AI-11186 6.A.
2009 Budget
CC REGULAR

Date: 09/23/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Public hearing on the 2009 Proposed Budget as per Texas Local Government Code 111.067.
2. Adoption of the 2008 Hidalgo County Ad Valorem Tax Rate.
3. Discussion, consideration, and action on changes and corrections to the Proposed Budget.
4. Adoption of the 2009 Annual Budget.
5. Approval to set salaries, allowances, and other compensation.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/16/2008 01:36 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/17/2008 08:28 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 03:54 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 04:08 PM	APRV
5	Court Administrator	Angela Garcia	09/18/2008 04:30 PM	APRV

Form Started By: Angela Garcia — Started On: 09/16/2008 10:53 AM

Final Approval Date: 09/18/2008

AI-11300 **6.B.**

Head Start - Audit Findings
CC REGULAR

Date: 09/23/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Acknowledgment of Findings/Recommendation Letter regarding 2006 Audit of the Head Start Program prepared by Burton, McCumber and Cortez with authority for Court Executive Officer to sign document.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/19/2008 03:34 PM	APRV
2	Erika Reyna	Erika Reyna	09/19/2008 03:44 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Monica Badillo			Started On: 09/19/2008 02:40 PM	
Final Approval Date: 09/19/2008				

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Regional Office VI, Office of Head Start
1301 Young Street, Room 937
Dallas, Texas 75202

August 29, 2008

Board of Commissioners
Hidalgo County
100 East Cano, 3rd Floor
P.O. Box 689
Edinburg, Texas 78540-0689

Grant No.: 06CH0183
CIN: A-06-08-89062
PY: 25
PYE: 12/31/06

HIDALGO COUNTY
BUDGET OFFICE
2008 SEP 17 AM 10 45

Dear Board Members:

We have completed our desk review of the organization-wide audit report on Hidalgo County, as it applies to the Head Start Program for the period January 1, 2006 through December 31, 2006, prepared by BURTON MCCUMBER AND CORTEZ, Certified Public Accountants. The audit recommendations assigned to this agency for resolution have been restated below for your reference.

205926100. Bank Overdraft. We recommend procedures be strengthened to ensure 1) cash flows are sufficient to maintain current operations and 2) related penalties are not charged to Federal programs.

205923100, 205901100. 06-1. Cash Account. We recommend procedures be strengthened to ensure bank accounts are 1) properly recorded and 2) reconciled to the general ledger.

211927100. 01-1. Disaster Recovery Plan. This is a repeat finding. We recommend a disaster recovery plan be developed and implemented.

212909100. ML. Current and Previous Year Finding. This is a repeat finding. We recommend procedures be strengthened to ensure corrective action plans are implemented in a timely manner.

205901101. ML. Outstanding Checks. This is a repeat finding. We recommend procedures be strengthened to ensure outstanding checks are investigated and canceled when appropriate.

081901100, 081009100. ML. Travel Advances. This is a repeat finding. We recommend procedures be strengthened to ensure 1) travel advances are reconciled to supporting documentation in a timely manner and 2) unallowable travel expenditures be returned.

We reviewed the "Management Responses" within the audit report and the corrective action letter dated July 1, 2008, which reported the corrective actions taken by your agency to address the auditors' findings. The corrective actions accomplished or proposed appear acceptable to correct the findings based on your responses.

Your final Financial Status Report (SF-269) for PY25 indicated an unobligated fund balance of $144,860, which will be offset. Therefore, you may consider the audit closed and financial reporting complete for PY25.

Grantees are requested to acknowledge receipt of decisions by the granting office. Please sign and return a copy of this letter within ten (10) days of receipt to this office, Attention: Heather Colwell.

You are requested to make this correspondence plus all grant documents and budget information available to the auditor for subsequent audits. Additionally, please ensure that your Executive Director and other Officers of the Board, Head Start Director, Finance Officer, and Policy Council Chairperson each receive a copy of this letter.

If you have any questions, please contact Janice Pruitt, Grants Management Team Leader, at 214-767-8848.

Sincerely,

Susan K. Johnston
Acting Regional Program Manager

Acknowledgement:

_____

Signature Date

cc: GF/RF
Division of Audit Resolution & Grants Oversight
Ray Bishop, Grants Management Officer
Susan Johnston, Acting Regional Program Manager
Alfredo Huerta, Program Specialist
Debra Ogwo, Grants Management Specialist

AI-11135 **7.B.**

CIHCP

CC REGULAR

Date: 09/23/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Indigent Health Care Program:
1. Approval to pay invoices submitted by UTMB at Galveston for health care services provided to the Indigent Health Care Program in the amount of $3,830.64 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
2. Approval to pay invoices submitted by UTMB Faculty Group Practice for health care services provided to the Indigent Health Care Program in the amount of $469.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
3. Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program 004 to program 003 in the amount of $4,299.64

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008-09 **ACCT. #:** 8-1249-444-00-240-003-9-899
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of interdepartmental transfer in the amount of $4,299.64.

