing. We are coordinating with TxDOT and other consultants to obtain ROW info/plans on the new high school north of 2 Mile line.	L&G RODS	90% 90%
FC 150 – DESIGN SURVEYS		
Control points (BM's) completed and field collection of 22,300 linear feet of topographic data is complete. The 2D model and DTM is complete and has been submitted to us.	L&G RODS	90% 90%
FC 160 – ROADWAY DESIGN		
Typical sections for both proposed and existing roadway have been completed. We have developed a centerline and preliminary profiles based on survey data. We are currently working on intersection layouts and the project cross sections. We are using utility data that has been collected to ensure that our current alignment will minimize compensable utilities.	L&G	30%

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

FC 161 – DRAINAGE		
We have completed the hydrologic map for this project. We have delineated all project drainage areas and have identified project outfalls. We are currently developing the project storm drain system based on the proposed profile and verifying the adequacy of the proposed outfall.	**L&G**	**35%**
FC 162 – SIGNING, PAVEMENT MARKING		
Work has been initiated but will not be invoiced this month.	**L&G**	**0%**
FC 162 – ISOLATED SIGNAL		
Mile 2 did not warrant a signal. Signal at school is still being investigated.	**L&G**	**0%**
FC 162 – SIGNAL WARRANT		
Work has been completed. Based on the ADT, the intersection at SH 364 and Mile 2 did not warrant a traffic signal.	**TESDI**	**100%**
FC 163 – TRAFFIC CONTROL PLAN		
Based on proposed profile and the storm drain system currently under development, we have been able to initiate the development of the traffic control plan. Construction phasing typical sections are being prepared for submittal to TxDOT	**L&G**	**25%**
FC 163 – IRRIGATION		
Our office has drawn, on the preliminary schematic, the existing irrigation lines and will continue to coordinate with the irrigation district as plans are finalized. We met with HCID#6. Irrigation District mark-ups have been received and are being incorporated into the schematic and preliminary layouts..	**L&G**	**30%**
FC 163 – QUANTITY AND SPECS		
We have generated the following: General notes, estimates, project fact sheet, special specifications, and preliminary certifications.	**L&G**	**10%**
FC 163 – UTILITIES		
An initial site survey was conducted. Major compensable utilities have been identified and estimated adjustment costs were included in the project Matrix submitted to TxDOT. Initial letters have been sent to all utilities found within the project limits. Coordination is ongoing.	**L&G**	**30%**
FC 164 – CONTRACT MANAGEMENT		
We have coordinated with subconsultant to perform a signal warrant study for the Mile 2 intersection and are coordinating/meeting with County Commissioner and TxDOT, as needed.	**L&G**	**20%**

If you have any questions or require additional information, please advice.

Sincerely,

Armando J. Sandoval, P.E.
Project Manager

AI-11104 **18.D.2.**

Request for Payment on Invoice 08094 and 08095
CC REGULAR

Date: 09/16/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Approval of Request for Payment on Invoice No. 08094 in the amount of $2,000.00 for "Western Palm Subdivision" from contracted project engineer, Javier Hinojosa Engineering.
B. Approval of Request for Payment on Invoice No. 08095 in the amount of $6,000.00 for "Homeville Association Subdivision "A" & "D" from contracted project engineer, Javier Hinojosa Engineering.
C. Approval of Request for Payment on Invoice No. 08096 in the amount of $3,000.00 for "Homeville Association
Subdivision "D" from contracted project engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-712
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 09/12/08 $25,000
P.O. #607527 will be reclassified

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-734
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 09/12/2008 is $148,091.07
P.O. #607528 & 607896 will be reclassified.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:36 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:46 AM	APRV

3	Erika Reyna	Erika Reyna	09/12/2008 09:12 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	PEND

Form Started By: Rocio Villarreal

Started On: 09/10/2008 04:28 PM

Final Approval Date: 09/12/2008

Com. Flores
156154
607528

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08095

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: August 26, 2008 Project Name: Homeville Association Subdivision "A" & "D"

Description

Work Authorization No. 7
P.O.#607528

Engineering services rendered to establish road right of way between Block 13 & 14 Homeville Association Subdivision "D "and establish road right of way for existing roadway located south of Lot 26, 27, 28, 29 & 30 Homeville Association Subdivision "A".

Engineering Fee Homeville Association Subdivision "A":		**$3,000.00**
Engineering Fee Homeville Association Subdivision "D":		**$3,000.00**
TOTAL	:	**$6,000.00**

Contract Amount:	**$6,000.00**
Amount To Date:	**$6,000.00**
Amount Paid To Date:	**$0.00**
Amount Due This Invoice:	**$6,000.00**

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
DSL ON 9/2/08
GOODS/SERVICES RECEIVED BY
_____ ON 8/26/08
8-1203-431-00-123-005-0-334

Com. m-Or
136742
607527

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08094

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: August 26, 2008 Project Name: Western Palm Subdivision

Description

Work Authorization No. 6
P.O.#607527

Engineering services rendered for the preparation of two surveys and metes and bounds descriptions for the two parcels to be acquired for street right of way within Lots 17 and 18 Western Palm Subdivision.

Engineering Fees: Prepare Right of Way Parcels (2 each @ $1,000.00 per parcel)

Contract Amount:	**$2,000.00**
Amount To Date:	**$2,000.00**
Amount Paid To Date:	**$0.00**
Amount Due This Invoice:	**$2,000.00**

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
NW ON 9/2/08
GOODS/SERVICES RECEIVED BY
_____ ON 8/26/08
8-1203-431-00-123-005-0-731

136763
607896

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08096

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: August 26, 2008 Project Name: Homeville Association Subdivision "D"

Description

Work Authorization No. 8
P.O.#607896

Engineering services rendered to establish road right of way for existing roadway located south of Lots 4, 5, & 6 Block 13 Homeville Association Subdivison "D".

Engineering Fee Homeville Association Subdivision "D": **$3,000.00**

Contract Amount:	**$3,000.00**
Amount To Date:	**$3,000.00**
Amount Paid To Date:	**$0.00**
Amount Due This Invoice:	**$3,000.00**

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
TK ON 9/2/08
GOODS/SERVICES RECEIVED BY
_____ ON 9/2/08
B- 1203-431-00-123-005-0-731

AI-11079 **18.E.1.**

Bid Opening Date Ext - Hauling Services for Pct. 4
CC REGULAR

Date: 09/16/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Pursuant to Texas Local Government Code, 262.026 (a), notification and ratification of extension of bid opening date (Issued through Addendum by Purchasing Agent) from September 10, 2008 to September 17, 2008 for RFB - "Hauling of All Road Materials for Pct. 4", so as to allow more time for timely submission due to modifications to specificiations/requirements as specified through Addendum No. 1. (Bid No.: 2008-317-09-10-CGV).

BACKGROUND

Trucks should be available on an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 9-11-08 $50,050.63.

Attachments

Link: addendum

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2008 02:03 PM	APRV
2	Budget & Management	Veronica Lopez	09/10/2008 02:27 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/11/2008 05:48 PM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Gricelda Villarreal Started On: 09/10/2008 01:28 PM

Final Approval Date: 09/12/2008

PURCHASING DEPARTMENT
County Of Hidalgo

September 9, 2008

RE: ADDENDUM NO.1
FOR BID No.: 2008-317-09-10-CGV
"HIDALGO COUNTY PCT. 4– HAULING SERVICES OF ALL ROAD MATERIALS.

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY** - request for bids for "**HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY-HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4".**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/cgv

Enclosures

ADDENDUM NO. 1

September 9, 2008

"HIDALGO COUNTY-
HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4
BID NO.: 2008-317-09-10-CGV
Bid Opening Date: ~~September 10, 2008~~

NEW BID OPENINGS DATE: September 17, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **EXTENSION OF BID OPENINGS DATE**

FROM: **SEPTEMBER 10, 2008**

TO: **SEPTEMBER 17, 2008**

No. 2 Modifications to 'Exhibit A" under Specifications and/or Terms and Conditions to include the following:

12. Hidalgo County Precinct No. 4 is requesting a minimum of Ten (10) available hauling trucks as described below, including Five (5) vendor owned providing proof of ownership (copy of title) along with your bid submittals. Trucks should be available on an "As Needed Basis" with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates, ownership, and capacity of your hauling trucks on Attachment A.
    a. Seven (7) operable hauling trailers.
    b. Three (3) to Five (5) operable hauling tandem trucks.

13. The bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit C).

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, September 9, 2008, for RFB-"HIDALGO COUNTY –HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4", bid opening date modifications.

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

ATTACHMENT "A"
HIDALGO COUNTY
"HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4"
BID NO.: 2008-317-09-10CGV

Hidalgo County Precinct No. 4 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/ MODEL	VEHICLE IDENTIFICATION NUMBER	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

AI-11039 **18.F.1.**

Purchase Of Modular Offices - Hidalgo County
CC REGULAR

Date: 09/16/2008
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 Cuartitos.com, sole bidder meeting all requirements as attached hereto for: "Purchase of Modular Offices" on an as needed basis - County wide (2008-174-07-23-YSI).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Buildings & Grounds - Available Balance as of 9-12-08 $4,115.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-115-069-0-748
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Administration Security- Funding is to be in place under Object Code 748 "Other Equipment" at time the contract negotiations take place with final awarded vendor (AI#9877 7-1-08).

Attachments

Link: b tab
Link: Contract
Link: d recom

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 04:12 PM	APRV
2	Budget & Management	Veronica Lopez	09/11/2008 04:34 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/12/2008 03:42 PM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Yvette Islas

Started On: 09/08/2008 01:30 PM

Final Approval Date: 09/12/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: July 25, 2007	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "CONCRETE MIX & DELIVERY SERVICES"	
BID NO: 07-199-07-25-YSI	**BUYER: YVETTE S. ISLAS**

sole responding vendor: Richard A. Garza dba cuartitos.com
3910 W Freddy Gonzalez Drive
Edinburg, Texas 78539

Standard Container 40' x 8'	$ 7,295.00
Standard Container 20' x 8'	$ 3,700.00
Standard Container 10' x 8'	$ 3,500.00
40' x 8' Modular Office	$22,995.00
20' x 8' Modular Office	$12,995.00
10' x 8' Modular Office	$12,495.00
Double Pane 44" W x 36" H	$ 350.00
Double Pane 36" W x 36" H	$ 305.00
Standard Metal Door	$ 250.00
Standard Double French Doors	$ 495.00
Standard Single "Store Front" Glass Door	$ 995.00
Standard Double "Store Front Glass Door	$ 1,500.00
Telephone Ready Connection with 2 outlets	$ 200.00
Internet Ready Connection with 2 connects	$ 200.00

Price includes delivery and set-up in designated areas in Hidalgo County.

REQUIREMENTS AGREEMENT
C-08-174-0916

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 16, 2008** by and between **Richard Garza dba Cuartitos.com a TEXAS Sole Proprietor** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Purchase of Modular Offices" on an "As Needed Basis"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Hidalgo County"** in the areas of **HIDALGO COUNTY** projects for a period of September 16, 2008 from September 16, 2009 with the option to renew for an additional one (1) year term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Richard Garza dba Cuartitos.com
3910 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

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

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

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 09/16/08

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

By: _____
Date: 9-10-08

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date: _____

Vendor: Richard Garza dba CUARTITOS.COM
By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-07-23-YSI

Exhibit A

GENERAL REQUIREMENTS

I. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Modular Offices" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors.

9. This contract is not limited to the user departments only. It may be used by any County department(s).

10. All bid prices for items shall take into consideration shipping/handling, delivery and set up costs.

11. All Modular Offices must be reconditioned as new or like new.

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-07-23-YSI

SPECIFICATIONS

Standard Container

The following size options must be available:

40' x 8'
20' x 8'
10' x 8'

All "Containers" must meet the minimum specifications listed below.

Solid Steel Portable Container
14 Gauge Steel Exterior
Solid Steel Cube
1 ¼ Maine Grade Solid Cedar Floor
6" Channel Iron Under Lay w/Powder Coating
Solid Steel Double Doors w/Up To 3 Lock Options

All "Containers" must be able to be converted into "Modular Offices" while meeting the minimum specifications listed below.

10,000 BTU A/C (for 40' x 8' model)
10,000 BTU A/C (for 20' x 8' model)
6,500 BTU A/C (for 10' x 8' model)
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5.2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect)

Once converted all "Modular Offices" should have the following as options:

Windows: Double Pane 44" W x 36" H
Double Pane 36" W x 36" H

Doors: these must include doors knobs and locks
Standard Metal Door
Standard Double French Doors
Standard "Store Front" Glass Door

Connections: Telephone Ready Connection
Internet Ready Connection

Price must include delivery and set-up in designated areas in Hidalgo County.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **July 16 , 2008, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, July 18, 2008**.

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County
"Purchase of Modular Offices"
Bid No.:08-174-17-23-YSI
Exhibit B

BID PAGE

Standard Container

Standard Container 40' x 8'	$ 7,295.00
Standard Container 20' x 8'	$ 3,700.00
Standard Container 10' x 8'	$ 3,500.00

'Modular Offices' (standard containers that have been converted meeting specifications)

40' x 8' Modular Office with
10,000 BTU A/C
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5 2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect) $ 22,995.00

20' x 8' Modular Office with
10,000 BTU A/C
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5 2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect) $ 12,995.00

10' x 8' Modular Office with
6,500 BTU A/C
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5 2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
Outside Electrical Hook-Up
(Quick Connect) $ 12,495.00

Options

Windows:	Double Pane 44" W x 36" H	$ 350.00
	Double Pane 36" W x 36" H	$ 305.00
Doors:	Standard Metal Door	$ 250.00
	Standard Double French Doors	$ 495.00

	Standard Single 'Store Front' Glass Door	$ 995
	Standard Double 'Store Front Glass Door	$ 1,500
Connections:	Telephone Ready Connection with 2 outlets	$ 200
	Internet Ready Connection with 2 connects	$ 200

Price must include delivery and set-up in designated areas in Hidalgo County

BIDDER/COMPANY NAME	RICHARD A. GARZA DBA CUARTITOS.COM
ADDRESS	3910 W. FREDDY GONZALEZ DR.
CITY/STATE/ZIP	EDINBURG, TEXAS 78539
PHONE NO/FAX NO	956-383-6295 FAX: 956-381-1176
CELL PHONE NO	956-638-6295
E-MAIL ADDRESS	richardagarza@aol.com
AUTHORIZED SIGNATURE	
TITLE	OWNER

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD TM. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2008

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
BIC INVESTMENTS AND CUARTITOS.COM
DBA RICHARD GARZA
3910 WEST FREDDY GONZALEZ DRIVE
EDINBURG TX 78539

INSURER A: PENN-AMERICA
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PAC6792743	08/28/08	08/28/09	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
		OTHER:					

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

CERTIFICATE HOLDER

County of Hidalgo
Attn. Purchasing Department
2802 S. Business Highway 281
Edinburg, TX 78539

Attention:

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, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jack Holt

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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.

POLICY NUMBER: 73APR223889

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or their appointed General Agents. Where reference is made to an Aggregate Limit, such limit is the company's maximum liability under the policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 07/22/2008 2:03 PM

NAMED INSURED: RICHARD GARZA DBA CUARTITOS.COM

NAMED INSURED'S ADDRESS: 3910 W. FREDDY GONZALEZ EDINBURG, TX 78539

INSURANCE COMPANY NAME: NATIONAL LIABILITY & FIRE INSURANCE COMPANY

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE		LIMITS	INCEPTION DATE / EXPIRATION DATE
73APR223889	**AUTOMOBILE LIABILITY**			06/17/2008 10:52 AM 06/17/2009 12:01 AM
	Bodily Injury	Each Person	$ N/A	
		Each Person	$ N/A	
	Property Damage	Each Accident	$ N/A	
	Bodily Injury & Property Damage	Combined Single Limit	$ 500,000	
	In-Tow Coverage		$ N/A	
	Other:		$	
	GARAGE LIABILITY	Auto Only	Other than Auto	
	Bodily Injury & Property Damage Combined Single Limit	$	$ N/A	
	Aggregate Limit		$ N/A	
	Garagekeepers Coverage ☐ Legal Liability ☐ Direct Primary ☐		$ N/A	
	Other:		$ N/A	
	CARGO COVERAGE			06/17/2008 10:52 AM
	Cargo Limit		$ N/A	
	Other:		$ N/A	

Vehicle Schedule Vehicle Number (Year, Make, Model, VIN)	Comprehensive or Specified Causes	Stated Amount	Phys. Dam Deductible
1993 GMC TRUCK 1GDK7H1P4PJ508146	N/A	N/A	N/A
1994 INTERNATIONAL TRUCK 1HT3DPNN0RH551687	N/A	N/A	N/A
1990 KALY TRAILER 1K9E38245L1005051	N/A	N/A	N/A

Don Carson

This Certificate issued to:
COUNTY OF HIDALGO ATTN: PURCHASING DEPT
2802 S. BUSINESS HWY. 281
EDINBURG, TX 78539

This Certificate issued by:
Burns & Wilcox Ltd.
2301 E. Lamar Blvd. 5th Floor
Arlington, TX 76006

M-4579a (01/2008)

07/23/2008 09:20 3AC22438-FFFC-44D8-87F7-8A7BA744641D

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2008

PRODUCER Phone 956-383-0117 Fax 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Richard A Garza dba
BIC INVESTMENTS AND CUARTITOS.COM
3910 WEST FREDDY GONZALEZ DRIVE
EDINBURG TX 78539

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR				MED. EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	**Q000968577**	**09/04/08**	**09/04/09**	WC STATU-TORY LIMITS ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ **500,000**
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	$ **500,000**
						E.L. DISEASE-POLICY LIMIT	$ **500,000**
		OTHER:					

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

Richard A Garza-Owner is excluded under Worker's Compensation Coverage.
Blanket Waiver of Subrogation in favor of the Certificate Holder.

CERTIFICATE HOLDER

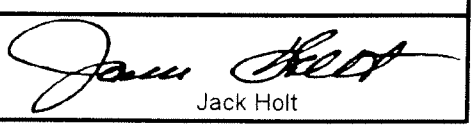
County of Hidalgo
Attn: Purchasing Department
2802 S Business Hwy 281
Edinburg,Texas 78539

Attention:

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



Jack Holt

© 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.

MEMORANDUM

TO: **Daniel Flores**
Buildings & Grounds

Javier Carreon
Buildings & Grounds

Rolando Gonzalez
Administration - Security

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: August 01, 2008

RE: Request for Recommendation for: RFB 08-174-07-23-YSI
"PURCHASE OF MODULAR OFFICES"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid page for your review and recommendation.

Please indicate below if you DO or DO NOT recommend accepting the sole response. If you have any concerns or recommendations please indicate this in the space provided below.

Return your response to the Purchasing Department Tuesday August 05, 2008, 4:00 pm. 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

Recommendations/Concerns: _____

_____

_____

_____

_____

	Rolando Gonzalez	8-1-08
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

Submit this form to the Hidalgo County Purchasing Department
via fax: (956) 292-7612 or via e-mail:
yvette.islas@co.hidalgo.tx.us

MEMORANDUM

TO: **Daniel Flores**
Buildings & Grounds

Javier Carreon
Buildings & Grounds

Rolando Gonzalez
Administration - Security

RECEIVED BY HIDALGO COUNTY PURCHASING DEPARTMENT

By AR

Time 8/7/08 12:01

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: August 01, 2008

RE: Request for Recommendation for: RFB 08-174-07-28-YSI
"PURCHASE OF MODULAR OFFICES"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid page for your review and recommendation.

Please indicate below if you DO or DO NOT recommend accepting the sole response. If you have any concerns or recommendations please indicate this in the space provided below.

Return your response to the Purchasing Department Tuesday August 05, 2008, 4:00 pm. 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

Recommendations/Concerns: _____

_____

_____

_____

_____

Daniel Flores 8/7/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department
via fax: (956) 292-7612 or via e-mail:
yvette.islas@co.hidalgo.tx.us

AI-11074 **18.G.1.**

Service and Repairs of Chillers and General H-VAC Equipment -Recomending Bid Award and Approval of Contract- 08-322-SMA - CC REGULAR

Date: 09/16/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Recommending award of bid and approval of contract document (as reviewed and approved as to form by legal counsel) to lowest responsible bidder meeting all specifications and/or requirements as attached herto for "Hidalgo County Buildings and Grounds- Service and Repairs of Chillers and General H-VAC Equipment" (RFB-2008-322-09-03-SMA).

BACKGROUND

Please see attached:

- Bid Participation Log
- Bid Tabulation
- Department award Recommendation
- Proposed Contract Document

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $39,651.82 as of 9/11/08.

Attachments

Link: Bid Tabulation
Link: Memo -Award Recommendation
Link: Contract C-08-322-09-16
Link: Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 11:15 AM	APRV

2	Budget & Management	Veronica Lopez	09/11/2008 11:39 AM	APRV
3	Dale Kennan	Dale Kennan	09/11/2008 11:53 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Moises Salazar

Started On: 09/10/2008 12:03 PM

Final Approval Date: 09/12/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Buildings and Grounds

BID OPENING DATE: September 3, 2008	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "SERVICE & REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"

BID NO: 2008-322-09-03-SMA

	NAME OF COMPANY	ACKNOWLEDGEMENT
1.	Toromont Energy Systems	√
2.	Johnson Controls, Inc	√
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County Buildings and Grounds

BID OPENING DATE: SEPTEMBER 3, 2008 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "SERVICE & REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"

BID NO: 2008-322-09-03-SMA

ITEM DESCRIPTIONS:	PARTICIPATING VENDORS	
	Johnson Controls, Inc.	Toromont Energy Systems
SERVICING CHILLERS		
A. NORMAL BUSINESS HOURS		
1). Technician:	$70.00 per hour	$62.00
2). Assistant:	$70.00 per hour	$50.00
B. AFTER HOURS (Weekends and Holidays)		
1). Technician:	$105.00	$93.00
2). Assistant:	$105.00	$75.00
C. PARTS		
1). Cost plus %:	30%	33%
D. WARRANTIES		
1). All:	90 days unless an equipment manufacturers warranty exist	All parts 1 year All labor 30 days
E. TIME OF RESPONSE		
1). Chillers, within	3 hrs	2 hrs
SERVICING GENERAL HVAC EQUIPMENT		
A. NORMAL BUSINESS HOURS		
1). Technician	$70.00 per hour	$62.00
2). Assistant:	$ 70.00 per hour	$50.00
B. AFTER HOURS (Weekends & Holidays)		
1). Technician:	$105.00 per hour	$93.00
2). Assistant:	$ 105.00 per hour	$75.00
C. PARTS		
1). Cost plus %:	30%	33%
D. WARRANTIES		
1). All:	90 days unless an equipment manufacturers warranty exist	All parts 1 year All labor 30 days
E. TIME OF RESPONSE		
1). General Equipment within:	3 hrs	2hrs.
F. EMERGENCY EQUIPMENT		
1). Portable Chiller — per day	$9,450.00/250 ton chiller	$356.00
1). Portable Chiller — per week	$12,541.00	$2,394.00
1). Portable Chiller — Per month	$28,650.00	$7,448.00
2). Hourly Rate:	$70.00	$62.00
3.) Set-uptime & removal:	Rate of contract/38-hours	One day each for setup and removal times 2 technicians

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds
Attn: Javier Carreon

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: September 3, 2008

RE: **Bid Award Recommendation Request: Bid No. 2008-322-09-03-SMA -HIDALGO COUNTY BUILDINGS AND GROUNDS-" SERVICE & REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"**

We have received two (2) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting. Therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday, September 5, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, September 16, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Toromont	More Cost effective for County

BUDGET ACCOUNT: 8-1100-419-40-220-001-0-431

Authorized Signature — Daniel Flores (Printed Name) — 9/5/08 (Date)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-322-09-16

THIS CONTRACT is made and entered into this **16th** day of **September**, **2008** by and between the **County Of Hidalgo, Texas** ("County"), and **Toromont Energy Systems, Inc. a Delaware Corporation** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Service & Repairs of Chillers and General HVAC Equipment**" (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations within Hidalgo County for "**Service and Repairs of Chillers and General HVAC Equipment**". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the 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 **September 16, 2008** and ending on **September 16, 2009**, and maybe 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

coverage's and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Toromont Energy Systems, Inc**
Attn: Felix Word
2140 Wellspring
Beaumont, Texas 77705

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:
By:_____
Printed Name:_____
Title:_____

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

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY BUILDING AND GROUNDS
"Service and Repairs of Chillers and General HVAC Equipment"
Bid No.: 2008-322-09-03-SMA

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE OF SERVICES:

The requirement services and repairs contract will encompass all services project-related to Chillers, General HVAC Equipment and delivery parts to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site.

2. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.

3. All repairs and services (with mark up rate), will be on an "AS NEEDED BASIS-ONLY" There is no guaranteed of an annual volume, for either services and/or repairs.

4. Vendor will provide original equipment manufacturer (OEM) repair parts.

5. Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.

6. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

7. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Building and Grounds Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.

8. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.

9. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

10. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

11. Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.

12. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

13. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.

BID AWARD:

14. All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:

    a. The overall purchase price.

    b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.

    c. The reputation of the bidder.

    d. The quality of the bidder's goods or services from references.

    e. The bidder's past performance.

15. Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.

16. Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
    a) When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
    b) When the County finds that an additional service provider is required due to simultaneous break downs have occurred.

17. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

BID PAGE

18. Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

19. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year term under the same rates terms and conditions.

2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term

3. County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.

4. After contract is awarded if/and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery acceptance of products and/or performance of services ordered, or
   (c) Terminated by County with thirty (30) day"s written notice prior to cancellation.

6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly ware. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

7. All invoices will be reviewed for billed hours, materials and parts used, and for compliance

with contract terms and conditions prior to approving invoice for payment.

8. References: Lists of references are required by Hidalgo County.

9. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a

price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

10. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 27, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 29 , 2008 by 5:00 p.m.

EXHIBIT "B"
VENDOR'S RESPONSE

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY BUILDINGS AND GROUNDS

" Service and Repairs of Chillers and General HVAC Equipment "

Bid No. 2008-322-09-03-SMA

RECEIVED
SEP 08 2008
By

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.

The Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS

A.) NORMAL BUSINESS HOURS:

1.) Technician: $62.00
2.) Assistant: $50.00

B.) AFTER HOURS: (Weekends & Holidays)

1.) Technician: $93.00
2.) Assistant: $75.00

C.) PARTS:

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly ware. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 33 %

D.) WARRANTIES:

1.) All: all parts 1-year
all labor 30 days

E.) TIME OF RESPONSE

1.) Chillers within 2 (hrs)

SERVICING GENERAL HVAC EQUIPMENT

A.) NORMAL BUSINESS HOURS

1.) Technician: $62.00
2.) Assistant: $50.00

B.) AFTER HOURS (Weekends & Holidays)

1.) Technician: $93.00
2.) Assistant: $75.00

C.) PARTS

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly ware. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 33 %

D.) WARRANTIES

1.) All: all parts 1-year
all labor 30 days

E.) TIME OF RESPONSE

1.) General Equipment within 2 (hrs.)