FISCAL YEAR: 2008-09 **ACCT. #:** 8-1249-444-00-240-004-9-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer from Program 004 to 003 in the amount of $4,299.64. Available balance as of 9-17-08 $191,177.34

Attachments

Link: UTMB
Link: attestation
Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	09/11/2008 01:43 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/17/2008 02:37 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 04:08 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 04:08 PM	APRV
5	Court Administrator	Angela Garcia	09/18/2008 04:30 PM	APRV

Form Started By: Dairen Sarmiento Started On: 09/11/2008 01:33 PM

Final Approval Date: 09/18/2008

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH	STATUS
180774	902983	UTMB AT GALVESTON	7/30/2008	$1,763.60	$617.26	FY09-03-UTMB	paid
180773	014185	UTMB AT GALVESTON	7/11/2008	$166.00	$58.10	FY09-03-UTMB	paid
180772	014185	UTMB AT GALVESTON	8/15/2008	$4,111.50	$1,439.02	FY09-03-UTMB	paid
180769	014185	UTMB AT GALVESTON	7/11/2008	$4,774.10	$1,670.94	FY09-03-UTMB	paid
180767	9604	UTMB AT GALVESTON	6/11/2008	$129.49	$45.32	FY09-03-UTMB	paid
180763	014185	UTMB FACULTY GROUP PRACTI	8/15/2008	$110.00	$38.50	FY09-03-UTMB	paid
180761	902983	UTMB FACULTY GROUP PRACTI	7/30/2008	$220.00	$77.00	FY09-03-UTMB	paid
180758	902983	UTMB FACULTY GROUP PRACTI	7/30/2008	$1,010.00	$353.50	FY09-03-UTMB	paid
				$12,284.69	$4,299.64		

Summary

UTMB AT GALVESTON	$3,830.64
UTMB FACULTY GROUP PRACTI	$469.00
	$4,299.64

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

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on **September 23, 2008** have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

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

Amount to be paid by the County Auditor's Office $4,299.64
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $4,299.64
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

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

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

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

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

Darien Sauciento — 9-11-08

Approved by Human Services Director — Date

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

DATE: September 11, 2008

AI#11135

DEPARTMENT HEAD: Valde Guerra

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

ACCOUNT NUMBER: 8-1249-444-00-240-00X-9- XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1249-444-00-240-004-9- 843	UPL FY 2008-2009 - AID TO NONGOVT AGENCY	(4,299.64)
TO		
8-1249-444-00-240-003-9- 899	INDIGENT FY 2008-2009- CONTINGENCY	4,299.64
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund UTMB Faculty Group Practice and UTMB at Galveston in the amount of $4,299.64

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-11266 **8.A.**

Hidalgo County Primary Care/Substance Abuse Facility
CC REGULAR

Date: 09/23/2008
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Juan D. Salinas
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Discussion and approval to submit the Hidalgo County Primary Care/Substance Abuse Facility Operations Plan.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding necessary for this item.

Attachments

Link: Operational Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 07:43 AM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 04:59 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:29 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:18 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Brenda Garza — Started On: 09/17/2008 04:56 PM

Final Approval Date: 09/19/2008

Hidalgo County Primary Care/Substance Abuse Facility

Operational Plan

September 23, 2008

Background

HB 1, the General Appropriations Act of the 80th Legislature, contained a provision that appropriates $3 million to the Department of State Health Services (DSHS) for the purpose of design and construction of a new facility in Edinburg for the purpose of offering primary care and outpatient substance abuse services. This provision, which is known as Rider 75, is found on pages II-65 and II-66 of HB 1. The full text of Rider 75 is as follows:

> **"75. Construction of the Hidalgo County Primary Care and Substance Abuse Facility.** Amounts appropriated above to the Department of State Health Services (DSHS) include $3,000,000 in General Revenue in fiscal year 2008 in Strategy F.1.3, Construction: Health Care Facilities, South Texas Health Care System, to be used to design and construct a new facility in Edinburg for primary care and substance abuse outpatient services. Any unexpended balances in Strategy F.1.3, Construction: Health Care Facilities, South Texas Health Care System, as of August 31, 2008 are appropriated to DSHS for the same purpose for the fiscal year beginning September 1, 2008. DSHS, in conjunction with the county health department, shall submit to the Legislative Budget Board and the Governor a plan to fund in full the facility's operating costs with local funds as available for the provision of health care services."

This document constitutes the contribution of the Hidalgo County Health Department to the plan required by Rider 75 and, subject to authorization by the Hidalgo County Commissioners Court, will be forwarded to DSHS with the intent that it be provided to the Legislative Budget Board and the Office of the Governor in compliance with HB 1.

Please see organizational chart in Appendix A

Purpose & Vision

The purpose of the Hidalgo County Substance Abuse Treatment Center is to provide community-based primary care and substance abuse treatment services for both adolescents and adults who would benefit from such services.

The following vision has been developed to guide the work of the Hidalgo County Primary Care/Substance Abuse Facility Team:

VISION

'A patient -centered health care facility, which provides collaborative primary care, substance abuse and mental health services, and is successful in improving the quality of life for clients and their families.'

I. Land Procurement, Design & Construction

Oversight for the construction and development of the facility will be conducted by the construction sub-committee, chaired by an official from Hidalgo County Office of Budget and Management.