F.) EMERGENCY EQUIPMENT

1.) Portable Chiller (per day) $356.00
(per week) $2394.00
(per month) $7448.00
2.) Hourly Rate: $62.00
3.) Set-up time & removal: one day each for set up and removal times
2 technicians

BIDDER'S/COMPANYNAME: Toromont Energy Systems

ADDRESS: 3150 N. Indiana

CITY: Brownsville STATE: TX ZIP CODE 78520

PHONE No. 877-877-3939 FAX No. 409-722-8893

SIGNATURE OF AUTHORIZED PERSON: Felix J. Word

PRINTED NAME: Felix J. Word TITLE: Service Supervisor Brnsv. Branch

E-MAIL ADDRESS: fword@toromontsystems.com

EXHIBIT "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2008

PRODUCER
Aon Risk Insurance Services West, Inc.
fka Aon Risk Services, Inc. of Arizona
1850 North Central Avenue
Suite 1700
Phoenix AZ 85004 USA

PHONE - (866) 283-7122 FAX - (847) 953-5390

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
Toromont Energy Systems Inc.
2140 Well Spring
Beaumont TX 77705 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Discover Property & Casualty Ins Co	36463
INSURER B:	Fidelity & Guaranty Ins Co	35386
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

SIR May Apply

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.

LIMITS SHOWN ARE AS REQUESTED

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 [X] PRO-JECT [X] LOC	D003Q00094	07/01/08	07/01/09	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$100,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$10,000,000
						PRODUCTS - COMP/OP AGG	$1,000,000
						SIR/Ded	$250,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	D003A00271 Automobile - AOS &TX	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	D003w00324 Workers' Compensation-AC	07/01/08	07/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	D003w00323 Workers' Compensation -	07/01/08	07/01/09	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

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

The County of Hidalgo is named as an Additional Insured excluding Workers Compensation and Employers Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Cancellation Provision shown herein is subject to shorter or

CERTIFICATE HOLDER

County of Hidalgo
Purchasing Dept.
100 E. Cano
4th. Floor
Admin. Bldg.
Edinburg TX 78539 USA

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 *Aon Risk Insurance Services West Inc.*

Holder Identifier :

Certificate No : 570029036068

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: SEPTEMBER 3, 2008 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Buildings and Grounds-"Service and Repairs of Chillers and General HVAC Equipment"

BID NO: 2008-322-09-03-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Carrier Sales & Industrial Services Attn: Rudy Cantu	EM/BLM	Sandra Montalvo	08/18/08	300 N. Alamo Rd Alamo, Tx 78516 361-289-0944 (office) 956-535-9940 (cell) rudy.cantu@carrier.utc.com
2). Trane Attn: Marvin Dodge	EMBLM	Sandra Montalvo	08/18/08	3650 Highpoint San Antonio, Tx 78217 210-657-0901 (office) 210-657-0627 (fax) marvin.dodge@trane.com
3.) Toromont Energy Systems Attn: Felix Word Mario Montemayor Ray Garcia	EM/BLM	Sandra Montalvo	08/18/08	12015 Barker Cypress Cypress, Tx 77433 1-877-877-3939 361-387-7044 (fax) 956-243-4325 (cell) Felix Word 956-243-0563 (cell)Mario rgarcia@toromontsystems.com fword@toromontsystems.com
4.) Johnson Controls Attn: Lonnie Cavazos	EM/BLM	Sandra Montalvo	08/18/08	1742 Gabriel Landing Harlingen, Tx 78550 956-535-2718 (o) 956-428-1591 (fax) adalberto.cavazos@jci.com
5.) Clean Air Solutions, LP Attn: Aaron Garcia	BLM/EM	Sandra Montalvo	08/18/08	111 Brand Lane Strafford, Tx 77477 1-877-599-4747 956-350-3781 (Cell) agarcia@caslp.com
6.) Pro Tech Mechanical Attn: Mike Kaestner	BLM	Mike Kaestner	08/18/08	5233 IH-37, Suite C-9 CORPUS CHRISTI, TX 78408 361-882-2102 (o) 361-438-0733 (cell)
7.) Heritage Service Group Attn: Amber Mahaffey	Requested via e-mail	Sandra Montalvo	08/20/08	5130 Executive Blvd. Ft. Wayne, IN 46808 Phone: (800) 458-5593 x 7954 Fax: (800) 800-4981 amberm@hfse.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-11112 **18.G.2.**

Replacement of Courthouse Generator
CC REGULAR

Date: 09/16/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

A. Presentation, discussion, consideration, acceptance and approval to seek proposals/needs assessment for a power generator as back up for the Hidalgo County Courthouse to include but not limited to quantity of backup required (i.e 1/2, 3/4 or ful support/capacity and preferably a generator that will work with natural gas); or in the alternative,

B. Approval to seek proposals/needs assessment to remove, rebuild, and reinstall existing generator.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 09/12/08 $39,651.82

Attachments

Link: B&G
Link: e mail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:41 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:48 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/12/2008 01:30 PM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Oscar Garza Started On: 09/10/2008 04:46 PM

Final Approval Date: 09/12/2008

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Tuesday, September 09, 2008 3:47 PM
To: Oscar Garza
Cc: Darlene Betancourt
Subject: FW: Courthouse Generator

Oscar, get on the agenda a request to seek proposals from any vendor, a generator to power the Hidalgo County Courthouse at ½, ¾, of full power. Depending on what the Hidalgo County Commissioners want.

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Monday, August 11, 2008 5:11 PM
To: Darlene Betancourt
Subject: FW: Courthouse Generator

I guess Oscar wanted a request from me stating that it was a formal request for generators, because he has nothing yet and we just had three power outages at the Hidalgo County Courthouse. Please, help to make sure that this item get on the agenda for next week as a request to seek proposals of a generator to power the courthouse at ½, ¾, or full power. Seeking proposals from state awarded vendors or anyone.

Oscar Garza

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Thursday, September 11, 2008 9:03 AM
To: Dale Kennan; raul.silguero@co.hidalgo.tx.us
Cc: Oscar Garza; Darlene Betancourt; Roy Quintanilha; Valde
Subject: Several Projects

No Records Found

1. The Hidalgo County Courthouse generator is not functioning, several options are included in the agenda request: (a) ½, ¾, or full power generator for the courthouse. (b) Funding source: 8-1100-419-220-001-0-431 approx. cost $200,000-$400,000 depending on size required. * **Funds for this project might be needed.**

2. The Hidalgo County Delta building (old jail cells). The County has two (2) options only : (a) *inspect* elevators for people use for $20,312.00, plus pay the previous fines for non-compliance on 1996, 1998, 1999, 2003, 2004, 2005, 2006, 2007, and 2008. Estimated cost in excess of $80,000.00. (b) inspect elevators and covert to material lifts only (no people) for $27,872.00 and have it inspected by a State Inspector quickly, then all fines will go away. (as per Chief Inspector State of Texas) Funding source: 8-1100-419-220-001-0-431 .***Funds for this project might be needed.**

3. The Hidalgo County Longoria Mansion. Precinct 3 has been pushing to get the building ready for Right of Way Department, if this is going to happen, Buildings and Grounds is requesting that an agenda item be placed on the Commissioner Agenda to be allowed to seek proposals for roof replacement. Funds will be needed for this project estimates are in excess of $300,000.00. Funds were requested thru CO's.

AI-11096 **18.G.3.**

Inspection of (2) Elevators at Old Jail Elevator & Delta Bldg (Hidalgo County Storage)

CC REGULAR

Date: 09/16/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

---

Information

CAPTION

Presentation by Daniel Flores, Director of Hidalgo County Bldgs. & Grounds for consideration, discussion, acceptance and approval for the following (2) elevators- Delta Section of the former (old) County Jail site located at 3100 S. Business Highway 281 in Edinburg, Tx to exercise the following options:

A. Inspect both elevators and re-certify both elevators for passenger use in an amount not to exceed $_____and to inlcude payment of previous fines for years: 1996, 1998, 1999, 2003, 2004, 2005, 2006, 2007, and 2008 with an estimated cost of $80,000.00.
B. Inspect both elevators and convert to material lifts (freight purposes only-no passengers) in an amount not to exceed $_____ and have them inspected by a State Inspector quickly and thus eliminating the imposition of (all) fines (as recommended by State Chief Inspector)

BACKGROUND

As requested by Daniel Flores Buildings & Grounds Director for review for Commissioners Court.

Awaiting official quote from TCPN. Approximate costs are $20,312.00 and $27,872.00 respectively.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 09/12/08 $39,651.82

Possible account for elevators (not including fines) 8-1336-419-40-220-027-0-431 with $22,965.00 available as of 09/12/08

Attachments

Link: e mail

Link: Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:28 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:43 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/12/2008 01:30 PM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Oscar Garza Started On: 09/10/2008 03:58 PM

Final Approval Date: 09/12/2008

Oscar Garza

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Thursday, September 11, 2008 9:03 AM
To: Dale Kennan; raul.silguero@co.hidalgo.tx.us
Cc: Oscar Garza; Darlene Betancourt; Roy Quintanilha; Valde
Subject: Several Projects

No Records Found

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2. The Hidalgo County Delta building (old jail cells). The County has two (2) options only : (a) *inspect* elevators for people use for $20,312.00, plus pay the previous fines for non-compliance on 1996, 1998, 1999, 2003, 2004, 2005, 2006, 2007, and 2008. Estimated cost in excess of $80,000.00. (b) inspect elevators and covert to material lifts only (no people) for $27,872.00 and have it inspected by a State Inspector quickly, then all fines will go away. (as per Chief Inspector State of Texas) Funding source: 8-1100-419-220-001-0-431 .***Funds for this project might be needed.**

3. The Hidalgo County Longoria Mansion. Precinct 3 has been pushing to get the building ready for Right of Way Department, if this is going to happen, Buildings and Grounds is requesting that an agenda item be placed on the Commissioner Agenda to be allowed to seek proposals for roof replacement. Funds will be needed for this project estimates are in excess of $300,000.00. Funds were requested thru CO's.

ThyssenKrupp Elevator

Repair Order

Date: August 29th, 2008

Attention:	County of Hidalgo - Buildings & Grounds	**Building:**	Delta Bldg. (Hidalgo Co. Storage)
Address:	100 East Cano	**Address:**	3100 S. Business 281
City:	Edinburg, Texas 78539	**City:**	Edinburg, Texas 78539
	Re: Material Lift Elevators	**Service contract #:**	TCPN Vendor #R-4679

Telephone: (956) 318-2626 Fax: (956) 318-2629

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

In accordance with TCPN (The Cooperative Purchasing Network) Pricing, we (ThyssenKrupp Elevator) propose to furnish labor and materials to accomplish the scope of work outlined below on Two (2) Elevators located at the above "Delta Building" for the sum of: $27,872.00 - Twenty-seven Thousand Eight Hundred Seventy-two no/100's dollars (taxes not included). A 25% Down Payment of $6,968.00 is required before any labor and/or materials can be ordered. Estimated time of repairs: One (1) week. Please allow 3 to 4 weeks for delivery of materials.

Scope of Work:

Clean down Elevator Hoistways and Pits, Adjust Car & Hall Doors and replace door parts as needed, add new 1st & 2nd Floor Hall Stations with "Push Stop/Pull Run" Switches, 1st & 2nd Floor "Send/Call" Push Buttons at each floor, Acid Etched Signage on Hall Stations that read "Material Lifts Only - No Passengers Allowed", Signage Inside Elevator Cabs that read "Material Lifts Only - No Passengers Allowed", remove "Door Hold Open" Buttons, "1st" & 2nd" Floor Car Call Push Buttons inside Elevator Cabs, change Jack Packings Seals, Sand Pistons as needed, & add Hydraulic Oil as needed.

*Note: Due to the fact that there is no electrical power to the Elevator Equipment it is impossible to tell if all of the components are in proper working order. If additional parts and/or material are needed a separate "Repair Order" will be submitted with pricing for approval.

*Note: No outside vendors are included in the price of this "Repair Order". Other sub-contractors may be needed to complete the above "Scope of Work" such as Electricians and/or Telecommunications Companies.

You agree to pay as follows: 25% down , balance upon completion.

This Repair Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator

Purchaser's acceptance of this Repair Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Repair Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Repair Order.

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No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

COUNTY OF HIDALGO

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405

By: _____
(Signature of ThyssenKrupp Elevator Representative)
Gregg Laznovsky
(956) 592-0210 cell

Date: _____

Approved by: _____

Title: Branch Manager Date: _____

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Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless ThyssenKrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against ThyssenKrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that ThyssenKrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorney's fees, costs of court and other expenses of litigation incurred by ThyssenKrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (pre-judgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest n such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of ThyssenKrupp Elevator under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

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AI-11100 **18.H.1.**

Licensed Professional Counselor(s)
CC REGULAR

Date: 09/16/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Requesting authority to advertise and approval of RFP Packet i.e. specifications, requirements, terms, conditions and draft contract document (approved as to form by legal counsel) for: RFP-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Couselor(s) Existing Pool".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-60-330-002-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 09/12/08 $7,375.00

Attachments

Link: EXHIBIT "A" REQUIREMENTS

Link: EXHIBIT "B" EVALUATION

Link: DRAFT CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:29 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 10:18 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/12/2008 11:38 AM	APRV
4	Becky Morales		09/12/2008 05:37 PM	NEW

Form Started By: Vangie Garcia Started On: 09/10/2008 04:11 PM

Final Approval Date: 09/12/2008

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

Service Contract
C-

THIS AGREEMENT is made effective the _____day of ____, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and _____, LPC (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

W I T N E S S E T H:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

DRAFT

(c) Conducting "Psychological Examinations" of the Clients as required by the Department;

(d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

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acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $____ Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $____ Maximum/Per Hour

f) Consultation Fee Per Hour – $____ Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

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services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

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penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

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decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

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

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

If to Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: _____
_____
_____

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

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

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

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:_____ DATE:_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ DATE:_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ DATE:_____

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AI-11128 **18.I.1.**

ROW-WA #s 1 & 2- Professional Appraisal Services Inc - C-08-166-07-08 CC REGULAR

Date: 09/16/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Right of Way

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization #1 in the amount of $2,500.00 with Professional Appraisal Service, Inc for the purposes of "Miscellaneous Right of Way Acquisition Projects" for "Two (2) Parcels out of Western Palms Subdivision" in connection to Contract No. C-08-166-07-08.
B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization #2 in the amount of $1,250.00 with Professional Appraisal Service, Inc. for the purposes of "Miscellaneous Right of Way Acquisition Projects" for "One (1) Parcel known as Parcel 119 Mile 2 West Road, CSJ 0921-02-170" in connection to Contract No. C-08-166-07-08.

BACKGROUND

Letter of Request by the ROW Dept.
Work Authorization No 1
Work Authorization No 2

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 9-12-08 $612,026.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-712
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance $80,000 as of 09/12/08

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-121-040-0-711
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending transfer on 08/23/08.

Attachments

Link: WA #s 1 & 2- Professional Appraisal Services

Link: WA#1-Prof App Svc Inc

Link: WA #2-Prof App Svc Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:41 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 10:19 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2008 11:32 AM	APRV
4	Becky Morales		09/12/2008 05:37 PM	NEW

Form Started By: Letty Saenz — Started On: 09/11/2008 09:37 AM

Final Approval Date: 09/12/2008

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

September 8, 2008

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

Re: C-08-166-07-08

Dear Ms. Saenz,

Enclosed please find two (2) original copies of Work Authorization No. 1 and Work Authorization No. 2 for Professional Appraisal Services, Inc. Please prepare item for presentation at the next Commissioners' Court meeting at your earliest convenience.

Should you have any questions, please feel free to contact my office at 956-283-8134.

Sincerely,

Jose N. Pena, Director
Hidalgo County Right of Way Department

Encl: Work Authorization No. 1
Work Authorization No. 2

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

HIDALGO COUNTY

Professional Appraisal Services
Contract No. C-08-166-07-08
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and "**Professional Appraisal Services, Inc.**", professional appraiser Hidalgo County, Texas, hereinafter called "**Appraiser**".

PART 1. SCOPE OF WORK
The purpose of this work authorization is for the **Appraiser** to provide appraisal services for: **two (2) parcels out of Western Palms Subdivision. The appraisals will include a partial acquisition of two (2) subdivided lots and the reports will be prepared in a narrative format. Fees and report formats will be based on the above referenced contract. Amendments to the original Scope of Work will be based on Section 7 and Exhibit B of the contract (Section 7. Amendments and Section B fee schedule).**

PART 2. ESTIMATED COST
The estimated cost for services under this work authorization is **$2,500**. This amount is based upon the costs outlined in the above referenced contract. The Type of Service is an appraisal of "Land, Residence or Small Commercial, no damages" and the price per parcel is $1,250.

PART 3. PAYMENT
Compensation and payment to the appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No: **8-1200-431-00-260-001-0-711**
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of project or scopes of the work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGMENT AND CONFIRMATION

Acknowledgment and confirmation by Hidalgo County Right of Way Department, Jose N. Pena, Director, as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY RIGHT OF WAY

BY_____
Joe N. Pena, Right of Way Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2008.

THE APPRAISER:
PROFESSIONAL APPRAISAL SERVICES, INC.

John H. Malcom, Jr., President

THE OWNER:
HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"	Service to be Provided by the Appraiser
ATTACHMENT "B"	Payment / Fee Schedule
ATTACHMENT "C"	Insurance Requirements provided by Appraiser

ATTACHMENT "A" - SERVICE TO BE PROVIDED BY APPRAISER

Type of Service:	Right of Way Acquisition Appraisals
Number of Parcels:	Two parcels
Project:	Western Palms Subdivision
Type Acquisition:	Partial taking for road right of way
Report Type:	Report format acceptable to Hidalgo County Right of Way Department
Owner Contact:	Certified letter
No. Copies:	5 copies
Delivery:	Reasonable period as specified by Hidalgo County Right of Way Department and Professional Appraisal Services, Inc.

ATTACHMENT "B" - PAYMENT AND FEE SCHEDULE

Type of Service	Fee Schedule
Land, residence or small commercial, no damages	$1,250/parcel
Residence with damages	$1,850/parcel
Small commercial w/damages	$2,550/parcel
Large commercial with/without damages	by agreement
Whole taking, land only, single parcel	$1,550/parcel
Whole taking, commercial up to box retail	$3,550/parcel
Revised reports (no change in date of appraisal)	$300/parcel
Update appraisals (w/in 14 months of original)	½ original fee
Condemnation Hearings	
Hourly Rates in 2008 Hourly Rates in 2009	$175/hour $200/hour

Work Authorization No. 1 will include a partial acquisition of 2 parcels. No damages are indicated and the fee for each appraisal is $1,250.

Report revisions are $300/parcel (if needed) and updated reports are ½ of the original fee (if needed). Condemnation hearing and preparation will be billed at $175/hour, if needed.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2008

PRODUCER	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.	
Leo Rodriguez 740 Nolana, Suite #4 McAllen, TX. 78504	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: State Farm Lloyds 43419	
Professional Appraisals, Inc. 1105 Tamarack Ave. McAllen, TX. 78501	INSURER B: State Farm Fire and Casualty Company 25143	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY	90-KL-8573-0	02/02/08	02/02/09	EACH OCCURRENCE	$ 1,000,000.00
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 1,000,000.00
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000.00
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-BB-5583-3	06/09/08	06/09/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000.00
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000.00
						E.L. DISEASE - POLICY LIMIT	$ 500,000.00
		OTHER					

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

PROFESSIONAL APPRAISAL

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO 2802 S BUSINESS HWY 281 EDINBURG, TX. 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 14 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 Leo Rodriguez By: Monica C.

ACORD 25 (2001/08)

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ACORD

DATE (MM/DD/YY) 06/11/08

PRODUCER

STATE FARM INSURANCE

DON AUSMUS AGENT
2021 NOLANA ST
MCALLEN, TX 78504-4165
OFFICE: (956) 630-2938
FAX: (956) 686-7262
DON@DONAUSMUS.COM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Professional Appraisal Services, Inc
P.O. Box 3722
McAllen, TX 78502

COMPANIES AFFORDING COVERAGE

COMPANY A: State Farm Mutual

COMPANY B:

COMPANY C:

COMPANY D:

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	[ ] CLAIMS MADE [ ] OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	[X] ANY AUTO	122 4750-53	06/11/08	12/11/08		
	[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 500,000
	[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 500,000
	[ ] HIRED AUTOS				PROPERTY DAMAGE	$ 100,000
	[ ] NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] UMBRELLA FORM				AGGREGATE	$
	[ ] OTHER THAN UMBRELLA FORM					$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				[ ] STATUTORY LIMITS [ ] OTHER	
	THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICER/MB ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of Hidalgo is shown as an Additional Insured.

CERTIFICATE HOLDER

Hidalgo County

100 E. Cano
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ER PROFA-1 | DATE (MM/DD/YY) 06/12/08

PRODUCER

William Gammon Insurance
1615 Guadalupe
Austin TX 78701
Phone: 512-477-6745

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Professional Appraisal Svc Inc
PO Box 3722
McAllen TX 78502

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Columbia Casualty Ins. Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Errors & Omissions	I163012B54781	06/15/08	06/15/09	Limit	1,000,000
						Deductibl	10,000

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

CERTIFICATE HOLDER

HIDAL-2

Hidalgo County
100 E Cano
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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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.

HIDALGO COUNTY

Professional Appraisal Services
Contract No. C-08-166-07-08
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and "**Professional Appraisal Services, Inc.**", professional appraiser Hidalgo County, Texas, hereinafter called "**Appraiser**".

PART 1. SCOPE OF WORK
The purpose of this work authorization is for the **Appraiser** to provide appraisal services for: **one (1) parcel identified as Parcel 119 Mile 2 West Road, CSJ 0921-02-170, Board of Directors Texas A & M University System, Trustee. The appraisal will include a partial acquisition of a strip acquisition from a larger property. The appraisal report will be prepared in a narrative format. Fees and report formats will be based on the above referenced contract. Amendments to the original Scope of Work will be based on Section 7 and Exhibit B of the contract (Section 7. Amendments and Section B fee schedule).**

PART 2. ESTIMATED COST
The estimated cost for services under this work authorization is **$1,250**. This amount is based upon the costs outlined in the above referenced contract. The Type of Service is an appraisal of "Land, Residence or Small Commercial, no damages" and the price per parcel is $1,250.

PART 3. PAYMENT
Compensation and payment to the appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:
Account No: **8-1200-431-00-260-001-0-711**
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of project or scopes of the work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGMENT AND CONFIRMATION

Acknowledgment and confirmation by Hidalgo County Right of Way Department, Jose N. Pena, Director, as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY RIGHT OF WAY

BY: _____
Joe n. Pena, Right of Way Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE APPRAISER:
PROFESSIONAL APPRAISAL SERVICES, INC.

_____
John H. Malcom, Jr., President

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"	Service to be Provided by the Appraiser
ATTACHMENT "B"	Payment / Fee Schedule
ATTACHMENT "C"	Insurance Requirements provided by Appraiser

ATTACHMENT "A" - SERVICE TO BE PROVIDED BY APPRAISER

Type of Service:	Right of Way Acquisition Appraisal
Number of Parcels:	One parcel
Project:	Mile 2 West Road
Type Acquisition:	Partial taking for road right of way
Report Type:	Report format acceptable to Hidalgo County Right of Way Department
Owner Contact:	Certified letter
No. Copies:	5 copies
Delivery:	Reasonable period as specified by Hidalgo County Right of Way Department and Professional Appraisal Services, Inc.

ATTACHMENT "B" - PAYMENT AND FEE SCHEDULE

Type of Service	Fee Schedule
Land, residence or small commercial, no damages	$1,250/parcel
Residence with damages	$1,850/parcel
Small commercial w/damages	$2,550/parcel
Large commercial with/without damages	by agreement
Whole taking, land only, single parcel	$1,550/parcel
Whole taking, commercial up to box retail	$3,550/parcel
Revised reports (no change in date of appraisal)	$300/parcel
Update appraisals (w/in 14 months of original)	½ original fee
Condemnation Hearings	
Hourly Rates in 2008 Hourly Rates in 2009	$175/hour $200/hour

Work Authorization No. 2 will include a partial acquisition of 1 parcel. No damages are indicated and the fee for the appraisal is $1,250.

Report revisions are $300/parcel (if needed) and updated reports are ½ of the original fee (if needed). Condemnation hearing and preparation will be billed at $175/hour, if needed.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2008

PRODUCER
Leo Rodriguez
740 Nolana, Suite #4
McAllen, TX. 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Lloyds 43419	
INSURER B: State Farm Fire and Casualty Company 25143	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Professional Appraisals, Inc.
1105 Tamarack Ave.
McAllen, TX. 78501

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY	90-KL-8573-0	02/02/08	02/02/09	EACH OCCURRENCE	$ 1,000,000.00
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 1,000,000.00
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000.00
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-BB-5583-3	06/09/08	06/09/09	WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000.00
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000.00
						E.L. DISEASE - POLICY LIMIT	$ 500,000.00
		OTHER					

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

PROFESSIONAL APPRAISAL

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG, TX. 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 14 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 Leo Rodriguez By: NoelaC

© ACORD CORPORATION 1988

ACORD

DATE (MM/DD/YY) 06/11/08

PRODUCER

STATE FARM INSURANCE

DON AUSMUS AGENT
2021 NOLANA ST
MCALLEN, TX 78504-4165
OFFICE: (956) 630-2938
FAX: (956) 686-7282
DON@DONAUSMUS.COM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Professional Appraisal Services, Inc
P.O. Box 3722
McAllen, TX 78502

COMPANIES AFFORDING COVERAGE

COMPANY A: State Farm Mutual

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	[ ] CLAIMS MADE [ ] OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	[X] ALL OWNED AUTOS	122 4750-53	06/11/08	12/11/08	BODILY INJURY (Per person)	$ 500,000
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS				PROPERTY DAMAGE	$ 100,000
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				[ ] STATUTORY LIMITS [ ] OTH-ER	
	THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICER/S ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of Hidalgo is shown as an Additional Insured.

CERTIFICATE HOLDER

Hidalgo County

100 E. Cano
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ER PROFA-1 | 06/12/08

PRODUCER

William Gammon Insurance
1615 Guadalupe
Austin TX 78701
Phone: 512-477-6745

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Professional Appraisal Svc Inc
PO Box 3722
McAllen TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Errors & Omissions	I163012B54781	06/15/08	06/15/09	Limit	1,000,000
						Deductibl	10,000

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

CERTIFICATE HOLDER

HIDAL-2

Hidalgo County
100 E Cano
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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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.

AI-11093 **18.J.1.**

Emergency Roof Repairs to County Clerks Warehouse located at 317 N. Closner Edinburg, Tx

CC REGULAR

Date: 09/16/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

A. Presentation, discussion, consideration and approval to award the proposal received from Herrera and Hunt, Inc. meeting all specifications and/or requirements (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded jocs or construction service vendors) for the provision of labor, material and related accessories, including , but not limited to, "Emergency Roof Repairs to County Clerks Warehouse located at 317 N. Closner in Edinburg, TX in an amount not to exceed $84,779.00 which includes Alternate #1 and 3.(Bid No.08-313); and, if approved,
B. Authority to cancel the publication/advertisement of a request for bids for same project previously approved by CC as a procurement options inasmuch as job order contractor proposal is most advantageous to the County due to the urgency to affect roof repairs and thus preserve and protect records

BACKGROUND

As per interviews with proposer's the Hidalgo County Clerks Office has selected Herrera & Hunt as the lowest proposal meeting all requirements.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-002-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

As per County Clerks office funds have been appropriated for proposed project under Acct. #8-1100-415-40-180-002-0-431 and currently has $1,162,172.77 as of 09/10/08 as per our PO Administrator.