A. The Hidalgo County Commissioners Court, in collaboration with Hidalgo County Precinct No. 4, has identified Lot 15, Section 245 of Texas-Mexican Railway Company's Survey, a 6.31-acre tract of land within northeast Edinburg, Texas.
    1. See attached survey, Appendix B
    2. Order approved by the Hidalgo County Commissioners Court on September 16, 2008, attached as Appendix C

B. Hidalgo County has been working in collaboration with the Texas Department of State Health Services (DSHS) and Texas Facilities Commission (TFC) on land acquisition.
    1. County and State legal counsels have reviewed the legal opinions regarding the final land disposition and its impact on the overall project timeline.
    2. No deed restrictions.
    3. Zoning requirement as per Edinburg Planning and Zoning: Industrial
    4. Current zoning: Industrial
    5. County in the process of subdividing the land, as per contracted engineer, Quintanilla, Headley & Associates, to meet all City of Edinburg requirements.
    6. Easement agreement is in Draft.

C. Design & Development
    1. Engineering Services
        a. Quintanilla, Headley & Associates
    2. Architectural Services
        a. Negrete & Kolar, as per Texas Facilities Commission

D. Construction

    1. Facility to be approximately 13,000 square feet, to accommodate various exam rooms, group counseling rooms, offices, community education rooms and ancillary space for infrastructure and daily maintenance operations.

    2. Facility will be fully Americans with Disabilities Act (ADA) compliant and follow all state licensing regulations.

3. Accommodations to ensure privacy and adhere to all Health Insurance Portability and Accountability Act (HIPAA) guidelines.

4. Construction committee will be organized with various healthcare and substance abuse specialists to assist in final development of facility.

a. Joe Gonzalez, Executive Director of the Rio Grande Valley (RGV) Council, Inc.
b. Coni Dietrich Aguirre, Chief Administrative Officer, Tropical Texas Behavioral Health
c. Eddie Olivarez, Chief Administrative Officer, Hidalgo County Health and Human Services
d. Brenda Garza, Public Health Liaison, Hidalgo County Judge's Office
e. Daniel Flores, Director, Hidalgo County Buildings and Grounds
f. Nicholas Dauster, DSHS Representative
g. Paul Medrano, TFC Representative

5. Hidalgo County will support DSHS and TFC to follow all procedures involving actual construction.

6. Hidalgo County will arrange for extension of utilities to site

II. Operations

A. The County will pursue to contract out clinical services, which will adhere to all state and federal guidelines and requirements.
B. Selected contractor must demonstrate proof of licensure and meet all requirements under Texas DSHS Chapter 448, Substance Abuse Standards of Care Rules, attached as Appendix D.

III. Funding & Sustainability

A strategic sustainability plan for the facility will be developed to maintain program services at a level that will provide ongoing and future primary care services and services for prevention and treatment of substance abuse among adolescents (primary population) and adults in the community, as funded.

A. A Funding and Sustainability subcommittee will develop a funding and sustainability plan to identify funding sources for initial startup of the substance abuse program, and to develop a five -year funding forecast, as well as a long-term plan for the sustainability of this program.

1. Initial startup will consist of salaries for a physician, licensed clinical staff and any support staff which are required to operate a state licensed substance abuse treatment facility.
2. Sustainability of such a program requires a sound balance of various funding sources including funding from the community, partner contributions, the State and other sources such as foundations and private donations.

B. Community Partner Contributions

The subcommittee will include a strategy for securing funding from community partners including cities and the county.

1. Potential community funders will be identified
    a. Cities: Cities such as Edinburg that might have some revenue to dedicate for this effort from the sale of the city-owned hospital (proceeds were designated for mental health and substance abuse treatment).
    b. County: The County will explore using indigent care program in order to provide treatment to low-income individuals who are not eligible for Medicaid or do not have commercial insurance coverage, and meet state requirements for indigent care funding.
2. A request for funding will be developed by the subcommittee and presented to each prospective community funder.

C. Private Sector/Foundation/Other Sources of Funding

The subcommittee will also include a strategy for securing funding from the private sector, foundations and other sources.

1. Hidalgo County and/or the subcommittee will explore opportunities to lease out the facility to another public or private entity for day-to-day operations and service delivery.
    a. The RGV Council, Inc. and its subsidiary Action Focus Solutions, Inc., is willing to enter into a contract agreement to provide patient services in lieu of renting the facility.
    b. Please review attached plan submitted by Action Focus Solutions, Inc. as a viable startup plan, Appendix E.
2. In order to expand medical services within the County's indigent care program, the County will propose to Hidalgo County Clinical Services, Inc. (Upper Payment Limit (UPL)- hospital consortium) to join as a private partner in providing direct

medical/clinical services at the proposed treatment facility. Services may include direct physician care, nursing services, laboratory x-ray services, pharmaceutical services, etc.