Attachments

Link: 08-313

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:17 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:42 AM	APRV

3	Erika Reyna	Erika Reyna	09/12/2008 08:53 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Oscar Garza

Started On: 09/10/2008 03:14 PM

Final Approval Date: 09/12/2008

To: Marty Salazar, Purchasing Director

From: Hidalgo County Clerk

Date: September 8, 2008

Re: Roof Repair Vendor Selection

After reviewing the proposals for the repair of the roof at the new document storage facility, we have selected Herrera and Hunt Inc.; we are basing our decision on the product and price that accommodates our budget. Additionally, we are requesting you move forward with Commissioner's Court approval in order to initiate the project.

Thank you for your attention and assistance on this matter. If you have questions, please contact me at 956 318-2100 ext. 6193.

Sincerely,

Noe Lopez Jr.
Office Manager
Hidalgo County Clerks

SIGN – IN LOG
"Emergency Roof Repair To County Clerks Warehouse"
PROJECT NO: #2008-313
Meeting Reference Bid Tabulations
FRIDAY SEPTEMBER 05, 2008 @ 10:00 AM

NAME	COMPANY
Noe Lopez JR.	County Clerks
Daniel Flores	B76
Jabi Carreon	B76
Armando Perez Jr.	County Clerks
Oscar Garza	Purchasing

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY –BUILDINGS & GROUNDS	
BID OPENING DATE: SEPTEMBER 03, 2008	**BID OPENING TIME: 2:30 PM**

DESCRIPTION OF BID: "EMERGENCY REPAIRS TO COUNTY CLERKS WAREHOUSE LOCATED AT 317 NORTH CLOSNER, EDINBURG, TX."

BID NO: 2008-313-09-03-OGG	**PROCURMENT SPECIALIST: OSCAR GARZA**

BID # RFB#	NAME OF COMPANY		TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	CLEAN AIR SOLUTIONS	BASE BID	95,143.00	N/A
#2		ALTERNATE #1	17,530.00	N/A
#3		ALTERNATE #2	11,050.00	N/A
#4		ALTERNATE #3	~~0~~	N/A
#5				
#6	HERRERA & HUNT LLC.	BASE BID	150,877.00	N/A
#7		ALTERNATE #1	77,707.00	N/A
#8		ALTERNATE #2	9,770.00	N/A
#9		ALTERNATE #3	7,072.00	N/A
#10				

Copies Received by County Clerks & Buildings & Grounds

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-BUILDINGS & GROUNDS

"Emergency Roof Repairs to County Clerks Warehouse located at
317 N. Closner Edinburg, Tx "
RFP # 08-313- 09-03-OGG

SCOPE OF WORK DESCRIPTION:

BASE BID:
Construction consists of roof repairs to "Emergency Roof Repairs to County Clerks Warehouse located at 317 N. Closner Edinburg, Tx " as described in Exhibit "A" as described in Attachment "A" to include but not limited to labor, materials, equipment and any other appurtenances as needed to eliminate existing water leaks. Base bid is to include any removal of skylights, antennas and any related equipment not in use is be eliminated and disposed of as discussed at walk thru August 28, 2008

ALTERNATE #1:
Price to include Premium Coat sustainable roofing and waterproofing system and/or equal.

ALTERNATE #2:
Removal of Canopy completely; to include wall finish matching existing façade currently on the building.

ALTERNATE #3:
Repair existing canopy with new roof with same like and quality of newly proposed roof.

BASE BID PRICE:		$ 150,877.00
ALTERNATE #1: - Hydro stop	*	$ 77,707.00
ALTERNATE #2:		$ 9,770.00
ATLERNATE #3:	*	$ 7,072.00

BIDDER/COMPANY NAME: Herrera & Hunt Inc

ADDRESS: 1837 Cisco Drive

CITY/STATE/ZIP CODE: Los Fresnos Texas 78566

PHONE & FAX NO.'S: 956-459-1696 - 956-233-5856

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Keith F Hunt

TITLE: President

AI-11098 **18.K.1.**

SOQ - BCAP PCT NO 2 ENG SERVICES
CC REGULAR

Date: 09/16/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.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 Engineering Services in connection with Hidalgo County BCAP Round III Projects: McColl Estates & Las Milpas Subd;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Hidalgo County BCAP Round III Projects: McColl Estates & Las Milpas Subd;
1st._____; 2nd._____;
3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for the Subdivided of land for Hidalgo County BCAP Round III Projects: McColl Estates & Las Milpas Subd.
D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County BCAP Round III Projects: Miller Resubdivision Lot A & Esperanza Estates;
E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Hidalgo County BCAP Round III Projects Miller Resubdivision Lot A & Esperanza Estates;
1st._____; 2nd._____;
3rd._____;
F. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for the Subdivided of land for Hidalgo County BCAP Round III Projects Miller Resubdivision Lot A & Esperanza Estates.
G. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County BCAP Round III Projects: Los Encinos I & Los Encinos II;
H. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with

professional Engineering Services required for Hidalgo County BCAP Round III Projects: Los Encinos I & Los Encinos II;
1st._____; 2nd._____;
3rd._____;
I. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for the Subdivided of land for Hidalgo County BCAP Round III Projects: Los Encinos I & Los Encinos II.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-431-00-122-XXX-X-334

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

BUDGETARY IMPACT:

Border Colonia Access Program Round III Arch & Eng. Services Budget (Obj 334 expense report attached).

Project Name	Account#	Ava. Budget
McColl Estates	8-1312-431-00-122-454-0-334	$16,626.81
Las Milpas	8-1312-431-00-122-413-0-334	$17,407.93
Miller Resubdivision	8-1312-431-00-122-465-1-334	$12,643.31
Esperanza Estates	8-1312-431-00-122-262-0-334	$18,648.61
Los Encinos I	8-1312-431-00-122-890-0-334	$7,829.76
Los Encinos II	8-1312-431-00-122-891-0-334	$20,175.28

Attachments

Link: GRIDS

Link: Pct 2 Obj 334 expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:29 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:44 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/12/2008 09:59 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Laura Moya Started On: 09/10/2008 04:02 PM

Final Approval Date: 09/12/2008

HIDALGO COUNTY BCAP Round III

FOR

McColl Estates & Las Milpas Subdivision
Miller Resubdivision Lot A & Esperanza Estates
Los Encinos I & Los Encinos II

GRIDS

McColl Estates & Las Milpas Subdvision

	R. Gutierrez Engineering, Inc	Flores Engineers	Rodriguez Engineering
Evaluator No 1	100	79	89
Total Scores			
RANKING by Commissioner's Court			

Miller Resubdivision Lot A & Esperanza Estates

	Dos Logistics	RE Garcia & Associates	Barrera Infrastructure Group
Evaluator No 1	98	87	88
Total Scores			
RANKING by Commissioner's Court			

Los Encinos I & Los Encinos II

	Izaguirre Engineering Group	Sigler, Winson, Greenwood & Associates, Inc.	KK Engineering Consultant
Evaluator No 1	96	92	90
Total Scores			
RANKING by Commissioner's Court			

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-154-0-334	CITRIANA VILLAGE-ENG & ARCH SRV	.00	44,375.45	.00	.00	44,375.45	.00
8-1312-431-00-122-262-0-334	ESPERANZA ESTATES-ENG & ARCH SRVS	.00	18,648.61	.00	.00	18,648.61	.00
8-1312-431-00-122-413-0-334	LAS MILPAS-ENGINEER & ARCHITECT SRVS	.00	17,407.93	.00	.00	17,407.93	.00
8-1312-431-00-122-454-0-334	MCCOLL ESTATES-ENG & ARCH SERVICES	.00	16,626.81	.00	.00	16,626.81	.00
8-1312-431-00-122-460-1-334	MESQUITE ACRES-ENGINEER & ARCH SRVS	.00	20,675.95	.00	.00	20,675.95	.00
8-1312-431-00-122-465-1-334	MILLER RESUB LOT A-ENGINEER & ARCH SRVS	.00	12,643.31	.00	.00	12,643.31	.00
8-1312-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	.00	41,627.62	.00	.00	41,627.62	.00
8-1312-431-00-122-890-0-334	LOS ENCINOS #1-ENGINEER & ARCHITECT SRVS	.00	7,829.76	.00	.00	7,829.76	.00
8-1312-431-00-122-891-0-334	LOS ENCINOS #2-ENG & ARCH SERVICES	.00	20,175.28	.00	.00	20,175.28	.00
8-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH-ENG & ARCH SRVS	.00	33,142.82	.00	.00	33,142.82	.00
8-1312-431-00-122-937-0-334	ALDAMAS 1 & 2-ENG & ARCH SERVICES	.00	47,521.38	.00	.00	47,521.38	.00
8-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT-ENG & ARCH SRVS	.00	19,424.96	.00	.00	19,424.96	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**300,099.88**	**.00**	**.00**	**300,099.88**	**.00**
8 YEAR		**.00**	**300,099.88**	**.00**	**.00**	**300,099.88**	**.00**

AI-11060 **18.K.2.**

Application for payment No 2 Chula Vista and Walton Subivision
CC REGULAR

Date: 09/16/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for payment No. 2 in the amount of $47,316.15 from Asago Construction, contracted vendor for Chula Vista and Walton Subdivision submitted by Hinojosa Engineering.
C-CAP-08-007-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-837-0-734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
po 605322

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-837-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
po 605322

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-152-1-734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
po 605322

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-152-1-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
po 605322

FISCAL YEAR: **ACCT. #:** 8-1203-431-00-123-005-0-734

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

BUDGETARY IMPACT:

po 605322

FISCAL YEAR: **ACCT. #:** 8-1203-431-00-123-005-0-733

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

BUDGETARY IMPACT:

po 605322

Attachments

Link: pymt no 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	09/10/2008 01:33 PM	APRV
2	Purchasing Department	Marty Salazar	09/10/2008 01:55 PM	APRV
3	Budget & Management	Veronica Lopez	09/10/2008 02:25 PM	APRV
4	Erika Reyna	Erika Reyna	09/11/2008 11:11 AM	APRV
5	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Marcie Jackson Started On: 09/09/2008 01:54 PM

Final Approval Date: 09/12/2008

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: CAP-08-007-03-26 LRM
Project: Road and Drainage Construction of Chula Vista and Walton Subdivision
OWNER's Contract No. CAP-08-007-03-06 ENGINEER's Project No. 06-192 and 06-204
For Work accomplished through the date of: 8/31/2008

1.	Original Contract Price:		$ 175,471.85
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 175,471.85
4.	Total completed and stored to date:		$ 127,334.35
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 12,733.44	
	0% of stored material:	$ -	
	Total Retainage:		$ 12,733.44
6.	Total completed and stored to date less retainage (4 minus 5):		$ 114,600.92
7.	Less previous Application for Payments:		$ 67,284.77
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):** PO# 605322		$ 47,316.15

Accompanying Documentation: 8.1311.431.00.123.837.0.734 - $6,468.00
8.1311.431.00.123.837.0.733 - $4,850.00 = $52,573.50
8.1311.431.00.123.152.1.734 - $33,615.50 <-5,257.35>
8.1311.431.00.123.152.1.733 - $7,840.00 $47,316.15

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 9/4/08 Asago, LLC dba Asago Construction
CONTRACTOR
By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 3 day of September, 2008

[signature]
Notary Public
My Commission expires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-03-08 HINOJOSA ENGINEERING INC
ENGINEER
By: [signature]

INVOICE RECEIVED BY:
[signature] ON 9/5/08
GOODS/SERVICES RECEIVED BY:
[signature] ON 8/31/08

Engineer: Hinojosa Engineering, Inc.
Contractor: Asago Construction
Retainage Percent: 10%
Starting Date:

Summary

Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1	Application No.2	Application No.3	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
AP 08-007-03-26 LP	Chula Vista and Walton Subdivision	$175,471.85	$175,471.85	$74,760.85	$52,573.50	$0.00	$127,334.35	$48,137.50	$12,733.44	$114,600.92	$67,284.77	$47,316.15
	TOTALS:						$127,334.35	$48,137.50	$12,733.44	$114,600.92	$67,284.77	$47,316.15

Estimate Quantity Update Worksheet
Walton Subdivision and Chula Vista Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-007-03-26 LRM
Contractor: Asago Construction

						RFP 1			RFP 2		
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
WALTON SUBDIVISION											
Roadway											
100	Preparing ROW	12.36	STA	$ 750.00	$9,270.00	12.36	12.36	$9,270.00	0	12.36	$0.00
134	Backfill	12.36	STA	$ 750.00	$9,270.00	12.36	12.36	$9,270.00	0	12.36	$0.00
247	Flex Base (8")	854.45	CY	$ 5.00	$4,272.25	854.45	854.45	$4,272.25	0	854.45	$0.00
251	Reworking Base Material (DC) (TY D CL2)	854.44	CY	$ 5.00	$4,272.20	854.44	854.44	$4,272.20	0	854.44	$0.00
310	Prime Coat (MC-30)	663.40	GAL	$ 6.00	$3,980.40	663.4	663.4	$3,980.40	0	663.4	$0.00
340	Asphalt Concrete Pavment Type "D"	3,317.00	SY	$ 10.00	$33,170.00	3317	3317	$33,170.00	0	3317	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	1	1	$1,000.00	0.5	1.5	$500.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	72	72	$2,880.00	0	72	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	0	0	$0.00	72	72	$1,440.00
5249	Temp Sediment Control Fence	182.00	LF	$ 8.00	$1,456.00	182	182	$1,456.00	0	182	$0.00
5249	Temp Sediment Control Fence (Remove)	182.00	LF	$ 4.00	$728.00	0	0	$0.00	182	182	$728.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 50.00	$3,600.00	0	0	$0.00	72	72	$3,600.00
Drainage											
464	RCP (CL III) (18")	48	LF	$ 25.00	$1,200.00	48	48	$1,200.00	0	48	$0.00
464	RCP (CL III) (15")	166	LF	$ 15.00	$2,490.00	166	166	$2,490.00	0	166	$0.00
467	Safety End Treatment	2	EA	$ 750.00	$1,500.00	2	2	$1,500.00	0	2	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	194	SY	$ 25.00	$4,850.00	0	0	$0.00	194	194	$4,850.00
				SUBTOTAL	$85,878.85		**Totals:**	$74,760.85		**Totals:**	$11,118.00
							Roadway:	$69,570.85		Roadway:	$6,268.00
							Drainage:	$5,190.00		Drainage:	$4,850.00

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
CHULA VISTA SUBDIVISION											
Roadway											
100	Preparing ROW	14.45	STA	$ 650.00	$9,392.50	0	0	$0.00	14.45	14.45	$9,392.50
134	Backfill	14.45	STA	$ 600.00	$8,670.00	0	0	$0.00	14.45	14.45	$8,670.00
247	Flex Base (8")	999.00	CY	$ 4.00	$3,996.00	0	0	$0.00	999	999	$3,996.00
251	Reworking Base Material (DC) (TY D CL2)	999.00	CY	$ 3.00	$2,997.00	0	0	$0.00	999	999	$2,997.00
310	Prime Coat (MC-30)	839.70	GAL	$ 5.00	$4,198.50	0	0	$0.00	0	0	$0.00
340	Asphalt Concrete Pavment Type "D"	4,127.00	SY	$ 7.00	$28,889.00	0	0	$0.00	0	0	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	0	0	$0.00	1	1	$1,000.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	0	0	$0.00	72	72	$2,880.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	0	0	$0.00	0	0	$0.00
5249	Temp Sediment Control Fence	780.00	LF	$ 6.00	$4,680.00	0	0	$0.00	780	780	$4,680.00
5249	Temp Sediment Control Fence (Remove)	780.00	LF	$ 3.00	$2,340.00	0	0	$0.00	0	0	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 25.00	$1,800.00	0	0	$0.00	0	0	$0.00
Drainage											
464	RCP (CL III) (18")	40	LF	$ 20.00	$800.00	0	0	$0.00	40	40	$800.00
464	RCP (CL III) (15")	604	LF	$ 10.00	$6,040.00	0	0	$0.00	604	604	$6,040.00
467	Safety End Treatment	2	EA	$ 500.00	$1,000.00	0	0	$0.00	2	2	$1,000.00
530	Driveways (Ty PRB-1) (ACP) (1")	598	SY	$ 15.00	$8,970.00	0	0	$0.00	0	0	$0.00
				SUBTOTAL	$89,593.00		Totals:	$0.00		Totals:	$41,455.50
							Roadway:	$0.00		Roadway:	$33,615.50
							Drainage:	$0.00		Drainage:	$7,840.00

PROJECT TOTAL	$175,471.85	Project Totals:	$74,760.85	Project Totals:	$52,573.50
		Roadway	$69,570.85	Roadway	$39,883.50
		Drainage:	$5,190.00	Drainage:	$12,690.00

TOTAL to DATE:

Roadway:	$109,454.35
Drainage:	$17,880.00
Total:	$127,334.35

Prepared and Checked by:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 9-03-08

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County
to furnish Road and Drainage Construction
in connection with certain improvements to real property located in Chula Vista and Walton Subdivision
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Road and Drainage Construction at Chula Vista Subdivision and Walton Subdivision.

In consideration of Pay Estimate No. 2 in the amount of Forty-Seven Thousand Three Hundred Sixteen 15/100 DOLLAR ($47,316.15) 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 bills 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.

Asago, LLC, dba Asago Construction
CONTRACTOR

By: [signature] V. Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 31st day of August, 2009, to certify which witness my hand and seal of office.

ANNELIZ STOUT
Notary Public
STATE OF TEXAS
My Comm. Exp. Sep. 20, 2011

[signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

Form 339 (Rev. 12-93)
Page 1 of 1
(DSD-SPC Word 97)

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR Asago, L.L.C., d.b.a. Asago Construction

PROJECT NO. 605322 COUNTY Hidalgo County DATE WORK BEGAN 7/3/08

TIME COMPUTED FROM 8/1/08 - 8/31/08 DATE WORK COMPLETED

MONTH	DATE OR DATE	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
August	1	1	29
	2	1	30
	3	1	31
	4	1	32
	5	1	33
	6	1	34
	7	1	35
	8	1	36
	9	1	37
	10	1	38
	11	1	39
	12	1	40
	13	1	41
	14	1	42
	15	1	43
	16	1	44
	17	1	45
	18	1	46
	19	1	47
	20	1	48
	21	1	49
	22	1	50
	23	1	51
	24	1	52
	25	1	53
	26	1	54
	27	1	55
	28	1	56
	29	1	57
	30	1	58
	31	1	59
TOTALS			

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE 59

ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY $ 250 TOTAL $ 0

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDATE. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONAL CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1999

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"

RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

August 31, 2008

Mr. Reynaldo Robles, P.E.
Hinojosa Engineering
108 W. 18th St.
Mission, TX 78572

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at Chula Vista and Walton Subdivision
P.O.: 605322

Mr. Robles:

The following is the list of suppliers used in the above mentioned project as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83, Mission TX 78572	956-584-5770
Valley Caliche Products	P.O. Box 1086, Mission, TX 78573	956-581-2751
Nueces Power Equipment	5220 Exp 281 S., Edinburg, TX 78539	956-702-0066

If you have any questions, please call me at (956) 607-0741

Best Regards,

Raul Iglesias, Manager

AI-11043 **18.K.3.**

Work Authorization No. 1 CAP Pct. 3
CC REGULAR

Date: 09/16/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Work Authorization #1 with Javier Hinojosa Engineering for the provision of the following engineering services for Plans, Specifications and Estimate (PS&E) plus Construction Inspection for Rounds I and II funded Proposition - Border Colonia Access Program Projects of Hidalgo county Precinct No. 3 with a proposed estimated fee of $91,800.49.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
Round I: PO # 516477

Funding available

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

BUDGETARY IMPACT:
Round II: PO # 562661

Funding available

Attachments

Link: Work Authorization No.1 Pct. 3

Link: additional documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2008 05:15 PM	APRV

2	Budget & Management	Veronica Lopez	09/12/2008 07:41 AM	APRV
3	Erika Reyna	Erika Reyna	09/12/2008 08:45 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	PEND

Form Started By: Marcie Jackson Started On: 09/08/2008 03:22 PM

Final Approval Date: 09/12/2008

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-016-05-06
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round I and II funded Proposition - Border Access Colonia Program Projects of Hidalgo County Precinct No. 3 as identified in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$91,800.49.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "A".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "D1" - Fee Breakdown

ATTACHMENT "A" - Estimated Cost Proposal

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee = **$91,800.49**

ATTACHMENT "A"
BORDER COLONIA ACCESS PROGRAM ROUND I and II
September 4, 2008

Precinct Number Three Colonia Name		Engineering Fee Balance
Round I		
1. Carlos Acres - Carlos Circle	:	$3,054.93
2. Hilda - Ester	:	$1,047.95
3. La Palma - Datil & Farmosa	:	$1,437.46
4. Los Ebanos - Various	:	$5,192.48
5. North County Estates 2 - Diosa Lane	:	$352.37
6. North County Estates 2 - Earth Lane	:	$352.37
7. Basham #16 - Exterior County	:	$617.02
Total Round I	:	**$12,054.58**
Round II		
1. Amber Land - Amberland Road	:	$1,317.03
2. Barney Groves - Street A Road	:	$865.37
3. Casa De Los Vecinos - Drainage	:	$7,882.60
4. El Sol #1 - Alaska Street, Ohio Street& New Mexico Street	:	$4,864.75
5. El Sol #2 - Cerda Blvd., Nevada Street & Montana Street	:	$6,103.13
6. Havana - 1st Street, 2nd Street & 3rd Street	:	$5,654.56
7. Jessan - Unnamed Rd Running (E/W)	:	$688.16
8. Resub Plan of Jimenez Subd - Jimenez Dr.	:	$1,286.29
9. Walton - Walton Drive	:	$1,139.60
10. Acosta - East Road (N/S), Center Road (N/S), West Road (N/S) & Road (E/W)	:	$5,525.86
11. Acevedo #4 - Daniel Road, 1st Street, 2nd Street, 3rd Street & 4th Street	:	$13,137.30
12. Chula Vista Acres - J & A Drive Road	:	$2,286.29
13. Ezequiel Acevedo Jr. - Acevedo Lane	:	$1,854.27
14. Hilda #3 - Paris	:	$3,491.74
15. La Homa Road Subd. - Ricardo Avenue	:	$6,883.80
16. Los Ebanos - Isaac Drive	:	$4,036.90
17. Munoz Estates - North Street, South Street, & West Street Roads	:	$8,848.12
18. North Cross Estates - Zinnia Street		$2,243.56
19. Villa Capri - Royal Drive & King Drive	:	$1,636.58
Total Round I	:	**$79,745.91**
Total Round I & Round II	:	**$91,800.49**

ATTACHMENT "A"
BORDER COLONIA ACCESS PROGRAM ROUND I and II
September 4, 2008

Precinct Number Three Colonia Name		Engineering Fee Balance
Round I 8-1310-431-00-123		
1. Carlos Acres - Carlos Circle -056-0-334	:	$3,054.93
2. Hilda - Ester -061-0-334	:	$1,047.95
3. La Palma - Datil & Farmosa -062-0-334	:	$1,437.46
4. Los Ebanos - Various - 063-0-334	:	$5,192.48
5. North County Estates 2 - Diosa Lane -065-0-334	:	$352.37
6. North County Estates 2 - Earth Lane -064-0-334	:	$352.37
7. Basham #16 - Exterior County - 462-0-334	:	$617.02
Total Round I	:	**$12,054.58**
Round II 8-1311-431-00-123		
1. Amber Land - Amberland Road -042-0-334	:	$1,317.03
2. Barney Groves - Street A Road -072-0-334	:	$865.37
3. Casa De Los Vecinos - Drainage -141-0-	:	$7,882.60
4. El Sol #1 - Alaska Street, Ohio Street& New Mexico Street -250-0-	:	$4,864.75
5. El Sol #2 - Cerda Blvd., Nevada Street & Montana Street -251-0-	:	$6,103.13
6. Havana - 1st Street, 2nd Street & 3rd Street -312-0-	:	$5,654.56
7. Jessan - Unnamed Rd Running (E/W) - 350-0-	:	$688.16
8. Resub Plan of Jimenez Subd - Jimenez Dr. -911-0-	:	$1,286.29
9. Walton - Walton Drive - 837-0-	:	$1,139.60
10. Acosta - East Road (N/S), Center Road (N/S), West Road (N/S) & Road (E/W) -015-0	:	$5,525.86
11. Acevedo #4 - Daniel Road, 1st Street, 2nd Street, 3rd Street & 4th Street -014-0-	:	$13,137.30
12. Chula Vista Acres - J & A Drive Road -152-1	:	$2,286.29
13. Ezequiel Acevedo Jr. - Acevedo Lane -267-1	:	$1,854.27
14. Hilda #3 - Paris -325-1-	:	$3,491.74
15. La Homa Road Subd. - Ricardo Avenue -385-1	:	$6,883.80
16. Los Ebanos - Isaac Drive -427-1	:	$4,036.90
17. Munoz Estates - North Street, South Street, & West Street Roads -488-1-	:	$8,848.12
18. North Cross Estates - Zinnia Street -498-1		$2,243.56
19. Villa Capri - Royal Drive & King Drive -764-1	:	$1,636.58
Total Round I	:	**$79,745.91**
Total Round I & Round II	:	**$91,800.49**

AI-11073 **18.L.1.**

Application for payment No 2 Final and No 3 Retainage Release
CC REGULAR

Date: 09/16/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.4

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 2 (final) in the amount of $115,734.82 and Application for Retainage Release in the amount of $18,740.93 from Lazaro Saenz, Sr., dba, Saenz Paving, contracted vendor for Rena Rae Subdivision submitted through project engineer-Quintanilla, Headly & Associates, Inc.. C-CAP-07-033-01-09
B. Requesting approval of "Certificate of Construction Completion" submitted by project engineer Quintanilla, Headly & Associates, Inc. reflecting the completion date of August 18, 2008 for Rena Rae Subdivision with contractor Lazaro Saenz, Sr. dba Saenz Paving. C-CAP-07-033-01-09

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-124-612-0-733&734
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 603241 has $12,043.75 available in object 733 and has $98,650.50 available in object 734 as of 9/10/08. A PO increase will be needed. Available balances in the accounts ending 733 & 734 is $17,900.00 & $5,972.55 (respectively).

FISCAL YEAR: **ACCT. #:** 8-1311-206-00-000-014-0-000
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $5,881.50 as of 9/10/08. Additional funding for the retainage is to be added to the PO as per Agapito V. at CAP.