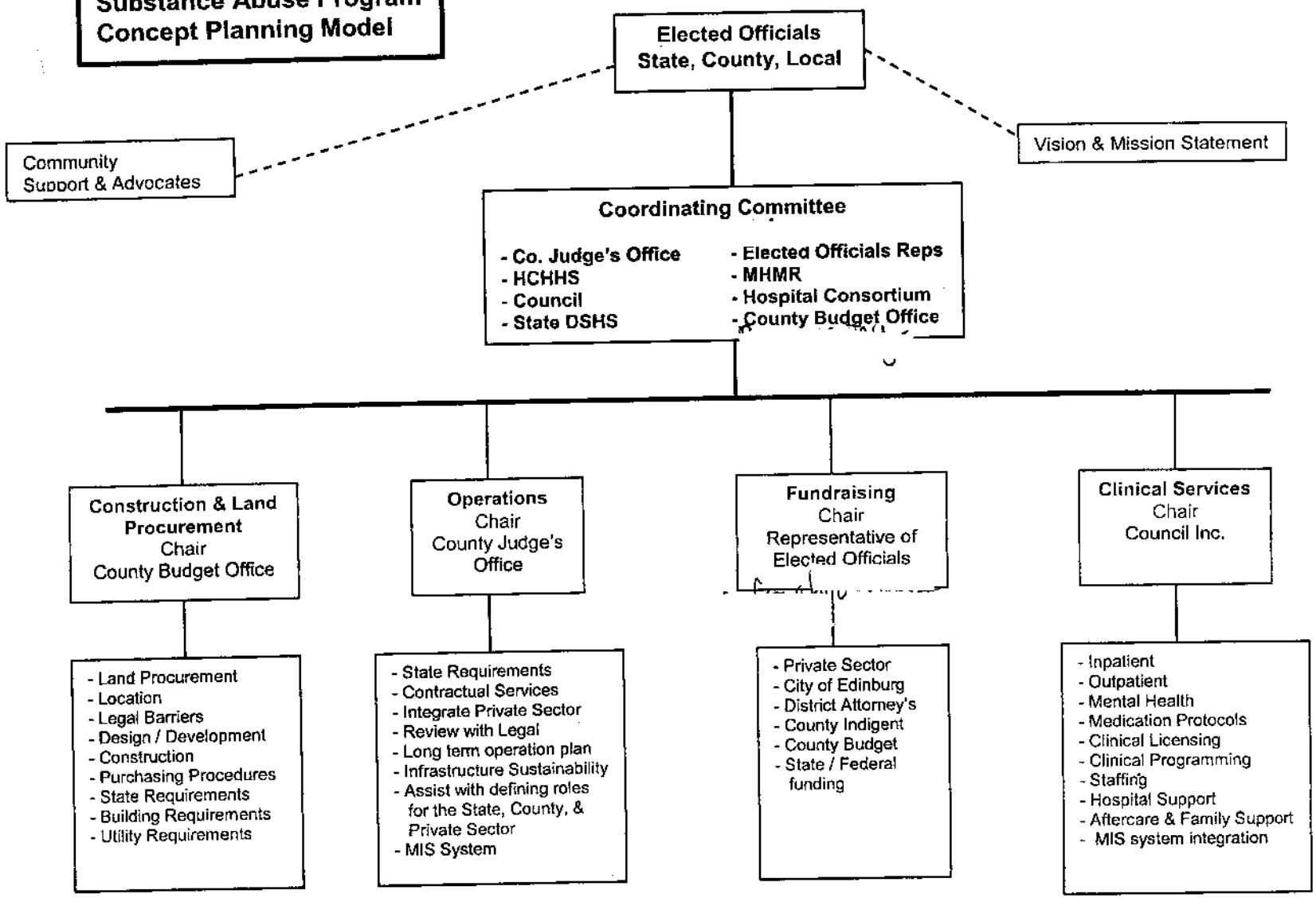
3. The subcommittee will develop a marketing plan for educating the private business sector on the vision and importance the Hidalgo County Primary Care/Substance Abuse Treatment Center.
4. The portfolio of potential private contributors may include local financial institutions, medical facilities, corporations, and private donors.
5. In lieu of direct monetary contributions, the County will encourage a partnership with the local university (The University of Texas Pan American) and college (South Texas College) to obtain practicum students and licensed professionals to assist in providing direct and supportive patient care services (these services will count toward in-kind donations).
6. The subcommittee will be tasked with identifying a portfolio of foundations and preparing requests for funding (e.g., Gates Foundation, Meadows, Houston Endowment, etc.).
7. Consideration for additional funding may include the involvement of various pharmaceutical corporations and/or clinical programming companies which may be conducting research and clinical trials.
8. Other revenue sources include self-pay, commercial insurance, Medicaid, and Children's Health Insurance Program (CHIP).

D. State/Federal Funding

1. The subcommittee will develop requests for federal and state funding as part of their strategy, but will not rely solely on this type of funding.
2. The subcommittee will prepare a budget rider request for the 2009-10 biennium, for operation and maintenance of the facility.
3. Prepare a federal earmark request for 2009 for general operations and to address the needs of clients who are not able to pay for treatment.
4. Continuously scan for state and federal funding from agencies in order to utilize any other sources of available funding.
5. The subcommittee will be pursuing, updating and annually publishing "A vision of the future of substance abuse treatment and prevention in Hidalgo County" and sharing it with a portfolio of funders with whom to partner, in order to achieve these goals within the State and with Federal agencies.

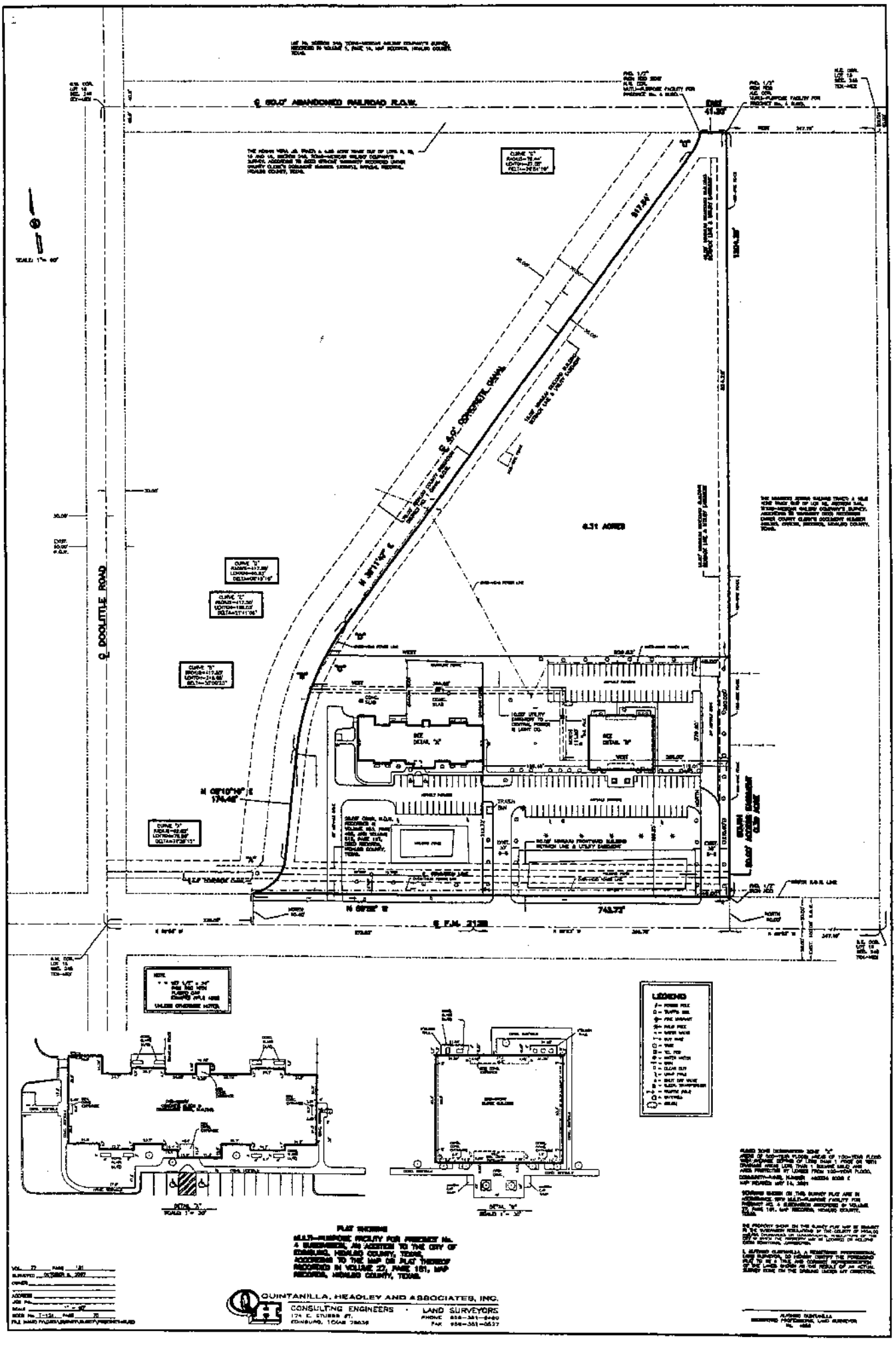
Appendix A

Hidalgo County Substance Abuse Program Concept Planning Model



Developed by:
Eduardo Olivarez, Chief Administrative Officer
Hidalgo County Health and Human Services
July 30, 2007 Beta Version 1.0

Appendix B


S. DOOLITTLE ROAD
6.31 ACRES
743.73'
N 89°58' W
S.F.M. 2128
LEGEND
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

Appendix C

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 donate 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 16th day of September, 2008.

J.D. Salinas, III
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Appendix D

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CHAPTER 448 SUBSTANCE ABUSE STANDARDS OF CARE RULES

Effective
September 1, 2004

Amended effective February 1, 2006 (§448.408)
Amended effective June 1, 2006 (§448.603, §448.701, and §448.706)
Amended effective October 1, 2006 (§448.505)

Appendix E

Rio Grande Valley Council, Inc.

a non-profit center for alcohol, drug, and HIV education & counseling

Ricardo Dan Torres OTR, Board President
Jose G. Gonzalez, LCSW, Chief Executive Officer

N. Cage Blvd., Ste. A, C, & E
, TX 78577
e: (956) 787-7111
(956) 781-2233

N. Expressway Ste. G1 & G2
nsville, TX 78521
e: (956) 982-1551
(956) 982-1581

Mann St., Ste. 602
us Christi, TX 78401
e: (361) 884-9596
(361) 884-9659

rimarily Funded by:

SHS & SAMHSA

08/27/2008

Mr. Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health Department
1304 South 25th St.
Edinburg, Texas 78539

Greetings Mr. Olivarez:

It has been a while since we spoke regarding the progress of the Hidalgo County outpatient treatment program for substance abuse services. In the past few months the RGV Council has been developing a plan for Region 11 services to present to DSHS for the next LAR in preparation for the treatment RFP process. I am attaching a copy of this document (through e-mail) that will accompany our request for funding in this region for your review. It includes the Hidalgo County facility to be built.