Attachments

Link: pymt no 2 & final
Link: application for payment retainage release rena rae

Link: certificate of construction completion rena rae

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	09/10/2008 01:33 PM	APRV
2	Purchasing Department	Marty Salazar	09/10/2008 01:56 PM	APRV
3	Budget & Management	Veronica Lopez	09/10/2008 02:26 PM	APRV
4	Dale Kennan	Dale Kennan	09/10/2008 03:18 PM	APRV
5	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Marcie Jackson Started On: 09/10/2008 11:45 AM

Final Approval Date: 09/12/2008

APPLICATION FOR PAYMENT NO. 2 & FINAL

To: Hidalgo County Precinct No. 4 Rena Rae (OWNER)
From: Lazaro Saenz, Sr, dba Saenz Paving (CONTRACTOR)
Contract: C-CAP-07-, CSJ: 2C1080
Project: BORDER COLONIA ACCESS PROJECT - Round II
OWNER's Contract No. C-CAP--07-033-01-09 ENGINEER's Project No.
For Work accomplished through the date of: 8/15/2008

1.	Original Contract Price:		$ 169,509.25
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 17,900.00
3.	Current Contract Price (1 plus 2):		$ 187,409.25
4.	Total completed and stored to date:		$ 187,409.25
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 18,740.93	
	% of stored material:	$ -	
	Total Retainage:		$ 18,740.93
6.	Total completed and stored to date less retainage (4 minus 5):		$ 168,668.32
7.	Less previous Application for Payments:		$ 52,933.50
8.	**TOTAL RETAINAGE DUE**		
9.	**LESS PENALTIES FOR CONSTRUCTION DELAYS**		$ -
10.	**AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALTIES**		$ 115,734.82

P.O. # 603241 9.10.08

Accompanying Documentation: 8·1311·431·00·124·612·0·734 = $98,660.50 - (-12,859.43) = $115,734.

8·1311·431·00·124·612·0·733 = $29,943.75

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 8-22-08

Lazaro Saenz, Sr. dba Saenz Paving
CONTRACTOR

By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of August 2008

[signature]
Notary Public
My Commission expires: 7-23-2012

LILLIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-22-08

Quintanilla, Headley & Associates, Inc.
ENGINEER

By: [signature]

INVOICE RECEIVED BY:
[signature] ON 9/10/08
GOODS/SERVICES RECEIVED BY:
[signature] ON 7/25/08

Saenz Paving — Contractor Name
21-Apr-08 — Starting Date
19-Aug-08 — Project Ending Date
10% — Retainage Percent

Application No. 2 & Final
Application Date: 15-Aug-08
Period To: 15-Aug-08
Engineer Firm QHA

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C1080612	Rena Rae	$ 169,509.25	$ 187,409.25	$ 58,815.00	$ 128,594.25	$ -		$ 187,409.25	$ -	$ 18,740.93	$ 168,668.32	$ 52,933.50	$ 115,734.82
		$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ 169,509.25	$ 187,409.25	$ 58,815.00	$ 128,594.25	$ -		$ 187,409.25	$ -	$ 18,740.93	$ 168,668.32	$ 52,933.50	$ 115,734.82

Saenz Paving
830 Rachel Dr.
Edinburg, TX 78539

Invoice

Project/Jobsite	Utility Payment Request 2nd & Final	Date 8/15/2008
Hidalgo County Rena Rae Subdivision C/O Engineer Hidalgo County 2812 S. Business Hwy 281 Edinburg, TX 78539		

Item	TX Dot Item No.	Description	Unit	Est. Qty	Rate	Previous Qty.	Qty. This Period	Amount This Period	Qty. to Date	Amount to Date
		Hidalgo County Rena Rae Subdivision								
		CAP-07-033-01-09-LRM								
1	100	Preparation of Right-of Way	Sta.	19+38.23	0.00	0	0	$0.00	0	
2	152	6" Road Grader Work (Dens Cont. Subgrade	S.Y.	6,625	3.00	6625	0	$0.00	6625	$19,875.00
3	247	6" FL BS (Compl in Plac)	S.Y.	6,625	6.50	0	6625	$43,062.50	6625	$43,062.50
4	310	Asph. Matrl. (MC-30)	Gal	1,224	4.00	0	1224	$4,896.00	1224	$4,896.00
5	340	Asph Conc Ty D	S.Y.	6,120	6.60	0	6120	$40,392.00	6120	$40,392.00
6	500	Mobilization	L.S.	1	5000.00	1	0	$0.00	1	$5,000.00
7	502	Barricades, Signs & Traffic Handling	Mo.	4	1500.00	1	3	$4,500.00	4	$6,000.00
8	530	Turnouts (Asph Conc Pav) (PRB-1)	Ea.	2	650.00	0	2	$1,300.00	2	$1,300.00
9	530	Drvwys (Asph Conc Pav) (PB-1)	S.Y.	1,025	6.25	0	1025	$6,406.25	1025	$6,406.25
10	247	Drvwys Flexible Base (PB-1)	S.Y.	1,025	5.50	0	1025	$5,637.50	1025	$5,637.50
11	556	8" Storm Drain	L.F.	36	40.00	36	0	$0.00	36	$1,440.00
12	556	18" RCP Storm Drain CLIII	L.F.	1,000	26.00	1000	0	$0.00	1000	$26,000.00
13	465	Ty "A" Inlets	Ea	2	1800.00	2	2	$3,600.00	2	$3,600.00
14	465	Concrete Manhole	Ea	1	1400.00	1	1	$1,400.00	1	$1,400.00
15	5249	Tem Sedmt Cont Fence (Installed)	L.F.	900	3.50	0	900	$3,150.00	900	$3,150.00
16	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	900	1.50	0	900	$1,350.00	900	$1,350.00
		Change Order No. 1								
17		15" RCP	L.F.	456	25.00	0	456	$11,400.00	456	$11,400.00
18		Type "A" Inlets	Ea	2	1800.00	0	2	$3,600.00	2	$3,600.00
19		Manhole	Ea	1	1400.00	0	1	$1,400.00	1	$1,400.00
20		6.0' Valley Gutter	L.F.	50	30.00	0	50	$1,500.00	50	$1,500.00

ORIGINAL CONTRACT AMOUNT $169,509.25
CHANGE ORDER AMOUNT $17,900.00
REVISED CONTRACT AMOUNT $187,409.25
***TOTAL COMPLETED LESS RETAINAGE: $168,668.32
*** LESS PREVIOUS PAYMENT: $52,933.50
******AMOUNT DUE: $115,734.82**

Lazaro Saenz DBA Saenz Paving

Saenz Paving

Magic Valley Concrete 7301 W.Expressway 83 Mission,tx. 78572 956-581-7429	concrete
Rio Valley Pipe L L C 7301 W. Expressway 83 Mission, Tx. 78572 956-580-2502	Pipe,inlets,and m.h.
Upper Valley Materials L T D. 7301 W. Expressway 83 Missio, Tx. 78572 956-580-2502	Hot Mix
Ballenger Construction Co. 24200 North FM 509 Harlingen Tx. 78550 956-421-9500	Flexbase

CONTRACT'S PARTIAL RELEASE
WAIVER OF LIENS, AND AUTHORIZATION
TO DISBURSE FUNDS

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Lazaro Saenz, Sr. dba , doing business as Saenz Paving , hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;" on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated January 9, 2008 , among Contractor, Owner, and the County of Hidalgo, State of Texas, hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owners payment of $ 134,475.73 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or material or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understand and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is dully authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 22nd day of August, 2008.

Signature

Lazaro Saenz, Sr. - Owner
Name and Title

Lazaro Saenz , Sr doing business as
Saenz Paving

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 1st day of July, 2008, by Lazaro Saenz, Sr dba Saenz Paving , Owner (title) on and on behalf of Lazaro Saenz, Sr dba Saenz Paving .
(a Sole Proprietorship).

Notary Public, State of Texas

LILLIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR Lazaro Saenz, Sr. dba Saenz Paving

PROJECT NO. CAP07-033-01-09LRM COUNTY Hidalgo DATE WORK BEGAN 04/20/2008

TIME COMPUTED FROM 08/15/2008 DATE WORK COMPLETED 08/15/2008

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
April	11	11		
May	31	17	14	14 days credit due t unforseen waterlinge conflict
June	30	30	0	
July	31	17	14	14 days credit due to rain and hurricane.
August	15	15	0	
TOTALS	118	90	28	

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 90

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ 0.00 TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 3 CONTRACTOR Lazaro Saenz, Sr. dba Saenz Paving

PROJECT NO. CAP07-033-01-09LRM COUNTY Hidalgo DATE WORK BEGAN 04/20/2008

TIME COMPUTED FROM 08/15/2008 DATE WORK COMPLETED 08/15/2008

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
April	11	11		
May	31	17	14	14 days credit due t unforseen waterlinge conflict
June	30	30	0	
July	31	17	14	14 days credit due to rain and hurricane.
August	15	15	0	
TOTALS	118	90	28	

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 90

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ 0.00 TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Prevailing Wage Rates
Certification Statement

Date: **10 September 2008**

Project Name: **Rena Rae Subdivision** CSJ: # **2C1080612**

Contractor: **Lazaro Saenz dba Saenz Paving** Application # **Two (2) and Final**

I, **Agapito Vargas Jr.** do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 for similar form) was submitted with the payroll.
3. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

Signature

APPLICATION FOR PAYMENT NO. 3 & RETAINAGE

To: Hidalgo County Precinct No. 4 (OWNER)
From: Lazaro Saenz, Sr, dba Saenz Paving (CONTRACTOR)
Contract: C-CAP-07-, CSJ: 2C1080
Project: BORDER COLONIA ACCESS PROJECT - Round II
OWNER's Contract No. C-CAP--07-033-01-09 ENGINEER's Project No.
For Work accomplished through the date of: 8/15/2008 .

1.	Original Contract Price:		$ 169,509.25
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 17,900.00
3.	Current Contract Price (1 plus 2):		$ 187,409.25
4.	Total completed and stored to date:		$ 187,409.25
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 18,740.93	
	% of stored material:	$ -	
	Total Retainage:		$ 18,740.93
6.	Total completed and stored to date less retainage (4 minus 5):		$ 168,668.32
7.	Less previous Application for Payments:		$ 168,668.32
8.	**TOTAL RETAINAGE DUE**		$ 18,740.93
9.	**LESS PENALTIES FOR CONSTRUCTION DELAYS**		$ -
10.	**AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALTIES**		$ 18,740.93

9.10.08

Accompanying Documentation:

8-1311-206-00-000-014-0-000 - $ 18,740.93

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 8-22-08

Lazaro Saenz, Sr. dba Saenz Paving
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of August, 2008

Lillia A. Quintanilla
Notary Public
My Commission expires: 7-23-2012

LILLIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-22-08

Quintanilla, Headley & Associates, Inc.
ENGINEER

By: _____

INVOICE RECEIVED BY:
_____ ON 9/10/08
GOODS/SERVICES RECEIVED BY:
_____ ON 8/22/08

Saenz Paving — Contractor Name
21-Apr-08 — Starting Date
19-Aug-08 — Project Ending Date
10% — Retainage Percent

Application No. 3 & Retainage
Application Date: 15-Aug-08
Period To: 15-Aug-08
Engineer Firm QHA

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C1080612	Rena Rae	$ 169,509.25	$ 187,409.25	$ 58,815.00	$ 128,594.25	Retainage		$ 187,409.25	$ -		$ 187,409.25	$ 168,668.32	$ 18,740.93
		$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ 169,509.25	$ 187,409.25	$ 58,815.00	$ 128,594.25	$ -		$ 187,409.25	$ -	$ -	$ 187,409.25	$ 168,668.32	$ 18,740.93

Saenz Paving
830 Rachel Dr.
Edinburg, TX 78539

Invoice

Project/Jobsite	Utility Payment Request 3rd and Retainage	Date 8/15/2008
Hidalgo County Rena Rae Subdivision C/O Engineer Hidalgo County 2812 S. Business Hwy 281 Edinburg, TX 78539		

Item	TX Dot Item No.	Description	Unit	Est. Qty	Rate	Previous Qty.	Qty. This Period	Amount This Period	Qty. to Date	Amount to Date
		Hidalgo County Rena Rae Subdivision								
		CAP-07-033-01-09-LRM								
1	100	Preparation of Right-of Way	Sta.	19+38.23	0.00	0	0	$0.00	0	$0.00
2	152	6" Road Grader Work (Dens Cont. Subgrade	S.Y.	6,625	3.00	6625	0	$0.00	6625	$19,875.00
3	247	6" FL BS (Compl in Plac)	S.Y.	6,625	6.50	0	6625	$43,062.50	6625	$43,062.50
4	310	Asph. Matrl. (MC-30)	Gal	1,224	4.00	0	1224	$4,896.00	1224	$4,896.00
5	340	Asph Conc Ty D	S.Y.	6,120	6.60	0	6120	$40,392.00	6120	$40,392.00
6	500	Mobilization	L.S.	1	5000.00	1	0	$0.00	1	$5,000.00
7	502	Barricades, Signs & Traffic Handling	Mo.	4	1500.00	1	3	$4,500.00	4	$6,000.00
8	530	Turnouts (Asph Conc Pav) (PRB-1)	Ea.	2	650.00	0	2	$1,300.00	2	$1,300.00
9	530	Drvwys (Asph Conc Pav) (PB-1)	S.Y.	1,025	6.25	0	1025	$6,406.25	1025	$6,406.25
10	247	Drvwys Flexible Base (PB-1)	S.Y.	1,025	5.50	0	1025	$5,637.50	1025	$5,637.50
11	556	8" Storm Drain	L.F.	36	40.00	36	0	$0.00	36	$1,440.00
12	556	18" RCP Storm Drain CLIII	L.F.	1,000	26.00	1000	0	$0.00	1000	$26,000.00
13	465	Ty "A" Inlets	Ea	2	1800.00	2	2	$3,600.00	2	$3,600.00
14	465	Concrete Manhole	Ea	1	1400.00	1	1	$1,400.00	1	$1,400.00
15	5249	Tem Sedmt Cont Fence (Installed)	L.F.	900	3.50	0	900	$3,150.00	900	$3,150.00
16	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	900	1.50	0	900	$1,350.00	900	$1,350.00
		Change Order No. 1								
17		15" RCP	L.F.	456	25.00	0	456	$11,400.00	456	$11,400.00
18		Type "A" Inlets	Ea	2	1800.00	0	2	$3,600.00	2	$3,600.00
19		Manhole	Ea	1	1400.00	0	1	$1,400.00	1	$1,400.00
20		6.0' Valley Gutter	L.F.	50	30.00	0	50	$1,500.00	50	$1,500.00

ORIGINAL CONTRACT AMOUNT $169,509.25
CHANGE ORDER AMOUNT $17,900.00
REVISED CONTRACT AMOUNT $187,409.25
***TOTAL COMPLETED: $187,409.25
*** LESS PREVIOUS PAYMENT: $168,668.32
******AMOUNT DUE: $18,740.93**

Lazaro Saenz DBA Saenz Paving

Saenz Paving

Magic Valley Concrete 7301 W.Expressway 83 Mission,tx. 78572 956-581-7429	concrete
Rio Valley Pipe L L C 7301 W. Expressway 83 Mission, Tx. 78572 956-580-2502	Pipe,inlets,and m.h.
Upper Valley Materials L T D. 7301 W. Expressway 83 Missio, Tx. 78572 956-580-2502	Hot Mix
Ballenger Construction Co. 24200 North FM 509 Harlingen Tx. 78550 956-421-9500	Flexbase

AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR

STATE OF Texas

COUNTY OF Hidalgo

Personally appeared before me, the undersigned Notary Public for Lazaro Saenz, Sr., dba Saenz Paving of Saenz Paving (Prime Contractor), who being duly sworn by me states on oath that all product supplies 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 Border Colona Access-Round II Contract #C-CAP-07-CSJ: 2C1080 Owners Contract No. C-CAP-07-033-01-09 for the Hidalgo County Precinct No. 4 Rena Rae Subdivision, Have been paid in full and that the above named Prime Contractor waives any claims and released Hidalgo County (Owner) 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 Hidalgo County and save them harmless on account of any loss he/she may sustain in reliance upon the Affidavit and Waiver of Lien including the amount of any lien he/she may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

(Prime Contractor)

By: _____
Lazaro Saenz, Sr., dba Saenz Paving
Title: Owner
Date: 8/22/08

Sworn to and subscribed before me

This the 22nd day of August, 2008.

Lilia A. Quintanilla
Notary Public

LILLIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

My Commission Expires 7/23/2012

CONTRACT'S FINAL RELEASE
WAIVER OF LIENS, AND AUTHORIZATION TO DISBURSE FUNDS

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Lazaro Saenz, Sr., doing business as Saenz Paving, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;" on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated January 9, 2008, among Contractor, Owner, and the County of Hidalgo, State of Texas. Hidalgo County Precinct No. 4 hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of $ 134,475.73 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or material or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understand and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is fully authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 22nd day of August, 2008.

Signature

Lazaro Saenz, Sr. dba Saenz Paving, Owner
Name and Title

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 22nd day of August, 2008, by Lazaro Saenz, Sr. dba Saenz Paving, owner (title) on and on behalf of Lazaro Saenz, Sr. dba Saenz Paving (an individual).

LILLIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Lazaro Saenz, Sr. dba, Saenz Paving	Contractor Name	Application No.:	Retainage Release
4/21/2008	Starting Date	Application Date:	8/15/2008
8/19/2008	Project Ending Date	Period To:	8/15/2008
Rena Rae	Engineer's / County Project Description	Engineer's / County Project No.:	2C1080612

					Original Schedule Value		Revised Rates			First Month			Second Month			Third Month			Fourth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																					
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ 3.00	6,625.0	19,875.00	$ 3.00	0.0	19,875.00	6625.00	6625	19,875.00	6625	6,625.00	-	-	-	-	-		-	19,875.00	0.0	0.0
3	247	6" FL BS(Compt in Plac)	S.Y.	$ 6.50	6,625.0	43,062.50	$ 6.50	0.0	43,062.50	0	0	-	6625	6,625.00	43,062.50	6,625.00	-	-	-		-	43,062.50	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ 4.00	1,224.0	4,896.00	$ 4.00	0.0	4,896.00	0	0	-	1224	1,224.00	4,896.00	-	-	-	-		-	4,896.00	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ 6.60	6,120.0	40,392.00	$ 6.60	0.0	40,392.00	0	0	-	6120	6,120.00	40,392.00	-	-	-	-		-	40,392.00	0.0	0.0
6	500	Mobilization	L.S.	$ 5,000.00	1.0	5,000.00	$ 5,000.00	0.0	5,000.00	1.00	1	5,000.00	0	1.00	-	-	-	-	-		-	5,000.00	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ 1,500.00	4.0	6,000.00	$ 1,500.00	0.0	6,000.00	0.00	1	1,500.00	1500	3.00	4,500.00	1.00	-	-	-		-	6,000.00	0.0	0.0
8	530	Turnouts	Ea	$ 650.00	2.0	1,300.00	$ 650.00	0.0	1,300.00	0	0	-	1300	2.00	1,300.00	-	-	-	-		-	1,300.00	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ 3.50	900.0	3,150.00	$ 3.50	0.0	3,150.00	0	0	-	900	900.00	3,150.00	-	-	-	-		-	3,150.00	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ 1.50	900.0	1,350.00	$ 1.50	0.0	1,350.00	0	0	-	900	900.00	1,350.00	-	-	-	-		-	1,350.00	0.0	0.0
		Total Roadway				**125,025.50**			**125,025.50**			**26,375.00**			**98,650.50**			-			-	**125,025.50**	0.0	0.0
		(906) DRAINAGE																						
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ 6.25	1,025.0	6,406.25	$ 6.25	0.0	6,406.25	0	0	-	1025	1025	6,406.25	-	-	-	-	-	-	6,406.25	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ 5.50	1,025.0	5,637.50	$ 5.50	0.0	5,637.50	0	0	-	0	1,025.00	5,637.50	1,025.00	-	-	-	-	-	5,637.50	0.0	0.0
13	556	8" Storm Drain	L.F.	$ 40.00	36.0	1,440.00	$ 40.00	0.0	1,440.00	36.00	36	1,440.00	0	36.00	-	-	-	-	-	-	-	1,440.00	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ 26.00	1,000.0	26,000.00	$ 26.00	0.0	26,000.00	1000.00	1000	26,000.00	0	1,000.00	-	-	-	-	-	-	-	26,000.00	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ 1,800.00	2.0	3,600.00	$ 1,800.00	0.0	3,600.00	2.00	2	3,600.00	0	2.00	-	-	-	-	-	-	-	3,600.00	0.0	0.0
16	465	Concrete Manhole	Ea.	$ 1,400.00	1.0	1,400.00	$ 1,400.00	0.0	1,400.00	1.00	1	1,400.00	0	1.00	-	-	-	-	-	-	-	1,400.00	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0	0	$ 25.00	456.0	11,400.00	0	0	-	456	456.00	11,400.00	-	-	-	-	-	-	11,400.00	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0	0	$ 1,800.00	2.0	3,600.00	0	0	-	2	2.00	3,600.00	-	-	-	-	-	-	3,600.00	0.0	0.0
19		Manhole	Ea	$ -	0	0	$ 1,400.00	1.0	1,400.00	0	0	-	1	1	1,400.00	-	-	-	-	-	-	1,400.00	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0	0	$ 30.00	50.0	1,500.00	0	0	-	50	50	1,500.00	-	-	-	-	-	-	1,500.00	0.0	0.0
		Total Drainage				**44,483.75**			**62,383.75**			**32,440.00**			**29,943.75**			-			-	**62,383.75**		
		TOTAL BASE AMOUNTS:				**169,509.25**			**187,409.25**			**58,815.00**			**128,594.25**			-			-	**187,409.25**	0.0	0.0

Eulalio Ramirez, P.E.
Print Name

8-22-08
Date

Signature

Hidalgo County Precinct # 4 Border Colonia Access Program Round 2

Renarae Subdivision Unit No. 3

Material No.	Material	Required Moisture Content Range	Optimum % Moisture	Optimum Density, Lb/CF	Required % Proctor		Required Depth		
1	Subgrade	1	13.7	115.1	95%		6"		
Test No.	**Test**	**Moisture Density**	**Date**	**Remarks**	**Moisture Content**	**Dry Density**	**Percent Compaction**	**Depth (Inch)**	**Results**
1	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Rae St. Station 2+00 6' N or CNTL	13.3%	118.4 pcf	102.9%	6"	Passed
2	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Rae St. Station 4+00 4' S or CNTL	14.8%	111.8 pcf	97.1%	6"	Passed
3	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Renarae St. Station 9+00 3' E of CNTL	12.7%	126.4 pcf	109.8%	6"	Passed
4	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Renarae St. Station 12+00 4' W of CNTL	14.0%	111.1 pcf	96.5%	6"	Passed
1	ASTM D 2922 & ASTM D 3017	Field Density Test	6/27/2008	Renarae St. Station 1+00 3' W or CNTL	14.9%	111.6 pcf	97.0%	6"	Passed
2	ASTM D 2922 & ASTM D 3017	Field Density Test	6/27/2008	Renarae St. Station 3+00 5' E or CNTL	13.1%	111.0 pcf	96.4%	6"	Passed
3	ASTM D 2922 & ASTM D 3017	Field Density Test	6/27/2008	Renarae St. Station 6+020 at CNTL	13.4%	111.4 pcf	96.7%	6"	Passed
Flex Base					**Test**	**Result**	**Specification Limits**	**Results**	
1	Base Material Report	Atterburg Limits	6/27/2008	Caliche	Liquid Limit (LL)	29	40	Specifications Met	
					Plasticity Index (PI)	9	12	Specifications Met	
2	Base Material Report	Wetball PI	6/27/2008	N/A	Liquid Limit (LL)	27	40	Specifications Met	
					Plasticity Index (PI)	3	12	Specifications Met	
					Sieve Size	**Individual % Retained**	**Cumulative % Retained**	**Specification Requirements**	**Results**
1	Base Material Report	Sieve Analysis	6/27/2008	N/A	2	0	0	0	Passed
					1/2"	33	33	20-60	Passed
					No. 4	26	60	40-75	Passed
					No. 40	20	79	70-90	Passed
					Texas Ball-Mill Value	**Specification Limits Max.**	**% Increase**	**Specification Limits Max.**	**Results**
1	Base Material Report	Texas Wet Ball Mill	6/27/2008	N/A	30	50	9	20	Passed
Asph. Conc.Ty D									
1	Asphaltic Pavement	Pavement Thickness	6/14/2008	Renarae St. @NE side of cul de sac				1 1/2 inches	Passed
				Renarae St. approx. 10' N. of Rea St.				1 1/2 inches	Passed
				5' West of East Side Curb					
				Renarae St. approx. 530' N. of Rea St.				1 3/4 inches	Passed
				5' East of West Side Curb					
				Rae St. approx. 250' West of Renarae St.				1 7/8 inches	Passed
				5' South of North Side Curb					

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 9th DAY OF January, 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: January 9, 2008
OWNER: Hidalgo County Precinct 4
CONSTRUCTION CONTRACTOR: Lazaro Saenz, Sr., dba Saenz Paving
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Border Colonia Access Project-Round II Rena Rae Subdivision
Contract # C-CAP-07-CSJ: 2C1080 Owners Contract No. C-CAP-07-033-01-09
located in or near the City/Pct. of Edinburg, TX and Precinct 4

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specification and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: N/A

2. That the sum of _____ ($_____), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the Contractor has presented a "Certificate of Release" 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 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	$169,509.25
Present Amount of Contract	$187,409.25
Total Amount Earned to Date	$187,409.25
Less Previous Payments	$52,933.50
Balance	$134,475.73
Authorized Deductions	0
AMOUNT OF FINAL PAYMENT	$134,475.73

6. That the final payment in the amount of $ One Hundred Thirty Four Thousand Four Hundred Seventy Five dollars and Seventy Three cents ($ 134,475.73) is now due and payable.

Engineer's Signature

CONCURRED BY:

Lazaro Saenz
CONTRACTOR'S NAME

BY: _____

TITLE: Owner

CONCURRED BY:

_____
CITY/PRECINCT

BY: _____

TITLE: _____

AI-11089 **18.M.1.**

Acceptance of Federal Court Order - Termination of Border Visions Contracts

CC REGULAR

Date: 09/16/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

A. Presentation for acknowledgment, acceptance and approval and/or ratification of the binding United States Bankruptcy Court-Southern District of Texas McAllen Division-Order-Grantig Debtor's Motion Requesting Clarification from Court with Respect to Obligations under Service Contracts (#C-07-174-08-28 and #C-04-181-09-07) with the County of Hidalgo and Other Parties between Hidalgo County and Border Visions (Paul M. Vazaldua);
B. Authorization to cancel outstanding purchase orders under contract #C-07-174-08-28 and #C-04-181-09-07 between Hidalgo County and Border Visions (Paul M. Vazaldua).

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

8-1100-415-14-115-001-0-339; 8-1211-452-00-121-013-0-350
pending PO's, as attached and for the contracts stated in caption, for Border Visions Consulting are to be liquidated upon CC approval of this item due to bankruptcy court order.