As you are aware the community is concerned with making this facility a reality and the need to have an operational plan approved by DSHS continues to be the next requirement. I would like to propose that Hidalgo County consider as an operational plan having the Rio Grande Valley Council lease the facility and run its outpatient treatment services based out of this facility. As we are aware DSHS will not fund the program services directly but requires a competitive bid process for all service providers. If Hidalgo County will lease to RGV Council the facility for $1.00/yr. (one dollar a year), the Council will be responsible for the other operational costs of providing outpatient treatment services. RGV Council will participate in the competitive bid process next year and seek to expand treatment services to our community. RGV Council has developed a subsidiary named Action Focus Solutions that will apply for outpatient adult and adolescent treatment during the next RFP. This will eliminate the need for the County to develop its own operational funding resources.

RGV Council with over seventeen years of experience continues to be based in Hidalgo County since its beginning and reaches out with various program services to all of Region 11. We are prepared to build a partnership with Hidalgo County that will serve a major need for substance abuse services. We must not let this great opportunity pass us by and build a treatment facility in this County we will all be proud to support.

To discuss this plan you may contact me at (956) 787-7111 ext. 237 or by e-mail at jggonzalez@rgvcouncil.org. Building a stronger community in partnership,

Jose G. Gonzalez, LCSW, CEO
Rio Grande Valley Council, Inc.

Cc: file

ACTION FOCUS SOLUTIONS INC. (subsidiary of Rio Grande Valley Council Inc.)
Hidalgo County Substance Abuse Outpatient Services (Adult & Youth)
Operational Proposal

Introduction: Action Focus Solutions Inc. is a 501 (c)(3) nonprofit subsidiary of Rio Grande Valley Council Inc. established to provide outpatient substance abuse treatment services to meet the need and gap in services in the Rio Grande Valley. Action Focus Solutions (A.F.S.) seeks to compete in the Department of State Health Services competitive "Request for Proposal" process for outpatient substance abuse treatment funding to serve an adolescent and an adult population. AFS seeks to become a partner with Hidalgo County in its' shared goal to serve the shortage of treatment services by proposing to provide the operational plan and delivery of services to the new facility in Edinburg for primary care and substance abuse outpatient services. As appropriated by Department of State Health Services funding in General Revenue in fiscal year 2008 in Strategy F.1.3, Construction: Health Care Facilities, South Texas Health Care System to be used in the construction of a $3,000,000 facility.

Need: Currently the closest DSHS funded adult regular outpatient treatment services exist in Cameron County (Recovery Center Cameron County Brownsville/Harlingen) allocating $599,044 in funding. There is limited outpatient treatment for a specialized female program in Edinburg funded at $40,000. The only DSHS funded adult residential treatment services in Region 11b (Assoc. Advancement of Mexican Americans) are limited to females only funded at $195,000 located in Edinburg. Adult individuals who need detoxification and/or residential treatment for indigent care are referred to a Nueces County DSHS provider. In FY 2007 RGV Council screened over 1,200 adult clients in Hidalgo County.

The closest youth services recently opened by SCAN (Serving Children & Adolescents in Need Inc.) in San Benito for a 16 bed male residential facility that will also provide outpatient services. No DSHS funded adolescent services exist in Hidalgo County. In FY 2007 RGV Council screened nearly 300 adolescents for substance abuse services in Hidalgo County.

Proposal: Rio Grande Valley Council Inc. through its subsidiary, Action Focus Solutions Inc. proposes a partnership in providing an integrated health model for substance abuse treatment with Hidalgo County. In coordination Hidalgo County will secure the medical services for public health screening and other identified medical needs and AFS will provide the direct counseling services for adolescents and adults in an outpatient treatment program. The program will be a DSHS licensed site for 90 adult and 90 adolescents. Based on funding projections of $350,000 for adult services, AFS will serve 350 adolescent clients per year. Also, based on $350,000 for adolescent services, AFS will serve 350 adolescent clients per year. Components of the program will include skill building, counseling, outreach, health screening, and aftercare support. AFS will implement an evidenced based outpatient treatment model culturally appropriate to the population being served and conduct outcome program evaluation. DSHS funding awards and allocations will vary and program budget will make adjustments to meet funded services.

ACTION FOCUS SOLUTIONS INC. (subsidiary of Rio Grande Valley Council Inc.)
Hidalgo County Substance Abuse Outpatient Services (Adult & Youth)

Revenue(s):

Adult treatment services (DSHS RFP process FY10)	$350,000
Youth treatment services (DSHS RFP process FY10)	$350,000
TOTAL DIRECT	**$700,000**
Physician Services (Program Income from HCHD)	$ (to be determined)
TOTAL BUDGET	**$700,000**