Attachments

Link: Nov
Link: Dec
Link: Jan
Link: Court Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/11/2008 05:14 PM	APRV
2	Budget & Management	Veronica Lopez	09/12/2008 07:42 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2008 08:31 AM	APRV
4	Auditor's Office		09/12/2008 05:37 PM	NEW

Form Started By: Nielda Cavazos — Started On: 09/10/2008 02:54 PM

Final Approval Date: 09/12/2008

DEPARTMENT : HIDALGO COUNTY PRECINCT #1

DATE: 14-Dec-2007 **ATTN: AMADOR**

VENDOR NAME	AMOUNT	INV#	DATE	DEPT.	O/C	PO #	REQ #	OTHER	AUDITOR'S COMMENTS
BORDER VISIONS	1,350.00	2007-090	12/10/07	7-1211-452-00-121-013-0-	350	595788	4495	amador will forward org. po when I receive it	

RECEIVED BY
COUNTY AUDITOR
2007 DEC 13 PM 4 18

BORDER VISIONS
CONSULTING GROUP L.L.C.
Leading Communities Perfect Solutions Quality Results

205 W. Iris
McAllen, Texas 78501

Phone: 956-627-0973
Fax: 956-627-0973
Email: bordervisions@hotmail.com

Bill To:
Hidalgo County Precinct One
1902 Joe Stephens Ave.
Weslaco, TX 78596

Invoice #: 2007 - 090
Invoice Date: December 10, 2007
Customer ID: HCPCT1
P.O. Number: N/A

Date	Description	Quantity	Total
12/5/07	Park Meeting Per Work Authorization # 101 – See Attached Minutes	1	$675.00
12/7/07	Park Meeting Per Work Authorization # 102 – See Attached Minutes	1	$675.00
	PCT. #1 PARKS 7-1211-452-00-121 013-0 350		
	TOTAL DUE		$1350.00

INVOICE RECEIVED BY: JLM on JLM 12/10
GOODS/SERVICES RECEIVED BY: JLM on 12/13

Park Meeting Notes
December 5, 2007

Meeting Attendees:
(See Attached Sign In Sheets)

Tina Quijas	Precinct One	Parks Director
Joseph Palacios	Precinct One	Chief of Staff
Ed Alcocer	Garcia Alcocer	Architectural Firm
Danesha Thompson	Dos Logistic Inc.	Environment Scientists
Mario ,	Delta Surveying	Park Surveyors

Met with Tina Quijas on December 5, 2007 to review the Sun Rise Hill and Sun Set Hill Park Grants. There is a special submission on April 1, 2008 for these grants which will be requiring coordination between consultants who will be providing architectural design, environmental assessment, and surveying as required by Texas Parks and Wildlife.

Ms. Quijas and I are ensuring that all elements that are needed for the grant submissions are in place no later that January 10, 2008. This will allow time for us to review and take to Commissioners Court for submission approval.

Additionally, we discussed the unveiling event of the park rendering for on or about January 10, 2008.

While we had met with the consulting team on November 20, 2007, Ms. Quijas and I felt that there were going to have to be some follow up phone calls to the consulting team to remind them of the deadline and what each of them had to have in place no later than January 10, 2008.

Nov. 20, 2007 Sunset Hill Park
Sunrise Hill Park

Sign In Sheet

Denisha Thompson	Dos Logistics, Inc
EDUARDO ALCOCER	AGADC
MARIO GONZALEZ	Rio Delta
Joseph Palacios	Hidalgo County Pct. 1
Sylvia Standley	Precinct 1
Paul Vazquez	Border Visions

Park Meeting Notes
December 7, 2007

Meeting Attendee:

Tina Quijas, Parks Director
Joseph Palacios, Chief of Staff

A working meeting took place in Precinct One offices to discuss park projects which were taking place in Precinct One.

In addition to the developments taking place in the Sunrise Hill and Sunset Hill Parks through Texas Parks and Wildlife and the consulting team, Ms. Quijas also reported on the developments in the Donna Lakes Park which includes additional basketball courts in the park.

The Precinct staff noted that there was enough information to create and information brochure to be disseminated to the public. A discussion was held on the logistics that it would take to create the brochure and the timeliness of it.

It was further discussed that in order to make grant submissions on April 1, 2008 that Texas Parks and Wildlife is requesting that we make any amendments necessary to the Hidalgo County Park Master Plan. Master Plan amendments are due February 1, 2008 as per letter received from Texas Parks and Wildlife.

The staff and I discussed the process it would take in order for Master Plan Public Comment Period would take place and what were the necessary steps to take so that Precinct One can meet all of the set deadlines by the state funding agency.

AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT

Work Authorization No. 101

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the "AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT, DATED 12/05/07, hereinafter identified as the "Agreement", entered into by and between Owner and Consultant.

PART 1. The Consultant will perform Grant Writing Services in accordance with Exhibit "A" of the Agreement and as approved through this work authorization as approved and executed by each Hidalgo Precinct.

	Fee	Yes	No (check if required)
A. **National Park Services**			
Pre- Application	$5,600.00	☐	☐
Recovery Action Plan	$8,900.00	☐	☐
UPARR Grant Application	$2,700.00	☐	☐
B. **Texas Parks & Wildlife**			
Indoor Grant Application	$4,050.00	☐	☐
Outdoor Grant Application	$4,050.00	☐	☐
Boat Ramp Construction	$4,050.00	☐	☐
C. **Mandatory Travel**			
Reimbursable travel to:			
Texas Parks and Wildlife Department			
Department of the Interior-National Parks Systems			
Airfare	$230.00	☐	☐
Car rental	$55.00/day	☐	☐
Hotel	$75.00/day	☐	☐
D. **Facilitation of Meetings**			
Monthly Meeting	$675.00 x 12 = $8,100.00	☑	☐
E. **Additional Copies of Documents**			
	$0.08 per page b/w	☐	☐
	$0.15 per page color	☐	☐

PART II. The amount payable for the services under this work authorization will be determined in accordance with Article 3.

PART III. This work authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in accordance with Article 5.

PART IV. This work authorization does not waive the parties responsibilities and obligations provided under this Agreement.

AGREED:

PRINCIPAL/CONSULTANT:

BORDER VISIONS CONSULTING GROUP, L.L.C.

By: Paul M Vazaldúa Date 12/5/07

Printed Name: Paul M. Vazaldúa, Jr.
Title: President

OWNER:

COUNTY OF HIDALGO

J. D. Salinas III

By: Sylvia Handy Date 12/5/07

Printed Name: Commissioner (1) 2 3 4
Sylvia Handy

Approved CC 12/5/07

AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT

Work Authorization No. 102

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the "AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT, DATED 12/05/07, hereinafter identified as the "Agreement", entered into by and between Owner and Consultant.

PART 1. The Consultant will perform Grant Writing Services in accordance with Exhibit "A" of the Agreement and as approved through this work authorization as approved and executed by each Hidalgo Precinct.

	Fee	Yes	No (check if required)
A. **National Park Services**			
Pre- Application	$5,600.00	☐	☐
Recovery Action Plan	$8,900.00	☐	☐
UPARR Grant Application	$2,700.00	☐	☐
B. **Texas Parks & Wildlife**			
Indoor Grant Application	$4,050.00	☐	☐
Outdoor Grant Application	$4,050.00	☐	☐
Boat Ramp Construction	$4,050.00	☐	☐
C. **Mandatory Travel**			
Reimbursable travel to:			
Texas Parks and Wildlife Department			
Department of the Interior-National Parks Systems			
Airfare	$230.00	☐	☐
Car rental	$55.00/day	☐	☐
Hotel	$75.00/day	☐	☐
D. **Facilitation of Meetings**			
Monthly Meeting	$675.00 x 12 = $8,100.00	☒	☐
E. **Additional Copies of Documents**			
	$0.08 per page b/w	☐	☐
	$0.15 per page color	☐	☐

PART II. The amount payable for the services under this work authorization will be determined in accordance with Article 3.

PART III. This work authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in accordance with Article 5.

PART IV. This work authorization does not waive the parties responsibilities and obligations provided under this Agreement.

AGREED:

PRINCIPAL/CONSULTANT:

BORDER VISIONS CONSULTING GROUP, L.L.C.

By: Paul M Vazldg Date 12/5/07

Printed Name: Paul M. Vazaldúa, Jr.
Title: President

OWNER:

COUNTY OF HIDALGO

J. D. Salinas, II

By: Sylvia Handy Date 12/5/07

Printed Name: Commissioner 1 2 3 4
Sylvia Handy

Approved cc 12/5/07

AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT

Work Authorization No. 103

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the "AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT, DATED 12/05/07, hereinafter identified as the "Agreement", entered into by and between Owner and Consultant.

PART 1. The Consultant will perform Grant Writing Services in accordance with Exhibit "A" of the Agreement and as approved through this work authorization as approved and executed by each Hidalgo Precinct.

	Fee	Yes	No (check if required)
A. **National Park Services**			
Pre- Application	$5,600.00	☐	☐
Recovery Action Plan	$8,900.00	☐	☐
UPARR Grant Application	$2,700.00	☐	☐
B. **Texas Parks & Wildlife**			
Indoor Grant Application	$4,050.00	☐	☐
Outdoor Grant Application	$4,050.00	☐	☐
Boat Ramp Construction	$4,050.00	☐	☐
C. **Mandatory Travel**			
Reimbursable travel to:			
Texas Parks and Wildlife Department			
Department of the Interior-National Parks Systems			
Airfare	$230.00	☐	☐
Car rental	$55.00/day	☐	☐
Hotel	$75.00/day	☐	☐
D. **Facilitation of Meetings**			
Monthly Meeting	$675.00 x 12 = $8,100.00	☑	☐
E. **Additional Copies of Documents**			
	$0.08 per page b/w	☐	☐
	$0.15 per page color	☐	☐

PART II. The amount payable for the services under this work authorization will be determined in accordance with Article 3.

PART III. This work authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in accordance with Article 5.

PART IV. This work authorization does not waive the parties responsibilities and obligations provided under this Agreement.

AGREED:

PRINCIPAL/CONSULTANT:

BORDER VISIONS CONSULTING GROUP, L.L.C.

By: Paul M Vazaldúa Jr Date 12/5/07

Printed Name: Paul M. Vazaldúa, Jr.
Title: President

OWNER:

COUNTY OF HIDALGO

J. D. Salinas III

By: Sylvia Handy Date 12/5/07

Printed Name: Commissioner 1 2 3 4
Sylvia Handy

Approved CC 12/5/07

Requisition

Req # 00122942

PO # 595788
Date: 12/10/07

Bill To: x
x

Vendor : 238546
BORDER VISIONS CONSULTING GROUP LLC
205 W IRIS
MCALLEN TX 78501
FAX (956)687-6655

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: JOSHUA / NOE
956-968-8733

Contract No: C-06-380-09-05

Special Instructions:
4495

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-06-380-09-05 EXP 08/29/09		
		DO NOT DUPLICATE ORDER		
1	EACH	FACILITATION OF PARK MEETINGS WORK AUTH NO. 101	675.00	675.00
1	EACH	FACILITATION OF PARK MEETINGS WORK AUTH NO. 102	675.00	675.00
1	EACH	FACILITATION OF PARK MEETINGS WORK AUTH NO. 103	675.00	675.00
		Account No	Encumbrance	
		7-1211-452-00-121-013-0-350	2,025.00	
			Freight	.00
			Total	2,025.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

BORDER VISIONS
CONSULTING GROUP L.L.C.
Leading Communities Perfect Solutions Quality Results

205 W. Iris
McAllen, Texas 78501

Phone: 956-627-0973
Fax: 956-627-0973
Email: bordervisions@hotmail.com

Bill To:
Hidalgo County Insurance
100 N. Closner
Edinburg, TX 78539

Invoice #: 2007 - 087
Invoice Date: December 5, 2007
Customer ID: HCHIPAA
P.O. Number: N/A

Date	Description	Quantity	Total
12/5/2007	Monthly Billing		$5,000.00
	November 2007		
	See Attached Back-up Documentation		
	P.O.#594557		
	7-4100-415-14-115-0010-339		
	INVOICE RECEIVED BY: on 12/5/07		
	GOODS/SERVICES RECEIVED BY: Hid. Co. on		
	12/06/2007		
	TOTAL		$5,000.00

RECEIVED BY COUNTY AUDITOR 2007 DEC 6 PM 2 19

HIDALGO COUNTY BUDGET OFFICE 2007 DEC 5 AM 10 15

Thank you for your business!
HAPPY HOLIDAYS!

TASKS	VENDOR	% of Work Completed to Date	% of Work Remaining	Billed this Invoice	Balance Remaining
Task One – Assesment of Current HIPAA Compliance by Various Departments Border Visions Consulting Group L.L.C. will provide a complete assessment of each of the departments to identify where the County of Hidalgo is non compliant of HIPAA regulations. All departments which handle protected health information will be part of the assessment.	**BorderVisions Consulting Group**	**100**	**0**	**$1,500**	**$0**
Task Two – Train the Trainer Program Border Visions Consulting Group L.L.C. will develop a curriculum for establishing a train the trainer program. The program will be developed to be used for in house trainers and program compliance inspectors. Provide a Two day training program for train the trainer. Each trainer shall be responsible for understanding County approved HIPAA policies and procedures, train each of the county employees who deal with protected health information, designing a system to ensure follow up for inspecting compliance, and renewing business associate agreements on a yearly basis and prepare new one for new vendors.	**BorderVisions Consulting Group**				**$5,000**
Task Three – Business Associate Agreements Create new agreements for all county vendors which provide health services to the County of Hidalgo	**BorderVisions Consulting Group**	**53**	**47**	**$1,166.68**	**$2,333.32**
Task Four- Privacy Officer/ Contact Person/ Security Officer Training Program The Privacy Officer will be trained for directing the development and implementation of the latest federal privacy policies, procedures and practices throughout Hidalgo County; including overseeing training, communications, compliance monitoring, handling of complaints and compliance issues, and resolving any issues involving the uses or disclosures of protected health information ("PHI"). The Contact Person will be trained supervise the safeguarding of PHI within the workplace. This person will provide leadership and guidance in establishing, overseeing and coordinating information security throughout the office and in ensuring compliance with HIPAA security requirements. The Security Officer will be trained for the ongoing management of information security policies, procedures and technical systems in order to maintain the confidentiality, integrity and availability of all organizational healthcare	**BorderVisions Consulting Group**	**30**	**70**	**$1,500**	**$3,500**
Task Five – Employee Training Program (New Hires/Promotions) Border Visions Consulting Group L.L.C. shall provide a total of 6 training sessions (two per month). Each class will hold a maximum of 30 students in each class. Any staff who does not make these training session will be trained by internal county staff who will be prepared to do so. Each of the County Trainers will be required to attend all six of these trainings prior to hold a session on their own.	**BorderVisions Consulting Group**	**53**	**47**	**$1,166.68**	**$2,333.32**
Task Six –Policies and Procedures Manual Training for Key Personnel Border Visions Consulting Group L.L.C. shall provide a total of three (3) two (2) day training sessions (one per month) Each class will hold a maximum of 15 students and provide an understanding of County approved policies and procedures as mandated by federal law. County trainers, privacy officer, contact person, and security officer will be required to attend at least one of these training sessions	**BorderVisions Consulting Group**	**53**	**47**	**$1,166.66**	**$2,333.32**

Homework List:

) Make sure all clients have Notice of Privacy Practices (HIPPA for

) Make sure info. on HIPPA form address, #, are updated.

) CB Rom or updates needed?

) Set up meeting ~ Lydia, Connie about Retention Log to send for storage, work ~ IT to scan or create Central Processing Unit?

) May share this info. ~ Bio (Preparedness & Response to

) Who has authorization ~~to~~ give copies of PHI?
RN, LVN, etc.

) Need poster sign of Notice of Privacy Practice in waiting room.

② Where do clients consent for HIPPA? general consent under Privacy Notice.
- scan general consent and keep in Retention Log?

) Logs what/which do we need? see pg. 2

) Q. Mty Pt. wanting husband etc. to listen to FHTs
A. Not ~ consent?

) Students that go to clinics for clinicals (staff want to know how do THEY know that agreement was made between Health Dept and University?
Generic letters vs. Communicable Disease Letter
Rubella gives result in mail

3) Business Associate Agreement between TP30 doctors & Health Dept. ?
if not should not be used
pg 44 / pg 93

(12) Business Associate Agreement does one exist bet. (P
TP30 doctors & Health Dept.? pg 44 / pg 93
if not should not be used.

(13) Disclosure Fax Cover Statement
shared info as requested by CDC for communicat
disease?

(14) Referral Form?

(15) Establish a fax policy between Business Associate Agre
determine guidelines for faxing results.
Gatekeeper System?

(16) Balde Guerra Privacy Officer or NOT?
address?
telephone #?
update HIPPA Manual c new/correct or updated
information.

(17) Shouldnt all staff attend HIPPA training?
Not just supervisors/clerk managers
? q single person employed c H.D. should attend training
? New employees/existing employees job duties change
provide training c in reasonable time
(1) Identify all staff members at clinics email to Lydia
cc Connie

Business Associate Agreement

This agreement is entered into effective this ___ day of _____, 2007 between the County of Hidalgo hereinafter referred to as "Covered Entity", with administrative offices located at 100 E. Cano, Edinburg, TX. 78539 and {{VENDOR_NAME}} hereinafter referred to as "Business Associate", located at {{ADDRESS_1}} • {{ADDRESS_4}},•{{STATE}}•{{ZIP}}.

WHERAS, Covered Entity and Business Associate maintain a business relationship, which the Health Insurance Portability and Accountability Act of 1996 and accompanying regulations (collectively, "HIPAA") classify as a "Business Association" relationship;

WHERAS, the relationship between the parties involves the transfer of Protected Health Information ("PHI"), as defined and regulated under HIPAA; and

WHERAS, HIPAA requires that the Covered Entity enter into an agreement similar to this Agreement to preserve the confidentiality of the PHI shared between the parties.

NOW THEREFORE, the parties agree to the following:

1. **Business Associate Duties:**

   a. Business Associate shall make no further uses or disclosures of the PHI than permitted by this Agreement or required by law.

   b. A Business Associate who receives protected PHI may only use that information for prescribed purpose, for proper management and administration of the prescribed purpose, or to carry out any legal responsibilities that Business Associate might have.

   c. All PHI entrusted with the Business Associate by the Covered Entity shall remain confidential and all breaches of confidentiality, whether intentional or accidental shall be reported to the Covered Entity immediately after Business Associate becomes aware of any such breach of confidentiality.

   d. Business Associate shall make available all records, books and procedures relating to the PHI whenever the appropriate governmental official or agency requests such information. Business Associate shall notify Covered Entity as soon as practicable after any government official or agency makes such a request.

   e. Business Associate shall maintain an accounting of all the Business Associate's disclosures of protected health information and shall provide a copy of such accounting to the Covered Entity upon reasonable request.

f. Business Associate shall provide Covered Entity or authorized employees, agents, or assigns reasonable access to any PHI maintained by Business Associate for the purpose of amending any PHI.

g. Business Associate, agents, and subcontractors shall make no use or disclosure of PHI that the Covered Entity could not legally make.

h. Business Associate shall not disclose any PHI to any individual or entity, other than the individual who is the subject of the PHI or to Business Associates authorized employees, agents, subcontractors, or assigns, unless directed to do so by the Covered Entity or unless required by law.

i. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate that become known to Business Associate in violation of the requirements of this Agreement.

j. Business Associate agrees to take any or all measures necessary to ensure that it is in compliance with HIPAA relating to the PHI entrusted to it by the Covered Entity.

k. Business Associate agrees to document all disclosures of PHI and information related to such disclosures.

l. Business Associate agrees to provide the Covered Entity information on documented disclosures in accordance with Subsection (k) above of this Agreement, so as to enable Covered Entity to respond to a request by an individual for an accounting of PHI in accordance with 45 CFR 164.528.

m. Upon termination of the business relationship between the parties, Business Associate shall return any and all PHI that was transferred to Business Associate by Covered Entity, if practicable. If not practicable, Business Associate shall continue to abide by the confidentiality requirements of this Agreement and HIPAA. Business Associate shall be liable for any and all damages, fines, or penalties resulting from any breach of such confidentiality by Business Associate after the termination of the business relationship between the parties.

n. This Agreement shall supercede any inconsistent prior agreement between the parties only to the extent of the inconsistency.

2. <u>Covered Entity Duties:</u>

a. Covered Entity shall make all reasonable efforts to assist Business Associate in complying with this Agreement and with HIPAA.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclosure PHI, to the

extent that such change may affect Business Associate's use or disclosure of PHI.

c. 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.

d. Covered Entity shall indemnify and hold harmless Business Associate for any intentional or negligent act or omission by the Covered Entity or agents, employees, or assigns that result in Business Associate suffering any liability under HIPAA.

3. **Term and Termination:**

a. **Term**: The Term of the Agreement shall be effective immediately and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

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

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

2. Immediately terminate this Agreement if Business Associate as breached a material term of this agreement and cure is not possible, or

3. If neither termination or cure are feasible. Covered Entity shall report the violation to the appropriate authorities and shall terminate this Agreement and any other agreements between the parties that involve the transfer of PHI.

c. **Effect of Termination:**

1. Expect as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy PHI received by Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to

Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of PHI is infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

4. **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.

Executed this _____.

Covered Entity

_____
J D Salinas III
Hidalgo County Judge

Business Associate

_____
By: {{MAILING_NAME}}
{{TITLE}}

SIGN-IN SHEET

HIDALGO COUNTY HIPAA Training

DATE: November 19, 2007

Print Name	Signature
Gloria Salinas RN	
Sara Peña Clerk	Sara Peña clerk
RoseMary Maldonado	
Jesus E. Sanchez	
Elvia Reyes	Elvia Reyes
Martha I. Flores	Martha I Flores
Lucila Vargas	
EMILIA ARANCIBIA	
Connie Sanchez	
Maricela Espinosa	

BORDER VISIONS
CONSULTING GROUP L.L.C.
LEADING COMMUNITIES PERFECT SOLUTIONS QUALITY RESULTS

SIGN-IN SHEET

HIDALGO COUNTY HIPAA Training

DATE: November 19, 2007

Print Name	Signature
Veronica Hernandez	Veronica Hernandez Weslaco Clinic
Elva Murphy	Elva Murphy
Sandra Medina	Sandra Medina
Sylvia Rocha	Sylvia Rocha
Hortencia Ballesteros	Hortencia Ballesteros
Maria T. Esquivel	Maria T Esquivel

BORDER VISIONS
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LEADING COMMUNITIES PERFECT SOLUTIONS QUALITY RESULTS

SIGN-IN SHEET

HIDALGO COUNTY HIPAA Training

DATE: November 19, 2007

Print Name	Signature
Clara Rodriguez	Clara Rodriguez
Minerva Carranza	Minerva Carranza
Delia Garza	Delia Garza
CYNTHIA OROZCO	Cynthia Orozco
BARBARA HERNANDEZ	Barbara Hdz
Lilibeth Garcia	Lilibeth Garcia

BORDER VISIONS
CONSULTING GROUP L.L.C.
LEADING COMMUNITIES PERFECT SOLUTIONS QUALITY RESULTS

SIGN-IN SHEET

HIDALGO COUNTY HIPAA Training

DATE: November 19, 2007

Print Name	Signature
Leticia Escobedo	Leticia Escobedo
Nydia Garcia	Nydia Garcia
Victoria M. Garza	Victoria M. Garza
Ann Cecilia Lopez	Ann Cecilia Lopez
Alma Estrada	Alma Estrada
Johanna Valdez	Johanna Valdez
Graciela Santos	Graciela Santos
Jesus Rivera	Jesus Guerra Rn-Pharm

BORDER VISIONS
CONSULTING GROUP L.L.C.
LEADING COMMUNITIES PERFECT SOLUTIONS QUALITY RESULTS

November 26, 2007 – Health Department

Print	Sign
Gloria Baez	Gloria Baez
manica M. Zuniga	Manica Zuniga
Mari Ruano	Mari Ruano
LILIA B. VELASCO	Lilia B. Velasco
SANDRA S. MARTINEZ	Sandra S. Martinez
Rebecca Rios	Rebecca Rios
Adriana Villalpando Infante	Adriana Villalpando Infante
Juanita R. Garcia	Juanita R. Garcia
Rigoberto Hinojosa	Rigoberto Hinojosa
Marissa Escamilla	M. Escamilla, RN
Alma Lugo	Alma Lugo
Soraida Flores	Soraida Flores
ERNESTINA SALAZAR	Ernestina Salaz
Mary J. Canti	Mary J Canti
Norma De Leon	Norma De Leon
Lourdes A. Macias	Lourdes A Macias
Petra Rubio	Petra Rubio
Dairen Sarmiento	Dairen Sarmiento
Lydia Serna	Lydia Serna
Rosa Laura Tovar	Rosa Laura Tovar
Pamela Rivas	Pamela Rivas
Yolanda Alafa	Yolanda Alafa
Herminia Gonzalez	Herminia Gonzalez
Monica Esparza	Monica Esparza
Norma L. Garza RN	Norma L. Garza
Jessica Garcia	Jessica Garcia

Print	11/26/07	Sign
Alcida Gutierrez		Alcida Gutierrez
Josie Escalante		Josie Escalante

Q#	Section/Regulation	Question	Response	Rule Comments
1	164.506(a). Consent for uses or disclosures to carry out treatment, payment, or health care operations.	Do you obtain an individual's consent prior to using or disclosing PHI to carry out treatment payment or health care operations? (See regulation for implementation specifications and definition of PHI)		Final rule requires consent for these purposes except in the following circumstances: provider has an indirect treatment relationship, individual is an inmate, in emergency treatment situations, law requires provider to treat individual, attempts are made to obtain consent but barriers to communication exist and consent to receive treatment is inferred from the circumstances.
2	164.506(a). Consent for uses or disclosures to carry out treatment, payment, or health care operations.	Does your consent form meet the requirements of the HIPAA regulation? (See regulation for the content requirements of the consent.)		The regulation lists the requirements for a valid consent. See regulation for the list of these requirements.
3	164.506(a). Consent for uses or disclosures to carry out treatment, payment, or health care operations.	Do you have a process in place to document failure to obtain a consent?		Failure to obtain a consent must be documented. The documentation must contain information about the attempt to obtain consent and the reason why consent was not obtained.
4	164.506(a). Consent for uses or disclosures to carry out treatment, payment, or health care operations.	Do you have a process in place to allow individuals to revoke a consent?		An individual may revoke a consent at anytime except to the extent that action has already been taken based on the existing consent. The revocation must be in writing.
5	164.506(a). Consent for uses or disclosures to carry out treatment, payment, or health care operations.	Do you have a record retention process in place that includes these consents?		Signed consents must by documented and retained in original or electronic copy for six years from the date of creation or the date that it was last in effect, whichever is later.
6	164.506(a). Consent for uses or disclosures to carry out treatment, payment, or health care operations.	Do you have a process in place to resolve conflicts between consents and any other authorization or written legal permission for use/disclosure of PHI for payment, treatment, or health care operations?		If a conflict exists, use and disclosure must follow the most restrictive document. The conflict may be resolved by obtaining a new consent or communicating (orally or in writing) with the individual to determine the individual's preference. This preference must be documented and followed.
7	164.508(a). Uses and disclosures for which an authorization is required.	Do you have a policy and procedure for obtaining authorization for use and disclosure of PHI for purposes other than payment, treatment, or health care operations?		The regulation requires authorization for uses and disclosure of PHI other than those obtained under the consent for payment, treatment, and health care operations or otherwise allowed under the rule.
8	164.508(b). Uses and disclosures for which an authorization is required.	If yes to the above, does your authorization form meet the regulation requirements? (See regulation for a list of the requirements).		The regulation spells out the core elements to an authorization as well as implementation specifications.
9	164.508(a). Uses and disclosures for which an authorization is required.	Do you generate psychotherapy notes? If yes, are these notes shared with or disclosed to anyone? (See regulation for definition of psychotherapy notes.)		Specific individual authorization is needed before this information could be disclosed with a few exceptions. These exceptions are listed in the regulation.

Q#	Section/Regulation	Question	Response	Rule Comments
10	164.508(b)(3). Uses and disclosures for which an authorization is required.	Do you ever use "compound" or combined authorizations?		Authorizations for use and disclosure of PHI may not be combined with any other document to create a compound authorization except under specific conditions. These conditions are listed in the regulation.
11	164.508(b)(4). Uses and disclosures for which an authorization is required.	Do you ever condition treatment, payment, enrollment in the health plan, or eligibility for benefits on the provision of an authorization from an individual?		Treatment, payment, enrollment in the health plan, or eligibility for benefits to an individual may not be conditioned on the provision of an authorization except under certain exceptions. See regulation for these exceptions.
12	164.508(b)(5). Uses and disclosures for which an authorization is required. Revocation of Authorization.	Do you have policies and procedures that allow for the revocation of an authorization?		An individual may revoke an authorization at anytime except to the extent that action has already been taken based on the existing consent, or if the authorization was obtained as a condition for obtaining insurance coverage, other law provides the insurer the right to contest a claim under the policy. The revocation must be in writing.
13	164.508(b)(6). Uses and disclosures for which an authorization is required. Documentation.	Do you have a documentation process in place that includes these authorizations?		Signed authorizations must by documented and retained in original or electronic copy for six years from the date of creation or the date that it was last in effect, whichever is later.
14	164.510(a). Uses and disclosure requiring an opportunity for the individual to agree or to object. Use and disclosure for facility directories.	Do you maintain a facility directory? If so does your directory containing only the allowable PHI?		The following PHI may be used in a facility directory: Individual's name, location within the facility, condition in general terms that does not communicate specific medical information, and religious affiliation.
15	164.510(a). Uses and disclosure requiring an opportunity for the individual to agree or to object. Use and disclosure for facility directories.	Does your policy regarding your facility directory allow for disclosure only to clergy and to persons asking for the individual by name?		Disclosure of directory information is allowed to members of the clergy or to persons who, except for religious affiliation, ask for the individual by name.
16	164.510(a). Uses and disclosure requiring an opportunity for the individual to agree or to object. Use and disclosure for facility directories.	Does your policy regarding your facility directory allow for the individual to restrict or prohibit some or all of the uses of directory information?		An individual must be informed of the PHI that may be included in a directory, to whom the information may be disclosed, and provide the individual with an opportunity to restrict or prohibit some or all of the uses of the PHI.
17	164.510(a). Uses and disclosure requiring an opportunity for the individual to agree or to object. Use and disclosure for facility directories.	Does your policy regarding your facility directory allow for use or disclosure of PHI in the facility directory in emergency circumstances?		If an opportunity to object is not able to be provided due to an individual's incapacity or an emergency treatment situation, PHI may be used in a facility directory under certain guidelines. See regulation for these restrictions.
18	164.510(b). Uses and disclosure requiring an opportunity for the individual to agree or to object. Uses and disclosures for involvement in the individual's care and notification purposes.	Do you ever disclose PHI to a family member, other relative, or close personal friend of the individual?		A covered entity may disclose to a family member, other relative, or close personal friend of the individual, or any other person identified by the individual, the PHI directly relevant to such person's involvement with the individual's care or payment related to the care if the disclosure is in accordance with certain requirements (See regulation for requirements).

Q#	Section/Regulation	Question	Response	Rule Comments
19	164.510(b). Uses and disclosure requiring an opportunity for the individual to agree or to object. Uses and disclosures for involvement in the individual's care and notification purposes.	If yes to the above, does your disclosure policy meet the requirements of the regulation? (See regulation for requirements).		There are requirements to be met for disclosure depending upon whether or not the individual is present (See regulation for requirements).
20	164.510(b). Uses and disclosure requiring an opportunity for the individual to agree or to object. Uses and disclosures for involvement in the individual's care and notification purposes.	Do you ever disclose PHI to notify, or assist in the notification (including identifying or locating) a family member, personal representative, or another person responsible for the individual's care of the individual's location, general condition or death?		A covered entity may disclose PHI to notify, or assist in the notification (including identifying or locating) a family member, personal representative, or another person responsible for the individual's care of the individual's location, general condition, or death if the disclosure is in accordance with certain requirements (See regulation for requirements).
21	164.510(b). Uses and disclosure requiring an opportunity for the individual to agree or to object. Uses and disclosures for involvement in the individual's care and notification purposes.	If yes to the above, does your disclosure policy meet the requirements of the regulation? (See regulation for requirements).		There are requirements to be met for disclosure depending upon if the individual is present or not, or the disclosure is for disaster relief purposes (See regulation for requirements).
22	164.510(b). Uses and disclosure requiring an opportunity for the individual to agree or to object. Uses and disclosures for involvement in the individual's care and notification purposes.	Do you ever allow persons to act on the behalf of individuals to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of PHI? If so does your disclosure policy meet the requirements of the regulation?		A covered entity may use professional judgment and experience with common practice to make reasonable inferences of the individual's best interest in allowing a person to act on behalf of the individual to pick up these items, if the individual is not present or able to agree or object to the disclosure.
23	164.512(b). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for public health activities.	Do you ever release PHI for public health activities (i.e., surveillance, communicable disease investigations, registries, birth or deaths, product defects or problems, adverse events, etc.)?		This type of PHI may be disclosed to a health authority that is authorized by law to collect or receive such information for the purpose of preventing, or controlling disease, injury, or disability. Must be sure policy & procedures match regulation (pp. 82813 & 82814).
24	164.512(b). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for public health activities.	Do you ever release PHI to an authority authorized by law to receive reports of child abuse or neglect?		This is not restricted, but do need to review process/policies to be sure match regulation (pp 82813 & 82814).
25	164.512(b). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for public health activities.	Do you ever release PHI to a person under the jurisdiction of the Food and Drug Administration?		Disclosure is not restricted for the purpose of reporting adverse events, product defects / problems, or biological product deviations, or for tracking products, enable recalls, repairs, or replacement, or for conducting post marketing surveillance.
26	164.512(b). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for public health activities.	Do you ever release PHI to persons who may have been exposed to a communicable disease or may otherwise be at risk for contracting or spreading a disease or condition?		Disclosure is not restricted if the covered entity is authorized by law to notify such person as necessary in the conduct of a public health intervention or investigation.

Q#	Section/Regulation	Question	Response	Rule Comments
27	164.512(b). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for public health activities.	Do you ever release PHI to employers about a member of the employers' workforce?		This is allowed, with some restriction, if you are a provider who is a member of the employer's workforce or who provides health care at the request of the employer for medical surveillance of the workplace, or to evaluate if the individual has a work related illness or injury. (See regulation for restrictions)
28	164.512(c). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures about victims of abuse, neglect, or domestic violence.	Do you ever disclose PHI about individuals you reasonably believe to be a victim of abuse, neglect, or domestic violence?		This is allowed, with some restrictions, if the disclosure is to a government authority, including social services or protective services authorized by law to receive such reports. (See regulation for restrictions)
29	164.512(d). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for health oversight activities.	Do you ever release information for health oversight activities (i.e., audits, civil, administrative, or criminal investigations, licensure or disciplinary actions, etc.) for appropriate oversight of the health care system, Government benefit programs (where PHI is relevant to beneficiary eligibility), or entities subject to government regulatory programs or civil rights laws where PHI is needed to determine compliance?		Disclosure is allowed for these appropriate oversight activities. However, disclosure is not allowed if the individual is the subject of the investigation or activity AND the activity is not related to receipt of health care, a claim for public health benefits, or qualification for public benefits when the patient's health is integral to the claim for public benefits.
30	164.512(e). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for judicial and administrative proceedings.	Do you ever release PHI in the course of any judicial or administrative proceedings?		A covered entity may disclose PHI in the course of judicial or administrative proceedings if certain conditions are met. (See regulation for conditions)
31	164.512(f)(1). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for law enforcement purposes. Pursuant to process and as otherwise required by law.	Do you ever release PHI to a law enforcement official pursuant to process and as otherwise required by law?		Information may be disclosed to law enforcement pursuant to process and as otherwise required by law if certain conditions are met. (See regulation for conditions)
32	164.512(f)(2). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for law enforcement purposes. Limited information for identification and location purposes	Do you ever release PHI to a law enforcement official for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person?		The following PHI may be disclosed: name & address; date & place of birth; social security number, ABO blood type & rh factor; type of injury; date & time of treatment; date and time of death; and description of distinguishing physical characteristics (including ht, wt., gender, race, hair/eye color, scars, tattoos, and facial hair). Except as permitted above, you may not disclose PHI related to DNA or DNA analysis, dental records, or typing, samples or analysis of body fluids or tissue for purposes of location or identification.

Q#	Section/Regulation	Question	Response	Rule Comments
33	164.512(f)(3). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for law enforcement purposes. Victims of a crime.	Do you ever release PHI to a law enforcement official about victims of a crime?		Information may be disclosed to law enforcement about victims of a crime if certain conditions are met. (See regulation for conditions)
34	164.512(f)(4). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for law enforcement purposes. Decedents.	Do you ever release PHI to a law enforcement official about a person who has died for the purpose of alerting law enforcement of the death of the individual?		This type of disclosure is allowed if you have suspicion that the death may have resulted from criminal conduct.
35	164.512(f)(5). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for law enforcement purposes. Crime on premises.	Do you ever release PHI to a law enforcement official about a criminal conduct that may have occurred on your premises?		Disclosure of PHI to a aw enforcement official is allowed if you believe in good faith constitutes evidence of criminal conduct that has occurred on your premises.
36	164.512(f)(6). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for law enforcement purposes. Reporting crime in emergencies.	Do you ever release PHI to a law enforcement official, in the course of responding to a medical emergency, that may be related to criminal conduct?		Disclosure of PHI in response to a medical emergency (except if the emergency is on your premises) is allowed if such disclosure appears necessary to alert law enforcement of the commission & nature of a crime; the location or such crime or victim; the identity, description, & location of perpetrator of such crime. If the medical emergency was the result of abuse, neglect, or domestic violence, you must follow the requirements related to that type of disclosure.
37	164.512(g)(1). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and Disclosures about decedents. Coroners and medical examiners.	Do you ever release PHI information about deceased persons to coroners or medical examiners?		Disclosure of PHI to coroners and medical examiners is allowed for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
38	164.512(g)(2). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and Disclosures about decedents. Funeral directors.	Do you ever release PHI information about deceased persons to funeral directors?		Disclosure of PHI to funeral directors is allowed to the extent the disclosure is consistent with applicable law, as necessary for the directors to carry out their duties with respect to the decedent. If necessary the disclosure may be made prior to and in reasonable anticipation of the individual's death.
39	164.512(h). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for cadvaric organ, eye, or tissue donation purposes.	Do you ever release PHI information to organ procurement organizations or organizations engaged in similar functions for the purpose of organ, eye, or tissue donation and transplantation?		Disclosure of PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissue is allowed, for the purpose of facilitating such donation or transplantation.

Q#	Section/Regulation	Question	Response	Rule Comments
40	164.512(i). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for research purposes.	Do you ever use or disclose PHI for research?		Use and disclosure of PHI for research, regardless of the funding of the research is allowed, provided certain conditions are met. (See regulation for conditions).
41	164.512(j). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures to avert a serious threat to health or safety.	Do you ever use or disclose PHI for the purpose of averting a serious threat to health or safety?		Disclosure of PHI to avert a serious threat to health or safety is allowed, provided certain conditions are met. (See regulation for conditions).
42	164.512(k)(1)(i). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Military and veterans activities. Armed Forces personnel.	Do you ever use or disclose PHI of individual who are Armed Forces personnel?		Disclosure of PHI of Armed Forces personnel is allowed for the purpose of activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission. The military authority has had to have published a notice in the Federal Register that states who the appropriate military command authorities are and the purposes for which the PHI may be used or disclosed.
43	164.512(k)(1)(ii). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Military and veterans activities. Separation or discharge from military services.	This is only applicable to covered entities who are components of the Departments of Defense or Transportation.		These covered entities may disclose PHI of an individual who is a member of the Armed Forces to the Department of Veterans Affairs for the determination of the individual's eligibility for or entitlement to benefits under laws administered by the Secretary of Veterans Affairs.
44	164.512(k)(1)(iii). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Military and veterans activities. Veterans.	This is only applicable to covered entities who are a component of the Department of Veteran Affairs.		These covered entities may disclose PHI to components of the Department of Veterans Affairs that determine eligibility for or entitlement to benefits under laws administered by the Secretary of Veterans Affairs.
45	164.512(k)(1)(iv). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Military and veterans activities. Foreign military personnel.	Do you ever disclose PHI of individual who are foreign military personnel?		Covered entities may disclose PHI of individuals who are foreign military personnel to their appropriate foreign military authority for the same purposes that are permitted for Armed Forces personnel and under the same conditions.

Q#	Section/Regulation	Question	Response	Rule Comments
46	164.512(k)(2). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. National security and intelligence activities.	Do you ever disclose PHI to authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities?		Such disclosure is allowed if the national security activities are authorized by the National Security Act (50 U.S.C. 401, et seq.) and implementing authority (e.g., Executive Order 12333).
47	164.512(k)(3). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Protective services for the President and others.	Do you ever disclose PHI to authorized federal officials for the provision of protective services to the President or other persons?		Such disclosure is allowed for the protective services of the President and other persons authorized by 18 U.S.C. 3056, or to foreign heads of state or other persons authorized by 22 U.S.C. 2709(a)(3), or for the conduct of investigations authorized by 18 U.S.C. 871 and 879.
48	164.512(k)(4). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Medical suitability determinations.	This is only applicable to covered entities who are a component of the Department of State.		These covered entities may use PHI to make medical suitability determinations and may disclose whether or not the individual was found to be suitable to officials in the Dept. of State for specified purposes. (See the regulation for these purposes).
49	164.512(k)(5). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Correctional institutions and other law enforcement custodial situations.	Do you ever disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual, PHI about the inmate or individual?		This disclosure is allowed if the institution or official represents such PHI is necessary for the provision of health care to the individual; the health and safety of the individual, other inmates, officers or employees of the institution, or persons transporting the individual; law enforcement on the premises of the institution; and administration and maintenance of the safety, security, and good order of the institution.
50	164.512(k)(6). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Uses and disclosures for specialized government functions. Covered entities that are government programs providing public benefits.	This is only applicable to covered entities that are health plans that are government programs providing public benefits or government agencies that administer a government program providing public benefits.		Disclosure of PHI relating to eligibility for enrollment is allowed to another government agency if the sharing of such information is in a single or combined data system accessible to all such government agencies and is required or authorized by statute or regulation, or if the programs serve similar or same populations and the disclosure is necessary to coordinate the functions of such programs.
51	164.512(l). Uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required. Disclosures for workers' compensation.	Do you ever disclose PHI to workers' compensation or other similar programs?		Such disclosure is allowed to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

Q#	Section/Regulation	Question	Response	Rule Comments
52	164.514(a). Other requirements relating to uses and disclosures of protected health information. De-identification of PHI.	Do you ever use or disclose health information that does not identify an individual and where there is no reasonable basis to believe the individual can be identified?		This type of information is not considered to be individually identifiable health information, and therefore is not subject to the requirements of this regulation. However, there are requirements to be met to ensure the PHI is de-identified. (See regulation for requirements)
53	164.514(c). Other requirements relating to uses and disclosures of protected health information. Re-identification of PHI.	If you use de-identified information, do you ever have a need to re-identify the information?		A covered entity may assign a code or other means of record identification to re-identify information provided that the code or record identification is not derived from information related to the individual or otherwise capable of being translated to identify the individual; and the covered entity does not use or disclose the code or other record identification for any other purpose, and does not disclose the mechanism for re-identification.
54	164.514(d). Other requirements relating to uses and disclosures of protected health information. Minimum necessary disclosures of PHI.	Do you have policies and procedures that allow for making reasonable efforts to limit PHI to the minimum necessary to accomplish the purpose for which it is needed?		The regulation requires that when using or disclosing PHI, or requesting PHI from another covered entity, reasonable efforts are made to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. Note: This minimum necessary standard does not apply to disclosures to a provider for treatment and other exceptions as noted in the regulation (164.502(b)(2)). (See Attachment 17 for the implementation specifications of minimum necessary uses of PHI).
55	164.514(d). Other requirements relating to uses and disclosures of protected health information. Minimum necessary disclosures of PHI.	Do you have policies and procedures that identify your workforce members who need access to protected health information to carry out their duties?		A covered entity must identify persons or classes of persons in the workforce who need access to PHI to carry out their duties. Also, for each person/class of person, the entity must identify and make reasonable efforts to limit that access to the category or categories of PHI to which access is needed and any conditions appropriate to such access.
56	164.514(e). Other requirements relating to uses and disclosures of protected health information. Uses and disclosures of protected health information for marketing.	Do you use PHI for marketing purposes?		A covered entity may use PHI for marketing purposes without an authorization if the marketing communication meets certain conditions. (See regulation for the list of conditions.)
57	164.514(f). Other requirements relating to uses and disclosures of protected health information. Uses and disclosures for fundraising.	Do you use PHI for fundraising purposes?		A covered entity may use PHI for fundraising purposes without an authorization if the use or disclosure meets certain conditions. (See regulation for the conditions.)
58	164.514(g). Other requirements relating to uses and disclosures of protected health information. Uses and disclosures for underwriting and related purposes.	Do you use PHI for the purpose of underwriting, premium rating, or other activities relating to the creation, renewal, or replacement of a contract of health insurance or health benefits?		If a health plan receives PHI for the listed purposes, and if such health insurance or health benefits are not placed with the plan, such health plan may not use or disclose the PHI for any other purpose, except as may be required by law.

Q#	Section/Regulation	Question	Response	Rule Comments
59	164.514(h). Other requirements relating to uses and disclosures of protected health information. Verification requirements.	Do you have policies and procedures in place to verify the identity and authority of persons requesting PHI and for obtaining any documentation, statements, or representation that is a condition of a disclosure?		The covered entity must verify the identity and authority of persons requesting PHI and obtain any required documents for the disclosure, except for disclosures requiring and opportunity for the individual to agree or object. (See regulation for the implementation specifications related to verification procedures.)
60	164.520(a). Notice of privacy practices for protected health information. Notice of privacy practices.	Do you have a process to provide adequate notice to individuals of the uses and disclosure of PHI that you may make, and of their rights and your legal duties with respect to PHI?		Other than certain exceptions for group health plans and inmates, individuals have rights to adequate notice of the use and disclosures of their PHI that may be made. (See the regulation for a description of these exceptions.)
61	164.520(b). Notice of privacy practices for protected health information. Content of notice.	Does your process provide a notice that contains the required elements?		The covered entity must provide a notice that is written in plain language and that contains specified elements. (See regulation for the required elements.)
62	164.520(b)(viii)(3). Notice of privacy practices for protected health information. Content of notice. Revisions to the notice.	Does your process provide for revisions of the notice and distribution of the changes?		When there is a material change to the uses or disclosures, the individual's rights, the covered entity's legal duties, or other privacy practices stated in the notice, the covered entity must promptly revise and distribute its notice. (Except where required by law, such a change may not be implemented prior to the effective date of the notice in which the change is reflected.)
63	164.520(b)(1)&(2). Notice of privacy practices for protected health information. Provisions of notice. Requirements for health plans & Requirements for certain covered health care providers.	If applicable, do your processes meet the specific requirements for health plans or for health care providers that have a direct treatment relationship with an individual?		There are specific requirements for health plans and for certain covered health care providers related to the provision of the notice to individuals. (See regulation for the requirements.)
64	164.520(b)(3). Notice of privacy practices for protected health information. Provisions of notice. Requirements for electronic notice.	Do you maintain a web site that provides information about your customer services or benefits?		A covered entity that provides information about its customer services or benefits must prominently post its notice on the web site and make the notice available electronically through the web site. (See regulation for further provisions of electronic notice).
65	164.520(d). Notice of privacy practices for protected health information. Joint notice by separate covered entities.	Do you participate in any organized health care arrangements?		Covered entities that participate in organized health care arrangements may comply with notice requirements by a joint notice if the joint notice meets certain conditions. (See regulation for these conditions)
66	164.520(e). Notice of privacy practices for protected health information. Documentation.	Do you have a process in place to document compliance with the notice?		A covered entity must document compliance with the notice requirements by retaining copies of the notices it issues for six years from the date of its creation or the date when it last was effective, whichever is later.

Q#	Section/Regulation	Question	Response	Rule Comments
67	164.522(a)(1). Rights to request privacy protection for protected health information. Right of the individual to request restriction of uses and disclosures.	Do you have a process in place to allow individuals to request restrictions of PHI for treatment, payment, or health care operations, or for any disclosures permitted for involvement in care and notification purposes which require an opportunity to agree or object (164.510(b))?		A covered entity must permit an individual to request a restriction, however a covered entity is not required to agree to a restriction. If the restriction is agreed to, the entity may not violate the restriction except to provide emergency treatment. If this occurs, the entity must request that the provider not further disclose the information. Such a restriction is not effective to prevent use or disclosure permitted or required for treatment (164.502(a)(2)(i)), for facility directories (164.510(a)), or for which consent, authorization, or opportunity to agree/object is not required (164.512).
68	164.522(a)(2). Rights to request privacy protection for protected health information. Terminating a restriction.	Do you have a process in place to allow for the termination of a restriction?		A covered entity may terminate an agreement to restriction if the individual agrees to or requests termination in writing; orally agrees and agreement is documented; or the entity informs the individual of the termination (except such termination is only effective with respect to PHI created or received after it has so informed the individual).
69	164.522(b)(1). Rights to request privacy protection for protected health information. Confidential communications requirements.	Do you have a process in place to allow for individuals to request to receive (and to accommodate such requests) communications of PHI by alternative means or at alternative locations?		Covered health care providers must permit individuals this request and must accommodate reasonable requests. Covered health plans must also permit and accommodate such requests, if the individual clearly states that the disclosure of all or part of the PHI could endanger the individual.
70	164.522(b)(1). Rights to request privacy protection for protected health information. Conditions on providing confidential communications.	Does your process to allow for individuals to request to receive (and to accommodate such requests) communications of PHI by alternative means or at alternative locations meet the implementation specifications of the regulation?		A covered entity may require the request in writing and may condition accommodation on information as to how payment, if any, will be handled (if appropriate) and specification of an alternative address or method of contact. A provider may not require an explanation as a basis for the request, but a health plan may require that a request contain a statement that the disclosure could endanger the individual.
71	164.524(a)(1). Access of individuals to protected health information. Right of access.	Do you have a policy in place to allow individuals to inspect and obtain a copy of PHI about themselves?		Individuals have the right of access to their own PHI with some exceptions. The entity may also deny access under certain circumstances. (See regulation for a description of the right of access and conditions for denial of access.)
72	164.524(b)(2). Access of individuals to protected health information. Requests for access and timely action. Timely action.	Do you have a policy in place to allow for timely responses to a request for access?		A covered entity must act on a request for access no later than 30 days after the receipt of the request, with certain conditions for the actions. (See regulation for conditions)
73	164.524(c). Access of individuals to protected health information. Provision of access.	When you grant a request for access, do your processes comply with the regulation's requirements?		A covered entity must comply with certain requirements when providing an individual with access, in whole or in part, to PHI. (See regulation for requirements)

Q#	Section/Regulation	Question	Response	Rule Comments
74	164.524(d). Access of individuals to protected health information. Denial of Access.	When you deny a request for access, do your processes comply with the regulation's requirements?		A covered entity must comply with certain requirements when denying an individual access, in whole or in part, to PHI. (See regulation for requirements)
75	164.524(e). Access of individuals to protected health information. Documentation	Does your policy regarding provisions for access and denial of access include documentation and retention requirements?		A covered entity must document the designated record sets that are subject to access by individuals and the titles of the persons or offices responsible for receiving and processing requests for access by individuals. Such documentation must be retained for 6 years from time of creation or last effective date, whichever is later.
76	164.526(a). Amendment of protected health information. Right to amend.	Do you have a policy in place to allow individuals to amend PHI or a record about themselves?		Individuals have the right to amend their PHI or records. The entity may also deny the requested amendment under certain circumstances. (See regulation for a description of the right to amend and conditions for denial of the amendment.)
77	164.526(b)(2). Amendment of protected health information. Timely action.	Do you have a policy in place to allow for timely responses to a request for amendment?		A covered entity must act on a request for amendment no later than 60 days after the receipt of the request, with certain conditions for the actions. (See regulation for conditions.)
78	164.526(c)(1). Amendment of protected health information. Accepting the amendment. Making the amendment.	When you grant a request for amendment, do your processes comply with the regulation's requirements for making the amendment?		The appropriate amendment to the PHI or record must be made by, at a minimum, identifying the records in the designated record set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment.
79	164.526(c)(2). Amendment of protected health information. Accepting the amendment. Informing the individual.	When you grant a request for amendment, do your processes comply with the regulation's requirements for informing the individual?		The individual must be informed timely that the amendment is accepted, and the entity must obtain the individual's identification of and agreement to have the entity notify the relevant persons with which the amendment needs to be shared.
80	164.526(c)(3). Amendment of protected health information. Accepting the amendment. Informing others.	When you grant a request for amendment, do your processes comply with the regulation's requirements for informing others?		A reasonable effort must be made to inform and provide the amendment, within a reasonable time, to persons identified by the individual as having received PHI and needing the amendment, and persons (including business associates) that the entity knows have the PHI that is subject of the amendment and that may have relied, or could foreseeably rely, on such information to the detriment of the individual.
81	164.526(d)(1). Amendment of protected health information. Denying the amendment. Denial.	When you deny a request for amendment, do your processes comply with the regulation's requirements for denial?		A covered entity must comply with certain requirements when denying a request for amendment, in whole or in part, to PHI. (See regulation for requirements)
82	164.526(d)(2). Amendment of protected health information. Denying the amendment. Statement of disagreement.	Does your policy regarding denial of a request for amendment allow for a statement of disagreement from the individual?		The entity must permit the individual to submit to the entity a written statement disagreeing with the denial of all or part of a requested amendment and the basis of such disagreement. The covered entity may reasonably limit the length of the statement of disagreement.