Itemized description of expenditures, existing resources, other support

BUDGET

Budget Category			Total
Personnel:			$492,360
Project Director	1.0 FTE	$ 55,000	
Counselor II	6.0 FTE (@$42,500)	$255,000	
Admin. Assistant	1.0 FTE	$ 20,000	
Secretary/Receptionist	1.0 FTE	$ 18,000	
Outreach Specialist	1.0 FTE	$ 25,000	
Salary Total		**$373,000**	
Fringe Total @ 32%		**$119,360**	
Travel: In-State travel for eight (8) staff to attend Institute training (or alternative option) in Austin, TX: Mileage 2,458 mi x $0.42 = $1,032; Hotel: $85/n x 5n x 8 rooms = $3,400; Per-diem: $36/d x 5d x 8 staff = $1,440. Total travel for Institute training in Austin, TX: **$5,872**; Local Travel for staff 1400 mi/month x 12 months x .42 = **$ 7,056**			$12,928
Equipment			$20,500
Computer/Software/Printer X 8 (@ ($1,500) = $12,000			
Security Camera System $8,500			
Supplies			$33,400
1. General Supplies	$ 11,400		
2. Treatment Resources	$ 22,000		
Contractual			$11,500
1. Evaluation Consultants $75/hr X 100 hours =		$7,500	
2. Fiscal Independent Audit		$4,000	
Other			$59,312
1. Lease Hidalgo County Building		$ 1 dollar	
2. Telephone/Internet: 10 FTE X $95 X 12		$11,400	
3. Utilities, Janitorial, etc. $1100 X 12		$13,200	
4. Postage $0.42 X 150 letters/month X 12		$ 756	
5. Xerox Copier $225/mo.X 12		$2,700	
6. Yellow pages/phone announcement $287/mo X 12		$3,444	
7. Newspaper advertisement (recruitment of positions)		$1,200	
8. Insurance		$4,500	
9. Equipment Maintenance & Repair		$7,000	
9. Registration Fees DSHS Institute $300 X 8		$2,400	
10. Curriculum Training		$11,000	
11. Transportation assistance		$ 1,711	
Total Direct Cost			$630,000
Total Indirect @10%			$70,000
Total Funded Budget			$700,000

AI-11169 **9.A.**

CLAIM - ROBERT LIZCANO RIEMBURSEMENT
CC REGULAR

Date: 09/23/2008
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

Requesting approval to reimburse the Restitution Center Director Mr. Robert Lizcano the amount of $78.00 for gasoline expenditures paid from personal funds to operate a County vehicle with authority for County Treasuer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Letter requesting reimbursement of funds is attached along with purchase affidavit, invoice # 115035.

Pending intra-transfer.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-005-9-682
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending intra- dept. transfer

Attachments

Link: Claim Robert Lizcano
Link: Intra Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/15/2008 11:35 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/17/2008 02:07 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 04:10 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 04:34 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:38 AM	APRV

Form Started By: Diana Solis Started On: 09/15/2008 11:04 AM

Final Approval Date: 09/19/2008

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

September 10, 2008

Commissioners Court
Hidalgo County
Edinburg, Texas 78540

REF: Robert Lizcano – Stripes #2202 Inv#115035 dated 9/09/08 for $78.00
Budget account # 8-1297-423-00-320-005-9-682

Commissioners Court:

On September 5th, 2008, an employee of the Hidalgo County Restitution Center went to the Stripes store at 2502 E University in Edinburg to fuel the center's van. He tried paying at the pump, but the transaction was declined. The employee then went inside the store, and the store attendant opened the pump. The employee fueled the van with $78.00 of gasoline, and a charge ticket was made. On September 9th, Mr. Lizcano went to the Stripes store, and paid the charge ticket.

I am requesting payment be made to reimburse Robert Lizcano in the amount of $78.00.

Respectfully,

Joe Lopez
Director

JL/ds
Attachments

DATE September 9, 2008
DEPT.CONTROL#_____

PURCHASE AFFIDAVIT

Hidalgo County
The State of Texas

I, Robert Lizcano, do hereby state that the Item (s) listed on the invoice (s) named below was purchased for the exclusive use of the Hidalgo County Community Supervision & Corrections Department.

Invoice No.	Date	Name of Company
115035	9/9/2008	Robert Lizcano

Items Purchase:
gasoline 22.42 gallons / $78.00
for R/C van used for transporting of residents.

Reason:
Employee inputted invaid I. D. number.

I further state that I was authorized to make such purchase (s). I therefore request reimbursement of this invoice (s) in the amount of $78.00 from the **Restitution Center** budget account number **08-1297-423-00-320-005-09** line item 682 and that payment be made payable to:
Robert Lizcano.

Robert Lizcano
Signature

R/C Center Director
Title of person making purchase

Before me MELISSA R. GARZA, a notary public in and for the **State of Texas** appeared Robert Lizcano on this the 9th day of September, 2008 and on his/her oath deposed and state that the forgoing facts as set forth in the above request for expense reimbursement are true and correct in every respect.
He/She further stated that he/she request payment of the same.

Notary's Signature

Notary Stamp

MELISSA R. GARZA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
5-27-2010

Approved: Diana G. Solis 9-9-08
Diana G. Solis Date
CSCD Accountant

STRIPES # 2202
2502 E. UNIVERSITY
EDINBURG, TX

[illegible] PCC 2202
2502 E UNIVERSITY
2502 E UNIVERSITY

Descr.	qty	amount
VALERO CARD ACT	1	78.00
Sub Total		78.00
Tax		0.00
TOTAL		78.00
DEBIT		$ 78.00

CARD TYPE: DEBIT
CARD NAME: LIZCANO/ROBERT
ACCT NUMBER: XXXXXXXXXXXX5730
TRANS TYPE: SALE
APPROVAL: 916863 INVOICE: 115035

NO SIGNATURE NEEDED

APPROVED 916863
****

PREPAID CARD
ACTIVATION

ACTIVATION AMOUNT $ 78.00

CARD TYPE: GIFT CARD
ACCT NUMBER: xxxxxxxxxxxxxx1317
APPROVAL: 007800 INVOICE: 115036