Q#	Section/Regulation	Question	Response	Rule Comments
83	164.526(d)(3). Amendment of protected health information. Denying the amendment. Rebuttal statement.	Does your policy regarding denial of a request for amendment allow for a rebuttal to a statement of disagreement from the individual?		The entity may prepare a written rebuttal to the individual's statement of disagreement. A copy of such a rebuttal must be provided to the individual who submitted the statement of disagreement.
84	164.526(d)(4). Amendment of protected health information. Denying the amendment. Recordkeeping.	Does your policy regarding denial of a request for amendment allow for the record keeping of the request for amendment, the denial of the request, the statement of disagreement, and the rebuttal?		The covered entity must, as appropriate, identify the record or PHI in the designated record set that is the subject of the disputed amendment and append or otherwise link all the documents listed to the left to the designated record set.
85	164.526(d)(5). Amendment of protected health information. Denying the amendment. Future disclosures.	Does your policy regarding denial of a request for amendment allow for future disclosures which include the information about the disagreement?		If a statement of disagreement has been submitted the entity must include, with the material appended in the recordkeeping requirement, an accurate summary of any such information with subsequent disclosures of the PHI involved. If there is not statement of disagreement, the entity must include the request for amendment and denial or summary thereof with subsequent disclosures of the PHI involved. If the disclosure is being made using a standard transaction that does not permit the additional material, the covered entity may separately transmit the additional material.
86	164.526(e). Amendment of protected health information. Actions on notices of amendment.	Do you have a process for amending an individual's PHI when you are informed by another covered entity of an approved amendment?		A covered entity that is informed by another covered entity of an amendment to an individual's PHI, must amend the PHI in designated record sets.
87	164.526(f). Amendment of protected health information. Documentation.	Do you document the titles of the persons or offices responsible for receiving and processing requests for amendments?		A covered entity must document the titles of the persons or offices responsible for receiving and processing requests from individuals for amendments and retain the documentation for 6 years from date of creation or last effective date, whichever is later.
88	164.528(a). Accounting of disclosures of protected health information. Right to an accounting of disclosures of protected health information.	Do you have processes in place to provide individuals with an accounting of disclosures of PHI made by you in the six years prior to the date on which the accounting is requested?		Individuals have the right to receive an accounting of disclosures of PHI made by a covered entity in the six years prior to the date on which the accounting is requested, with some disclosures excepted (See regulation for exceptions).
89	164.528(b). Accounting of disclosures of protected health information. Content of the accounting.	Do the accountings you provide in response to requests by individuals for accountings of disclosures meet all the requirements of the regulation?		There are specific requirements for the content of the accountings given in response to a request. (See regulation for these requirements.)
90	164.528(c). Accounting of disclosures of protected health information. Provision of the accounting	Do your provisions of requested accountings meet the timeliness requirements?		The covered entity must act on the individual's request no later than 60 days after receipt of such request, following certain conditions (See regulation for conditions).
91	164.528(d). Accounting of disclosures of protected health information. Documentation.	Does your policy regarding provisions for accounting include documentation and retention requirements?		A covered entity must document the information required to be included in the accounting (content), the written accounting that is provided, and the titles of the persons or offices responsible for receiving and processing requests of an accounting. This documentation must be retained for 6 years from the date of creation or the last effective date, whichever is later.

Q#	Section/Regulation	Question	Response	Rule Comments
92	164.530(a)(1). Administrative requirements. Personnel designations.	Does your entity have a designated privacy official?		Covered entities must designate a privacy official who is responsible for the development and implementation of the policies and procedures of the entity, and a contact person or office who is responsible for receiving complaints and who is able to provide further information about matters covered by the required notice.
93	164.530(b). Administrative requirements. Training	Does your entity have a program in place to provide training as required by the regulation?		A covered entity must train all members of its workforce on the policies and procedures relating to PHI, as necessary and appropriate for the workforce to carry out their function within the entity. Training must be given no later than the entity's compliance date, thereafter, to each new member of the workforce in a reasonable time frame, to each member whose functions are affected by a material change in the policies and procedures within a reasonable time frame, and the entity must document that the training has been provided.
94	164.530(c). Administrative requirements. Safeguards.	Does your entity have the appropriate safeguards in place to protect the privacy of PHI?		A covered entity must have in place appropriate administrative, technical, and physical safeguards to protect the PHI from any intentional or unintentional use or disclosure that is in violation of the regulation.
95	164.530(d). Administrative requirements. Complaints to the covered entity.	Do you have a process in place for individuals to make complaints concerning your policies and procedures that are required by the regulation or your compliance with such policies and procedures or any requirements of the regulation?		A covered entity must provide a process for individuals to make such complaints and must document all complaints received, and their disposition, if any. This documentation must be retained for 6 years from the date of creation or the last effective date, whichever is later.
96	164.530(e). Administrative requirements. Sanctions.	Do you have a sanction policy in place to respond to members of your workforce who fail to comply with your privacy policies and procedures or the requirements of the regulation?		Covered entities are required to have such a sanction policy and must document the sanctions that are applied, if any. The sanction requirement does not apply to a member of the workforce who used or disclosed PHI that is permitted by the regulation (under 164.502) or meets the conditions for refraining from intimidating or retaliatory acts.
97	164.530(f). Administrative requirements. Mitigation.	Do you have a policy in place regarding mitigation of any harmful effect that may have occurred as a result of a use or disclosure of PHI in violation of your policies and procedures or the requirements of the regulation?		A covered entity must mitigate, to the extent practicable, any harmful effect that is known to the entity of a use or disclosure in violation of its policies and procedures or the requirements of the regulation.
98	164.530(g). Administrative requirements. Refraining from intimidating or retaliatory acts.	Do you have an non-retaliation policy in place?		A covered entity may not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual who exercised his/her rights as provided by the regulation, an individual or other person for filing a complaint with the Secretary, testifying, assisting, or participating in an investigation, compliance review, proceeding or hearing, or for opposing any act or practice made unlawful by the regulation.

Q#	Section/Regulation	Question	Response	Rule Comments
99	164.530(h). Administrative requirements. Waiver of rights.	Do any of your policies or procedures, intentionally or unintentionally require individuals to waive their rights to file a complaint of as condition to treatment, payment, enrollment in a health plan, or eligibility for benefits.		A covered entity may not require individuals to waive their rights to file a complaint (160.306) or as a condition of the provision of treatment, payment, enrollment in a health plan, or eligibility for benefits.
100	164.530(i). Administrative requirements. Policies and Procedures.	Do you have policies and procedures in place that are designed to comply with the requirements of the regulation and a process in place for making and implementing changes to these policies and procedures?		A covered entity must implement policies and procedures with respect to PHI that are designed to comply with the standard, implementation specifications, or other requirements of the regulation. A covered entity must change its policies and procedures as necessary and appropriate to comply with change in the law. (See the regulation for the requirements related to policies and procedures and their changes).
101	164.530(j). Administrative requirements. Documentation.	Do your documentation procedures require you to maintain all required documentation, and to retain it for 6 years from the date of its creation or the date when it last was in effect, whichever is later?		A covered entity must maintain the required policies and procedures in written or electronic form, any required written communications in written or electronic form, and documentation of any required action, activity or designation in written or electronic form, for the required time period.
102	164.530(k). Administrative requirements. Group health plans	Is your entity a group health plan that may be exempt from many of the administrative requirements?		A group health plan is not subject to the standard or implementation specifications for personnel designations, training, safeguards, complaints, sanctions, mitigation, and policies and procedures if it meets certain requirements. See the regulation for these requirements.

Purchase Order

COUNTY OF HIDALGO

PO#: 594557

DATE: 11/09/07

VENDOR: 238546 REQ:00121556
FAX (956)687-6655 Email:
Phone:(956)630-6775
BORDER VISIONS CONSULTING GROUP LLC
3911 N 10TH, STE M
MCALLEN TX 78501

BUYER:
SHIP TO: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-07-174-08-28 EXP 03/01/08		
1		SCOPE OF WORK- ASSESSMENT OF CURRENT HIPAA COMPLIANCE BY VARIOUS DEPARTMENTS	.00	.00
1		TRAIN THE TRAINER PROGRAM	.00	.00
1		BSINESS ASSOCIATE AGREEMENTS	.00	.00
1		PRIVACY OFFICER/CONTACT PERSON SECURITY OFFICER TRAINING PROGRAM	.00	.00
1		EMPLOYEE TRAINING PROGRAM (NEW HIRES/PROMOTIONS)	.00	.00
1	EACH	$5000.00 PER MONTH (SEPTEMBER, OCTOBER, NOVEMBER)	15,000.00	15,000.00
		Total		15,000.00

****

For Hidalgo County use only

7-1100-415-14-115-001-0-339 15,000.00

Approved

COPY

Authorized by: Martha L. Salazar

HIDALGO COUNTY, TEXAS
HOTEL, CAR RENTAL, AND SEMINAR REGISTRATION

DEPARTMENT: WIC

DEPARTURE DATE: 1/11/2008 RETURN DATE: 1/11/2008

TO CITY: Edinburg STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: See list

SEMINAR REGISTRATION

TITLE OF WORKSHOP/CONFERENCE: Solving Performance And Conduct P.O. 596093

SPONSORED BY: Border Vision Counsulting

REGISTRATION CHECK PAYABLE TO: Border Vision Counsulting

REGISTRATION ADDRESS: 205 W. Iris
Mcallen, Tex. 78501

V-238546

REGISTRATION COST PER EMPLOYEE: $125.00

NUMBER OF EMPLOYEES ATTENDING: 26 x8 ✓

GENERAL LEDGER ACCOUNT NUMBER 8.1292.441.00.350.001.8.584

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending) . . . . . A. $ 3,250.00

HOTEL

NAME OF HOTEL: CONFIRMATION NUMER(S):

ADDRESS OF HOTEL:

HOTEL PHONE NUMBER:

DAILY ROOM RATE:

TAX RATE:

NUMBER OF ROOMS: NAME OF HOTEL CONTACT PERSON:

NUMBER OF DAYS: GENERAL LEDGER ACCOUNT NUMBER: 8.1292.441.00.350.001.8.583

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. #VALUE!

CAR RENTAL

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

PHONE NUMBER OF CAR RENTAL COMPANY: CONFIRMATION NO.:

DAILY CAR RATE: $ -

NUMBER OF DAYS: 0

GENERAL LEDGER ACCOUNT NUMBER:

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

TOTAL (A +B + C) #VALUE!

Please indicate below how Hidalgo County will benefit from this trip:

Understand the permormance management process.

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

DEPARTMENT HEAD APPROVAL (Signature)	DEPARTMENT CONTACT PERSON	PHONE #
Norma L Lopez	Margarita Gonzalez, Administrative Tech.	

RECEIVED HIDALGO COUNTY 2007 DEC 18 PM 2:52

List of Supervisors
Attending Seminar
Solving Performance And Conduct

1. Anabelle Ramirez
2. Cynthia Casas
3. Rosa Sepulveda
4. Norma Flores
5. Cristine Contreras
6. Diane Reyes
7. Ryan Rios
8. Dora Trevino
9. Carmen Pena
10. Claudia de la Rosa
11. Teresa Sanchez
12. Veroncia Riojas
13. San Juanita Alcantar
14. Elma Garza
15. Melissa Gonzalez
16. Sulema Cano
17. Linda Trevino
18. Gloria Vela
19. Joanna Rodriguez
20. Cruz Alcantar
21. Michelle Flores
22. Cindy Hoots
23. Fred Martinez
24. Larry Hinojosa
25. Emily Flores
26. Adabel Hinojosa

HIDALGO COUNTY, TEXAS

APPLICATION FOR OFFICIAL TRAVEL

DATE OF SUBMISSION OF TRAVEL REQUEST: 12/17/2007

DATE OF DEPARTURE: 1/11/2008 **DATE OF RETURN:** 1/11/2008

DESTINATION OF TRIP: **City:** EDINBURG **State:** Texas

PURPOSE OF TRIP: Solving Performance and Conduct Seminar
Offer supervisors better tools and tactics for managing employee permformance, developing appraising perfo
administering discipline aor taking forma action on performance

(PLEASE ATTACH ALL SUPPORTING DOCUMENTATION REGARDING THE TRIP.)

NAME OF EMPLOYEE THAT WILL ATTEND THE ABOVE TRIP: See List

NUMBER OF EMPLOYEES IN YOUR DEPARTMENT THAT WILL BE ATTENDING: 26

REASON FOR THE NECESSITY FOR THE ABOVE NUMBER OF EMPLOYEES TO ATTEND:
observe the lactation consultant in the hospital, have hands on training

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

WHAT IS THE ACCOUNT NUMBER WHICH YOU WILL BE PAYING FOR THE TRIP?

		FUNDS AVAILABLE
	- 583 (OUT OF COUNTY TRAVEL EMPLOYEES)	$ yes
1292	- 584 (REGISTRATION FEES)	$ yes

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

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

Norma L Longoria 12/17/07
SIGNATURE: ELECTED OFFICIAL / DEPT. HEAD **DATE**

2007 DEC 18 AM 10 24

2007 DEC 18 PM 2 25

12/28/07
APPROVAL: BUDGET OFFICE **DATE**

HIDALGO COUNTY, TEXAS

APPLICATION FOR BUDGETARY APPROVAL OF TRAVEL

NAME OF EMPLOYEE ATTENDING TRIP: See List

DEPARTMENT: WIC Program ACCOUNT # 8.1292.441.00.350.001.8

IS THIS TRIP BUDGETED FOR? Yes

WAS BUDGET PREPARED AND APPROVED? Yes

SUMMARY TRAVEL EXPENSES (ESTIMATED):

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

ESTIMATED COST FOR REGISTRATION FEES AND MATERIALS TO ATTEND CONFERENCES, SEMINARS OR OTHER EMPLOYEE TRAINING RELATED COURSES, OBJECT 584: $ 3,250.00

DETAIL TRAVEL EXPENSES (ESTIMATED):

AIRFARE	$	
BUS FARE	$	-
GASOLINE / DIESEL FUEL	$	
LODGING	$	-
MEALS	$	-
MILEAGE REIMBURSEMENT	$	
OTHER	$	
TAXI / CAB FARE	$	-
TELEPHONE CALLS	$	-
REGISTRATION FEE	$	3,250.00
TOTAL TRAVEL EXPENSE:	$	3,250.00

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

Norma L Longoria 12/17/07

SIGNATURE: ELECTED OFFICIAL / DEPT. HEAD DATE

RECEIVED BY COUNTY AUDITOR 2007 DEC 18 PM 2 25

MB 12/28/07

APPROVAL: BUDGET OFFICE DATE

Friday, January 11, 2008 8am – 5pm
Monte Cristo Country Club / Edinburg, TX
2½ miles W. of Hwy 281

Solving Performance and Conduct Training

Border Visions Consulting Group, L.L.C., will offer supervisors better tools and tactics for managing employee performance, developing proper responsibilities and options, including appraising performance, administering discipline, or taking formal action on performance. The performance appraisal is one of the most significant opportunities a manager will have to help employees close the gap between actual performance and the performance needed to meet - and exceed - individual and departmental objectives. Done correctly, performance appraisals provide your employees with valuable developmental feedback, and it's an opportunity to receive an honest assessment of how you're doing as a manager.

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SOLVING PERFORMANCE AND CONDUCT TRAINING

(Please print and use a separate form for each attendee. Send Registration Form to: Border Visions Consulting Group, L.L.C. Fax Number: (956) 627-0973; Mailing Address: 205 W. Iris, McAllen, TX 78501)

First Name Anabelle Last Ramirez MI _____

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

Address 3105 W. University

City Edinburg, State Tx Zip 78539 E-mail _____

Business Telephone (956) 381-4646 Fax No. (956) 380-4056

Do you require a reasonable accomodation due to a disability, in order for you to attend this program?

_____ Yes x No Describe accommodation requested. _____

****

Seminar Fee: $125.00 per attendee Payment Option: _____ Check x Purchase Order x

Includes Lunch

Who should attend?

This program is recommended for all staff. Supervisors and managers may find the process useful in improving performance and employee conduct.

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First Name Cynthia Last Casas MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

Address 3105 W. University

City Edinburg, State Tx Zip 78539 E-mail

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First Name Rosa Last Sepulveda MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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First Name Norma Last Flores MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

Address 3105 W. University

City Edinburg, State Tx Zip 78539 E-mail

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First Name Cristina Last Contreras MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

Address 3105 W. University

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First Name Diana Last Reyes MI _____

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

Address 3105 W. University

City Edinburg, State Tx Zip 78539 E-mail _____

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First Name Ryan Last Rios MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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First Name Dora Last Trevino MI

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First Name Carmen Last Pena MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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First Name Claudia Last De La Rosa MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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First Name Teresa Last Sanchez MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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First Name Veronica Last Riojas MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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First Name San Juanita Last Alcantar MI _____

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SOLVING PERFORMANCE AND CONDUCT TRAINING

(Please print and use a separate form for each attendee. Send Registration Form to: Border Visions Consulting Group, L.L.C. Fax Number: (956) 627-0973; Mailing Address: 205 W. Iris, McAllen, TX 78501)

First Name Elma Last Garza MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

Address 3105 W. University

City Edinburg, State Tx Zip 78539 E-mail

Business Telephone (956) 381-4646 Fax No. (956) 380-4056

Do you require a reasonable accomodation due to a disability, in order for you to attend this program?

____ Yes _x_ No Describe accommodation requested. ____

****

Seminar Fee: $125.00 per attendee Payment Option: ____ Check _x_ Purchase Order _x_

Includes Lunch

Who should attend?

This program is recommended for all staff. Supervisors and managers may find the process useful in improving performance and employee conduct.

Agenda

8:00 am Registration

8:30 am - 5:00 Seminar

12:00 pm - 1:00 Lunch

BORDER VISIONS

Friday, January 11, 2008 8am – 5pm
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First Name Melissa Last Gonzalez MI

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First Name Sulema Last Cano MI

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First Name Linda Last Trevino MI

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First Name Gloria Last Vela MI

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First Name Joanna Last Rodriguez MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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First Name Mitchelle Last Flores MI

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First Name Cindy Last Hoots MI

Title Clinic Supervisor Business Organization Hidalgo County WIC Program

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Purchase Order

COUNTY OF HIDALGO

PO#: 596093

DATE: 12/17/07

VENDOR: 238546 REQ:00123262
FAX (956)687-6655 Email:
Phone:(956)630-6775
BORDER VISIONS CONSULTING GROUP LLC
205 W IRIS
MCALLEN TX 78501

BUYER: WIC1
SHIP TO: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

CONTACT: Norma Longoria
SITE: W.I.C. PROGRAM

pecial Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

UANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
27	EACH	REGISTRATION FOR SOLVING PERFOMRANCE AND CONDUCT ON JAN. 11, 2008 @ Monte Cristo Country Club in Edinburg, Texas from 8:00-5:00 pm ATTENDING WILL BE: ANABELLE RAMIREZ, CYNTHIA CASAS,ROSA SEPULVEDA, NORMA FLORES, CRISTINE CONTRERAS, DIANE REYES, RYAN RIOS, DORA TREVINO, CARMEN PENA,CLAUDIA DE LA ROSA, TERESA SANCHEZ, VERONICA RIOJAS, SAN JUANITA ALCANTAR,ELMA GARZA, MELISSA GONZALEZ, SULEMA CNAO , LINDA TREVINO, GLORIA VELA,JOANNA RODRIGUEZ, CRUZ ALCANTAR,MICHELLE FLORES, CINDY HOOTS, FRED MARTINEZ, LARRY HINOJOSA, EMILY FLORES, ADABEL HINOJOSA.	125.00	3,375.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		3,375.00
		********** For Hidalgo County use only **********		F
		7-1292-441-00-350-001-8-584	3,375.00	
		Approved		

RECEIVED BY COUNTY AUDITOR
2007 DEC 18 PM 3 24

COPY

Authorized by: Martha L. Salazar

Martha Salazar

From: Stephen L. Crain [scrain@atlashall.com]
Sent: Tuesday, September 02, 2008 9:28 AM
To: 'Martha Salazar'
Subject: RE: Court Order

This order is valid. The judge can terminate the contract and the order is binding on Commissioners Court.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 29, 2008 3:23 PM
To: 'Stephen L. Crain'
Cc: ray.eufracio@auditor.co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; 'Ramon Vela'; 'Darlene Betancourt'; 'Oscar Garza'; matilde.faz@co.hidalgo.tx.us; leticia.saenz@co.hidalgo.tx.us; 'rocio.villarreal'; Mary Maldonado
Subject: FW: Court Order

Dear Steve,
Mr. Eufracio received this e-mail. Can you ask Mrs. Skaggs if this order has been forwarded to her.
Mr. Eufracio also asks if the bankruptcy court/judge can "terminate" the contract between a vendor and Hidalgo County? Is this order binding on CC? Please advise.
Thanks,
Marty!

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Friday, August 29, 2008 9:48 AM
To: 'Martha Salazar'
Cc: 'Linda Fong'; 'Arcy Duran'; becky.morales@auditor.co.hidalgo.tx.us
Subject: FW: Court Order

From: Paul Vazaldua [mailto:paulmv555@yahoo.com]
Sent: Thursday, August 28, 2008 4:52 PM
To: Ray Eufracio
Subject: Court Order

Please foward to Martha Salazar, Purchasing Agent

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

ENTERED
08/28/2008

IN RE	§	
	§	**CASE NO. 07-70469-M-7**
PAUL M. VAZALDUA	§	**CHAPTER 7**
Debtor	§	

ORDER GRANTING DEBTOR'S MOTION REQUESTING CLARIFICATION FROM COURT WITH RESPECT TO OBLIGATIONS UNDER SERVICE CONTRACTS WITH THE COUNTY OF HIDALGO AND OTHER PARTIES

Came on for consideration the Debtor's Motion Requesting Clarification From Court With Respect to Obligations Under Service Contracts With the County of Hidalgo and Other Parties ("motion"), filed in the above-referenced case. The Court, after proper notice and hearing and having considered the motion and after hearing arguments of counsel,

FINDS that the motion is meritorious and should be GRANTED.

IT IS THEREFORE ORDERED that

_____ a. The service contracts #C-07-174-08-28 and #C-04-181-09-07 with the County of Hidalgo are hereby terminated and Debtor is free to bid with the County of Hidalgo and any other client or customer under his name or the name of his d/b/a Vazaldua and Associates.

_____ b. Any monies obtained from any contract obtained through such efforts shall belong to Debtor and his d/b/a Vazaldua and Associates and not any creditor of this bankruptcy estate or the estate or the trustee handling this estate.

IT IS SO ORDERED.

DATED: 8-27-08

RICHARD S. SCHMIDT
United States Bankruptcy Judge

AI-11036 **19.A.**

Interdept transfer from Co. Wide Contingency to Co. Treasuer-Longevity Pay

CC REGULAR

Date: 09/16/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

County Treasuer:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to County Treasuer in the amount of $2,236.54 to fund longevity pay expenditures and related fringe benefits.

BACKGROUND

Longevity pay was corrected for employee no's 060542 & 084239. Funding is for year end estimated expenditures.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-XX-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-16-150-001-0-XXX $2,236.54, funds available as of 9-8-08.

Attachments

Link: Co. Treasuer interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/08/2008 01:34 PM	APRV
2	Budget & Management	Veronica Lopez	09/09/2008 08:37 AM	APRV
3	Erika Reyna	Erika Reyna	09/11/2008 10:35 AM	APRV
4	Auditor's Office	Becky Morales	09/12/2008 03:51 PM	APRV
5	Purchasing Department	Marty Salazar	09/12/2008 04:49 PM	APRV
6	Court Administrator	Angela Garcia	09/12/2008 04:57 PM	APRV

Form Started By: Ivan Cantu Started On: 09/08/2008 12:46 PM

Final Approval Date: 09/12/2008

DATE: September 8, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Treasuer

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	CO. WIDE ADM.-	CONTINGENCY	(2,236.54)
TO			
8-1100-415-16-150-001-0- 115	CO. TREASUER-	LONGEVITY PAY	2,060.00
8-1100-415-16-150-001-0- 220	CO. TREASUER-	FICA	157.59
8-1100-415-16-150-001-0- 250	CO. TREASUER-	UNEMPLOYEMENT COMP.	10.30
8-1100-415-16-150-001-0- 260	CO. TREASUER-	WORKER'S COMP.	8.65
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund corrected longevity pay and related fringes for employee no.'s 060542 & 084239**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-11037 **19.B.**

Interdept transfer from Contingency to District Clerk to fund f/t temporary positions

CC REGULAR

Date: 09/16/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

District Clerk:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to District Clerk in the amount of $32,507.62 to fund the creation of three (3) temporary full-time Assistant Deputy clerk positions and related fringe benefits, previously approved by CC on 7/22/08.

BACKGROUND

Funding is prorated from 8-1-08 to 12-31-08 for slot no.'s T068, T069, & T070.
Temporary full-time positions are not to exceed six (6) months.
Employees began to work the first week of August 2008 as per BAP Salary Schedule.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-412-00-090-001-0-XXX $32,507.62 to fund the creation of three temporary full-time asst deputy clerk positions previously approved by CC on 7-22-08. Funding is pro-rated from 8-1-08 to 12-31-08. Funding available as of 9-11-08 $315,641.94.

Attachments

Link: DC Temp positions interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/08/2008 02:03 PM	APRV
2	Budget & Management	Veronica Lopez	09/09/2008 08:38 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/11/2008 02:17 PM	APRV
4	Auditor's Office	Becky Morales	09/12/2008 03:51 PM	APRV
5	Purchasing Department	Marty Salazar	09/12/2008 04:49 PM	APRV

6	Court Administrator	Angela Garcia	09/12/2008 04:57 PM	APRV
Form Started By: Ivan Cantu			Started On: 09/08/2008 01:19 PM	
Final Approval Date: 09/12/2008				

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: September 8, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR DISTRICT CLERK

ACCOUNT NUMBER: 8-1100-41X-X0-X1X-00X-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025 EXT. 5425

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	CO WIDE ADMIN-	CONTINGENCY	(32,507.62)
TO			
8-1100-412-00-090-001-0- 121	DISTRICT CLERK-	TEMP F/T EMPLOYEES	27,819.96
8-1100-412-00-090-001-0- 220	DISTRICT CLERK-	FICA	2,128.23
8-1100-412-00-090-001-0- 250	DISTRICT CLERK-	UNEMPLOYMENT COMP	2,442.59
8-1100-412-00-090-001-0- 260	DISTRICT CLERK-	WORKERS COMP	116.84
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund the creation of three temporary full-time Assistant Deputy Clerk positions, slot no.'s T068, T069, & T070, previously approved by CC on 7-22-08, refer to AI 10231/21.G. Funding is pro-rated from 8-1-08 to 12-31-08. Positions were filled the first week of August 2008 as per BAP Salary Schedule.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-11044 **19.C.**

Assessment to Counties of the Fifth Administrative Judicial Region
CC REGULAR

Date: 09/16/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Fifth Administrative Judicial Region of Texas:
1. Approval to pay the Fifth Administrative Judicial Region of Texas for the 2009 Assessment for Hidalgo County in the amount of $83,907.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
2. Approval of 2008 interdepartmental transfer from County Wide Administration - Contingency to 5th Administrative Judicial Region (1100) in the amount of $75,835.00 to fund payment for the 2009 Assessment for Hidalgo County as stated above.

BACKGROUND

Please refer to attachment (Annual Assessment notice).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-115-0XX-0-89X
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-412-00-115-013-0-890 $75,835.00; Funds available as of 9-10-08.

Attachments

Link: Fifth Administrative Region of Texas
Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/10/2008 11:31 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/10/2008 11:47 AM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 03:51 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:53 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Veronica Lopez

Started On: 09/08/2008 04:03 PM

Final Approval Date: 09/12/2008

SCANNED

APPORTIONMENT OF ASSESSMENT TO COUNTIES OF THE FIFTH ADMINISTRATIVE JUDICIAL REGION FOR FISCAL YEAR 2009

Based upon the Order establishing the Budget for the Fifth Administrative Judicial Region of Texas signed on July 31, 2008, I hereby set the Assessment to the Counties of said Region at **$ 205,606.00**, which shall be apportioned among the Counties as follows:

County	Population per 2000 Census	Per cent of total population	Assessment
Brooks	7,796	0.57	$ 1,172.00
Cameron	335,227	24.02	$ 49,387.00
Duval	13,120	0.94	$ 1,933.00
Hidalgo	569,463	40.81	$ 83,907.00
Jim Hogg	5,281	0.38	$ 781.00
Jim Wells	39,326	2.80	$ 5,757.00
Kenedy	414	0.03	$ 62.00
Kleberg	31,549	2.70	$ 5,551.00
Nueces	313,645	22.48	$ 46,220.00
Starr	53,597	3.83	$ 7,875.00
Willacy	20,082	1.44	$ 2,961.00
Total		100.00	$ 205,606.00

I hereby certify that, in accordance with Article 74.043 of the Texas Government Code, the above apportionment of the assessment to each County of the Fifth Administrative Judicial Region of Texas is true and correct.

Signed July 31, 2008.

J. MANUEL BAÑALES
PRESIDING JUDGE

ATTEST: Joanna Gutierrez
ADMINISTRATIVE ASSISTANT

DATE: September 9, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for 5th Adm Judicial Region

ACCOUNT NUMBER: 8-1100-41X-00-115-0XX-0-89X

2008
Transfer
AI-11044

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(75,835.00)
TO		
8-1100-412-00-115-013-0- 890	5th Adm Judicial Region- Other	75,835.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to 5th Adm Judicial Region- Other to pay the Fifth Adm. Region of Texas for the 2009 Assessment for Hidalgo County.

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-11067 **19.D.**

2008 Interdepartmental for Planning Department (1100)
CC REGULAR

Date: 09/16/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Planning Dept (1100)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Admin to the Planning Department (1100) in the amount of $22,405.85.

BACKGROUND

for the purchase of GPS Related Equipment

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-41X-X0-X1X-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1100-419-10-210-001-0-748 in the amount of $22,405.85 for the purchase of GPS equipment and peripherals. Funding available for transfer as of 9/10/08.

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/10/2008 11:33 AM	APRV
2	Erika Reyna	Erika Reyna	09/11/2008 10:57 AM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 03:51 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:51 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Dale Kennan — Started On: 09/10/2008 11:07 AM

Final Approval Date: 09/12/2008

DATE: September 10, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the Planning Department (1100)

ACCOUNT NUMBER: 8-1100-41X-X0-X1X-00X-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(22,405.85)
TO		
8-1100-419-10-210-001-0-748	PLANNING DEPT-OTHER EQUIPMENT	$22,405.85
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO WIDE ADM-CONTINGENCY to PLANNING DEPT-OTHER EQUIPMENT to fund the purchase of GPS related equipment for the Planning Department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-11101 **19.E.**

Budget Line Item Transfer
CC REGULAR

Date: 09/16/2008
Submitted By: Ruben Flores, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdeptmental transfer from Computer Department-Computer Services (program 002, fund 1100) to Information Tech. Departmetn- Safety Supplies (program 001) in the amount of $2,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-200-002-0-336 --> 8-1100-415-00-200-001-0-613 $2,000.00
Available balance as of 09/11/08 $61,400.37

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 07:42 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/11/2008 10:45 AM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 03:53 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:52 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Ruben Flores Started On: 09/10/2008 04:13 PM

Final Approval Date: 09/12/2008

DATE: September 16, 2008

DEPARTMENT HEAD: RENAN RAMIREZ

DEPARTMENT NAME: IT DEPT.

ACCOUNT NUMBER: 8-1100-415-00-200-00X-0-XXX

CONTACT PERSON: RUBEN R. FLORES TELEPHONE NO. 956.292.7010 EXT 6018

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-200-002-0-336	**COMPUTER SERVICES**	**($ 2,000.00)**
TO		
8-1100-415-00-200-001-0-613	**SAFETY SUPPLIES**	**$ 2,000.00**
		$ 2, 000.00

TOTAL BUDGET INCREASE (DECREASE)

Reason: Inter-departmental transfer to cover future expected expense.

_____ _____

DEPARTMENT HEAD SIGNATURE **DATE**

_____ _____

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-11042 **19.F.**

Interfund transfer from Rd. Admin. (1200) to Notes Payable Transfer In (1401)

CC REGULAR

Date: 09/16/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Notes Payable (1401):
Approval of 2008 interfund transfer from Road Administration (1200) to Notes Payable (1401) in the amount of $0.01 to properly fund the SIB loan.

BACKGROUND

Original budgeted amount for the SIB Loan was underfunded by one cent. Original budget is $379,255.85. Actual Expenditures are $379,255.86.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1X0X-XX1-0X-XXX-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1200-431-00-115-041-0-442 --> 8-1401-391-01-000-200-0-000 $0.01; Funds available as of 9-8-08.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/08/2008 03:16 PM	APRV
2	Budget & Management	Veronica Lopez	09/09/2008 08:40 AM	APRV
3	Dale Kennan	Dale Kennan	09/09/2008 09:13 AM	APRV
4	Auditor's Office	Becky Morales	09/12/2008 03:54 PM	APRV
5	Purchasing Department	Marty Salazar	09/12/2008 04:49 PM	APRV
6	Court Administrator	Angela Garcia	09/12/2008 04:57 PM	APRV

Form Started By: Ivan Cantu — Started On: 09/08/2008 02:44 PM

Final Approval Date: 09/12/2008

DATE: September 8, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Notes Payable (1401)

2008
Transfer

ACCOUNT NUMBER: **8-1XXX-XXX-00-XXX-0XX-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1200-431-00-115-041-0- 442	**Road Adm.-Equip & Vehicle Rentals**	**(0.01)**
8-1200-491-01-000-401-0- 891	**Transfer Out-Notes Payable**	**0.01**
TO		
8-1401-391-01-000-200-0- 000	**Transfer In-R &B Co. Wide**	**0.01**
	TOTAL BUDGET INCREASE (DECREASE)	**0.01**

REASON: **To properly fund the SIB loan. The original budgeted amount was underfunded by one cent.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-11132 **19.G.**

Acceptance of the FY 2008 Jag grant award
CC REGULAR

Date: 09/23/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

1. Approval to accept the FY 08 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $43,544.00.
2. Approval of 2008 appropriation of funds for the FY 08 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $43,544.00 (1282)

BACKGROUND

FY 08 Jag funds will cover salaries, fring benefits, and other allowances (Bailiff and Court Coordinator - Auxiliary Court) for approximately 4.6 months (July 2009 - December 2009). The award should be signed by the authorized recipient official (County Judge). The authorized recipient official should also initial each page of Special Conditions and fax the Award back to Office of the Chief Financial Officer's Control Desk at 202-353-8475 or 202-616-5962.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1282-412-00-115-047-1-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $43,544.00 for the FY 08 Jag Grant.

Revenue Account-->8-1282-331-10-115-047-1-000 Justice Assistance Grant - Revenue.

Attachments

Link: award report
Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	09/11/2008 02:08 PM	APRV
2	Sergio Cruz	Sergio Cruz	09/12/2008 11:40 AM	APRV
3	Manuel Chapa (Originator)	Manuel Chapa	09/12/2008 12:00 PM	APRV
4	Sergio Cruz		09/12/2008 05:37 PM	NEW

Form Started By: Manuel Chapa Started On: 09/11/2008 10:37 AM

Final Approval Date: 09/12/2008

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 5, 2008

The Honorable J.D. Salinas
Hidalgo County
100 North Glosner
Edinburg, TX 78540

Dear Judge Salinas:

On behalf of Attorney General Michael B. Mukasey, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 08 Edward Byrne Memorial Justice Assistance (JAG) Grant Program: Local Solicitation in the amount of $43,544 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Esmerlda Womack, Program Manager at (202) 353-3450; and

- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Domingo S. Herraiz
Director, Bureau of Justice Assistance

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 5, 2008

The Honorable J.D. Salinas
Hidalgo County
100 North Glosner
Edinburg, TX 78540

Dear Judge Salinas:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 North Glosner
Edinburg, TX 78540

4. AWARD NUMBER: 2008-DJ-BX-0684

5. PROJECT PERIOD: FROM 10/01/2007 TO 09/30/2011

BUDGET PERIOD: FROM 10/01/2007 TO 09/30/2011

6. AWARD DATE 09/05/2008

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hidalgo County Auxiliary Court Program

10. AMOUNT OF THIS AWARD $ 43,544

11. TOTAL AWARD $ 43,544

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

15. METHOD OF PAYMENT

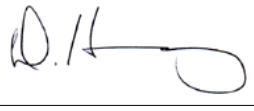
PAPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Domingo S. Herraiz
Director, Bureau of Justice Assistance

17. SIGNATURE OF APPROVING OFFICIAL



[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

J.D. Salinas
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		43544

21. HDJUGT0665

PROJECT NUMBER 2008-DJ-BX-0684 AWARD DATE 09/05/2008

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds.

   The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

   a. New construction;
   b. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

   Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SPECIAL CONDITIONS

6. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

   The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grantee for any OJP funded methlab operations:

   A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.

   B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.

   C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special conditions in all subgrants: (See Part II of this special condition)

7. 1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
   2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
   3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
   4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
   5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
   6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
   7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
   8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
   9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

PROJECT NUMBER 2008-DJ-BX-0684 AWARD DATE 09/05/2008

SPECIAL CONDITIONS

8. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund may not be used to pay debts incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).

9. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA.

10. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

11. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.ojp.usdoj.gov/ec/states.htm.

12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria Berry, Environmental Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

All grants funded under the Edward Byrne Memorial Justice Assistance Grant Program (JAG) will carry the following NEPA special condition:

1) The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

a. New construction;

b. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Application of this special condition to grantee's existing programs or activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2008-DJ-BX-0684

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

1. STAFF CONTACT (Name & telephone number)

Esmerlda Womack
(202) 353-3450

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
P.O. Box 1356
Edinburg, TX 78540-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

BJA FY 08 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hidalgo County Auxiliary Court Program

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 North Glosner
Edinburg, TX 78540

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2007 TO: 09/30/2011

8. BUDGET PERIOD

FROM: 10/01/2007 TO: 09/30/2011

9. AMOUNT OF AWARD

$ 43,544

10. DATE OF AWARD

09/05/2008

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The county of Hildago will use its Fiscal Year 2008 JAG award in the amount of $43,544 to partially fund the positions of the Bailiff and the Court Coordinator for the Auxiliary Courts. The Bailiff is in charge of courtroom security and procedures in auxiliary court B; assures the courtroom is open and prepared for court sessions; oversees the maintenance of juries and witnesses; assists the Judge, Coordinator, and District Clerk's office with courtroom clerical duties; acts as a Spanish translator for the court; maintains order in the courtroom; completes and reviews various court-related forms assuring the documents are complete with all necessary information and signatures; conducts appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements, and judgments; and escorting defendants to the jail. The Court Coordinator maintains awareness of new developments in court administration nationally and locally and maintains special materials and files relating to records, rules of procedures, and other items relating to court activity; reviews files and makes sure the cases are set for a hearing or trial; makes daily docket entries on court files; and acts as a liaison between the Judge and counsel. These two positions play an important role both in maintaining the integrity of and in managing the criminal caseload for the Hidalgo County District Court system.

NCA/NCF

DATE: September 11, 2008

DEPARTMENT HEAD: Valde Guerra - CC Executive Officer **AI#11132**

DEPARTMENT NAME: Department of Budget and Management
Justice Assitance Grant (JAG) (1282)

ACCOUNT NUMBER: 8-1282-412-00-115-047-1-XXX (Jag Grant)

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
8-1282-412-00-115-047-1-113	JAG-Salaries - F/T Employees	31,161.34
8-1282-412-00-115-047-1-116	JAG-Interpreter Pay	2,310.50
8-1282-412-00-115-047-1-211	JAG-Health Insurance	3,206.98
8-1282-412-00-115-047-1-212	JAG-Life Insurance	25.42
8-1282-412-00-115-047-1-220	JAG-FICA	2,558.00
8-1282-412-00-115-047-1-230	JAG-Retirement	3,165.65
8-1282-412-00-115-047-1-250	JAG-Unemployment Compensation	340.24
8-1282-412-00-115-047-1-260	JAG-Worker's Compensation	775.87
8-1282-331-10-115-047-1-000	Justice Assistance Grant - Revenue	43,544.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 43,544.00

REASON: To appropriate the FY 2008 Edward Byrne Justice Assistance Grant (JAG) Program award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-11121 **19.H.**

Sheriff Interdept transfer from Co. Wide Contingency to purchase vehicle

CC REGULAR

Date: 09/16/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Sheriff:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Sheriff - Vehicles (1100) in the amount of $15,000.00.

BACKGROUND

To fund a new vehicle purchase, 2009 Ford Pickup Truck, due to vehicle accident as requested by Chief Martinez (letter dated 8-27-08 sent to DBM).

Fiscal Impact

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-421-00-280-001-0-741 $15,000.00 to fund new vehicle purchase due to accident; Funds available as of 9-11-08.

Total quote amount is $17,445.00 including buyboard fees; Difference of $2,445.00 will be funded from Sheriff's forfeiture funds.

Insurance settlement check was deposited to acct #8-1100-360-00-000-005-0-000 "Gen Fund-Misc. Rev.-Insurance Claims" as per Aida Alvarez from Safety Division, pending posting of receipt in the Allio Acct system.

Receipt #122435 from Farmers Insurance.

Attachments

Link: Sheriff Vehicle interdept transfer
Link: Sheriff's vehicle backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Ivan Cantu (Originator)	Ivan Cantu	09/11/2008 10:04 AM	APRV
2	Budget & Management	Veronica Lopez	09/11/2008 10:16 AM	APRV
3	Rey Salazar	Rey Salazar	09/11/2008 05:54 PM	APRV
4	Auditor's Office	Becky Morales	09/12/2008 03:54 PM	APRV
5	Purchasing Department	Marty Salazar	09/12/2008 04:52 PM	APRV
6	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Ivan Cantu Started On: 09/11/2008 08:47 AM

Final Approval Date: 09/12/2008

DATE: September 11, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Sheriff

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	CO. WIDE ADM.- CONTINGENCY	(15,000.00)
TO		
8-1100-421-00-280-001-0- 741	SHERIFF- VEHICLES	15,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **To fund the purchase of a new 2009 Ford Pickup truck due to vehicle accident. Total quote amount is $17,445.00. Difference of $2445.00 will be funded from Sheriff's forfeiture funds. Insurance settlement check from Farmers Insurance in the amount of $15,000.00 was deposited on 9-10-08, receipt #122435.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Valde Guerra, Executive Officer
Raul Silguero, Department of Budget & Management

FROM: Lupe Trevino, Sheriff
Hidalgo County Sheriff's Office

By: Anacleto Martinez, Chief Deputy

DATE: August 27, 2008

RE: Replacement of Wrecked 2008 Ford Pick-Up Truck

On July 7, 2008 a deputy operating a new 2008 Ford F-150 was struck by a drunk driver causing extensive damage to our unit that included a bend frame.

On August 12, 2008 an adjuster from the other driver's insurance came by to do an estimate on our vehicle. We were later informed by Mr. Roy Quintahilla from DBM Safety Division that the insurance adjustor determined that the loss to our vehicle exceeded their policy's maximum allowance, and therefore were only offering to compensate the County their maximum limit of $15,000.00. We have also now been informed that the Insurance Company has settled with Risk Management and that they have already submitted their payment of $15,000.00 to Risk Management.

The Sheriff was consulted about his option of repairing the unit and hoping that the bend frame would not be major factor. The Sheriff advised that he would rather use the whole amount of $15,000.00 plus utilize funds from his forfeiture account and buy a new vehicle. We are therefore making a request to the Budget Office to set up a special account from the proceeds received from the settlement so that the Sheriff's Office can access the account for the purchase of a replacement vehicle. We are inclosing for your information a quote from Philpott Motors under the BuyBoard contract. The reason for a 2009 model we were inform is that Ford has stopped producing the 2008 models and are now gearing up for the 2009 models. Please advise us as soon as the account has been created so that we can proceed from there.

Cc: Mr. Raul Silguero ✓
Ms. Dina Trevino

contingency to _____

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY
Philpott Rep: ALAN WILEY
Contact: RICHARD OZUNA
Date: 3-Nov-07
Product Description: FORD F150 PICKUP

A. Bid Series: 16 — A. Base Price: $ 10,613.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	XL SERIES SHORT BED	INCL	9X12	EXTENDED CAB SHORT BED	$ 1,541.00
	4.2L V6 GAS	INCL		2009 MODEL	
	MANUAL TRANS	INCL	CE	CLOTH 40-20-40 SEATS	INCL
	SINGLE REAR WHEEL	INCL	52N	SPEED CONTROL	$ 211.00
	VINYL SPLIT BENCH	INCL	85A	POWER WINDOWS-LOCKS	$ 932.00
	HEATER-DEFROSTER	INCL		POWER MIRRORS	INCL
	AM-FM RADIO	INCL	585	AM-FM CD	$ 272.00
	TILT WHEEL	INCL			
44Q	AUTOMATIC	$ 1,427.00			
572	A/C	$ 796.00			
FDS	FACTORY FUEL DELIVERY	$ 925.00	535	TRAILER TOW PACKAGE	$ 328.00
	SURCHARGE AS OF 10-08-07			HD RADIATOR	INCL
				TRANSMISSION OIL COOLER	INCL

Total of B. Published Options: $ 6,432.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		CURRENT PRICE VALID UNTIL 10-30-08	NOTE
		MAJOR PRICE INCREASE FOR ORDERS	NOTE
		RECEIVED AFTER THIS DATE	NOTE
		ESTIMATED DELIVERY IN 90 DAYS	

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ $.93/mile — $ -

F. Total of A + B + C + D + E = F — $ 17,045.00

G. Quantity Ordered 1 x F = — $ 17,045.00

H. BUYBOARD Administrative Fee — $400.00 PER PURCHASE ORDER — $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE — $ 17,445.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 122435

Received From: FARMERS 07/11/08 SAFETY DIVISION Date 09/10/08

1	5081045341	07/11/08 SHERIFF VEHICLE ACCDNT 8-1100-360-00-000-005-0-000	15,000.00

Total: 15,000.00

Check Total	15,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-11138 **19.I.**

Interfund Transfer
CC REGULAR

Date: 09/16/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Court Reporter, Fund 1239:
Approval of 2008 interfund transfer from Countywide Administration-Contingency (1100) to Court Reporter- Court Costs & Investigation (1239) in the amount of $10,000.00.

BACKGROUND

Transfer needed to pay invoices.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1XXX-41X-00-115-0XX-0-8XX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1239-412-00-115-043-0-831 $10,000.00
Funds available as of 09/16/08

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 03:47 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/11/2008 04:08 PM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 10:05 AM	APRV
4	Veronica Lopez	Veronica Lopez	09/12/2008 10:11 AM	APRV
5	Becky Morales		09/12/2008 05:37 PM	NEW
Form Started By: Veronica Lopez			Started On: 09/11/2008 02:53 PM	
Final Approval Date: 09/12/2008				

DATE: **September 15, 2008**

AI-11138

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **DEPARTMENT OF BUDGET AND MANAGEMENT for COURT REPORTER**

ACCOUNT NUMBER: **8-1XXX-41X-00-115-0XX-0-8XX**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-002-0- 899	**County Wide Administration- Contingency**	**(10,000.00)**
8-1100-491-01-000-239-0- 891	**Transfer Out**	**10,000.00**
8-1239-391-01-000-100-0- 000	**Transfer In**	**10,000.00**
8-1239-412-00-115-043-0- 831	**Court Reporter- Court Costs & Investigations**	**10,000.00**
TOTAL BUDGET INCREASE (DECREASE)		**10,000.00**

REASON:

Transfer from County Wide Adm- Contingency to Court Reporter- Court Costs & Investigations to cover invoices and future expenditures.

SIGNATURE

COMMISIONERS' CRT. APPROVED

DATE

ATTEST COUNTY CLERK

AI-11142 **19.J.**

Hurricane Ike BA

CC REGULAR

Date: 09/16/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval and authorization to appropriate $500,000.00 from General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures resulting from Hurricane Ike as expressed in the Local State of Emergency approved on September 11, 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-00-115-075-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 09/11/08.

Attachments

Link: BA

Link: Local State of Emergency

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 04:35 PM	APRV
2	Dale Kennan	Dale Kennan	09/11/2008 05:16 PM	APRV
3	Auditor's Office	Becky Morales	09/12/2008 03:56 PM	APRV
4	Purchasing Department	Marty Salazar	09/12/2008 04:52 PM	APRV
5	Court Administrator	Angela Garcia	09/12/2008 04:58 PM	APRV

Form Started By: Erika Reyna Started On: 09/11/2008 03:42 PM

Final Approval Date: 09/12/2008

DATE: September 11, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Hurricane Ike (1100)

ACCOUNT NUMBER: 8-1100-415-00-115-075-0-XXX

Contact Person: Rey Salazar **Ph#** (956) 292-7025 Ext. 5426

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
8-1100-415-00-115-075-0-334	HURRICANE IKE - ENGINEER & ARCHITECT SERV.	14,500.00
8-1100-415-00-115-075-0-339	HURRICANE IKE - OTHER PROFESSIONAL SERV.	2,500.00
8-1100-415-00-115-075-0-350	HURRICANE IKE - CONTRACTUAL SERVICES	62,500.00
8-1100-415-00-115-075-0-432	HURRICANE IKE - EQUIPMENT R&M SERV	2,500.00
8-1100-415-00-115-075-0-431	HURRICANE IKE - BLDG. R&M SERV	500.00
8-1100-415-00-115-075-0-442	HURRICANE IKE - EQUIPMENT & VEHICLE RENTAL	15,000.00
8-1100-415-00-115-075-0-601	HURRICANE IKE - OFFICE SUPPLIES	2,500.00
8-1100-415-00-115-075-0-609	HURRICANE IKE - AGRICULTURAL & LANDSCAPING	22,500.00
8-1100-415-00-115-075-0-613	HURRICANE IKE - SAFETY SUPPLIES	2,500.00
8-1100-415-00-115-075-0-626	HURRICANE IKE - GAS/DIESEL	50,000.00
8-1100-415-00-115-075-0-630	HURRICANE IKE - FOOD	6,250.00
8-1100-415-00-115-075-0-663	HURRICANE IKE - SMALL TOOLS	3,750.00
8-1100-415-00-115-075-0-664	HURRICANE IKE - OTHER MINOR EQUIPMENT	2,500.00
8-1100-415-00-115-075-0-671	HURRICANE IKE - BLDG R&M SUPPLIES	6,250.00
8-1100-415-00-115-075-0-672	HURRICANE IKE - EQUIP. R&M SUPPLIES	18,750.00
8-1100-415-00-115-075-0-673	HURRICANE IKE - ROAD MATERIAL	10,000.00
8-1100-415-00-115-075-0-674	HURRICANE IKE - PIPES	25,000.00
8-1100-415-00-115-075-0-679	HURRICANE IKE - OTHER R&M SUPPLIES	55,000.00
8-1100-415-00-115-075-0-681	HURRICANE IKE - VEHICLE R&M SUPPLIES	2,500.00
8-1100-415-00-115-075-0-684	HURRICANE IKE - TIRES & TUBES	2,500.00
8-1100-415-00-115-075-0-733	HURRICANE IKE - DRAINAGE DITCHES & STRUC	17,500.00
8-1100-415-00-115-075-0-748	HURRICANE IKE - OTHER EQUIPMENT	175,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 500,000.00

REASON: To appropriate funds due to a "Local State of Emergency" prompted by Hurricane Ike in accordance with Tx. Local Govt. Code Section 111.070.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

LOCAL STATE OF EMERGENCY

WHEREAS, the County of Hidalgo, in preparation for Hurricane Ike's imminent landfall, is taking measures to respond to the imminent threat to public health and safety, including but not limited to, public health hazards resulting from rainfall and wind damage and;

WHEREAS, the Judge of the County of Hidalgo 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 JUDGE OF THE COUNTY OF HIDALGO:

1. That a State of Emergency is declared for the County of Hidalgo.

2. That the Hidalgo County Emergency Management Plan has been implemented.

3. That this State of Emergency shall continue for a period of not more than 10 days of the date hereof, unless the same is continued by consent of the Commissioners Court of the County of Hidalgo, Texas.

4. That all aspects of any and all interlocal agreements at the local, regional and state level are incorporated herein.

5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 11th day of September, 2008.

J.D. Salinas, III
Hidalgo County Judge

Attest:

Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-11122 **20.D.**

Claim of Juan Jose Leija
CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Juan Jose Leija

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 10:17 AM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/11/2008 09:11 AM	
Final Approval Date: 09/12/2008				

AI-11126 **20.E.**

Claim of Roberto Davila
CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Roberto Davila

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 10:18 AM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/11/2008 09:19 AM	
Final Approval Date: 09/12/2008				

AI-11124 **20.F.**

Claim of Homer Salinas
CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Homer Salinas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 10:17 AM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/11/2008 09:16 AM	
Final Approval Date: 09/12/2008				

AI-11148 **20.G.**

Claim of Chonemma Martinez
CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Chonemma Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/12/2008 01:15 PM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/12/2008 10:25 AM	
Final Approval Date: 09/12/2008				

AI-11159 **20.H.**

Cause No.: C-2061-08-C

CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause NO.: C-2061-08-C; Esmeralda Elizondo, Et Al vs Hidalgo County, Et Al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/12/2008 04:03 PM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/12/2008 03:53 PM	
Final Approval Date: 09/12/2008				

AI-11123 **21.D.**

Claim of Juan Jose Leija
CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Juan Jose Leija.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 10:17 AM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/11/2008 09:13 AM	
Final Approval Date: 09/12/2008				

AI-11127 **21.E.**

Claim of Roberto Davila

CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Roberto Davila

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 10:18 AM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/11/2008 09:20 AM	
Final Approval Date: 09/12/2008				

AI-11125 **21.F.**

Claim of Homer Salinas

CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Homer Salinas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/11/2008 10:18 AM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/11/2008 09:18 AM	
Final Approval Date: 09/12/2008				

AI-11149 **21.G.**

Claim of Chonemma Martinez

CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Chonemma Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/12/2008 01:16 PM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/12/2008 10:35 AM	
Final Approval Date: 09/12/2008				

AI-11160 **21.H.**

Cause No.: C-2061-08-C

CC REGULAR

Date: 09/16/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No.: C-2061-08-C; Esmeralda Elizondo, Et Al vs Hidalgo County, Et Al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/12/2008 04:03 PM	APRV
2	Auditor's Office		09/12/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 09/12/2008 03:56 PM	
Final Approval Date: 09/12/2008				