ACTIVATE 007800
Card Balance $0078.00
****
REG# 0004 CSH# 013 DR# 01 TRAN# 41146
09/09/08 10:52:41 ST# 2202

Part of the Valero Family of Brands

Part of the Valero Family of Brands

DATE 9/6/08 INVOICE NUMBER

V185813

CUSTOMER COPY

COMPANY ISSUING CARD/EXP DATE	AUTH CODE	PRODUCT OR SERVICE	QUANTITY	PRICE INCLUDING TAX	AMOUNT
		☐ DIESEL ☐ SUPER UNLEAD. ☑ UNLEAD ☐ REGULAR	22.48		78.00
		DL NO. & STATE ISSUED			
FOR FLEET CARD USE				SALES TAX	

Noe Salas
DL: 03127621
ID#: 04043

Restitution Center
381-0733
2411 N. M Rd.

Pump #2
$78.00

LP: 102 5247
Unit 2

Card:
Comdata Ex. 04/12
5567 3560 2347 1485
Vehicle 025247-Restitu
Hidalgo CTY-TMG

S.V.
Robert Lizcano
648-1782

He said he would be back
Monday Morning 9/8/08

Transaction Detail

BACK

Decline Detail

Account Code:	XM722	**Accept Location:**	PCC 2202 EDINBURG TX US
Customer ID:	ABG10	**Merchant Category Code Group:**	30001
Corporate Account Code:	XE596	**Merchant Category Code Number:**	5542
Cardholder Name:	1025247-RESTITU VEHICLE	**Merchant Category Code Description:**	FUEL DISPENSER AUTOMATED
Cardholder Card Number:	5567356023471485	**Authorization Method:**	E
Card Expiration Date:	0412	**POS Entry Mode:**	090
Authorized Amount:	0.00	**POS Entry Mode Description:**	SWIPED TRANSACTION
Local Date (CST):	09/05/2008	**Decline Code:**	445
Local Time (CST):	22:20:12	**Decline Message Description:**	CARDHOLDER ID # IS INVALID
Prompted ID:	010403	**Corrective Action:**	VERIFY CARDHOLDER ID
Accept ID:	570609000000000		

BACK

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Please read our terms of use and privacy policy.

DATE: September 15, 2008

DEPARTMENT HEAD: Joe Lopez, Executive Director

AI#6053
Revised

DEPARTMENT NAME: Restitution Center

ACCOUNT NUMBER: 8-1297-423-00-320-005-9

SUBJECT: Intra-departmental Transfer/s

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
	CJAD Category:Furnished Transportation		CJAD Category:Furnished Transportation	
522	Auto Insurance	682	Fuel	78.00
			TOTAL	78.00

REASON: To reimburse Robert Lizcano, Center Director, for fuel paid.

Joe E. Lopez, Executive Director
Hidalgo County CSCD

9/15/08
Date

Ray Eufracio, CPA
County Auditor

Date

AI-11170 **9.B.**

CLAIM PUEBLO TIRES & SERVICE INV#64423
CC REGULAR

Date: 09/23/2008
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/ invoice with authority for Hidalgo County Treasurer to issue a check in the amount of $32.17 for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Invoice #	Vendor	Description	Amount
64423	Pueblo Tires & Service	Oil Change	$32.17

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-005-8-434
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 09-16-08 $213.98

Attachments

Link: CLAIM - PUEBLO TIRES

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		09/19/2008 05:14 PM	PEND
2	Veronica Lopez	Veronica Lopez	09/17/2008 02:07 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 04:15 PM	APRV
4	Mike Escaname	Mike Escaname	09/19/2008 07:46 AM	APRV
5	Linda Fong		09/19/2008 05:14 PM	NEW

Form Started By: Diana Solis Started On: 09/15/2008 11:05 AM

Final Approval Date: 09/19/2008

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

September 9, 2008

Commissioners Court
Hidalgo County
Edinburg, Texas 78540

REF: Pueblo Tires & Service Inv#64423 dated 8/27/08 for $32.17
Budget account # 8-1297-423-00-320-005-8-434

Commissioners Court:

The Hidalgo County Restitution Center has a total of five vans. On 8/27/08, unit #4 was taken to Pueblo Tires for an oil change due to an open purchase order #598124. The purchase order listed only unit #1, #2, and #3 making this oil change a claim.

I am requesting that payment be made to Pueblo Tires for the oil change on unit #4 in the amount of $32.17.

Respectfully,

Joe Lopez
Director

JL/ds
Attachments

Pueblo TIRES & SERVICE

REMIT ALL PAYMENTS TO:
BUSINESS OFFICE
1919 W. BUSINESS 83
MC ALLEN, TX 78501

CONTROL # 455674

For Your Quick Reference Please Use
00/07/00 100959 71723 1 [illegible]

PUEBLO TIRES #07
520 N. UNIVERSITY DR.
EDINBURG, TX 78539
(956)383-2051

License:[illegible]
Mileage:179,360 MC FORD F

Sold HIDALGO COUNTY
To: PURCHASING DEPT
[illegible]
EDINBURG, TX 78539

Ship HIDALGO COUNTY
To: PURCHASING DEPT
[illegible]
EDINBURG, TX 78539

Charges

P.O. Sls M.Poore D.Payne Ship Via
#29128 308 (956)383-4953 DELIVERED

Item#	Description	Qty Ord	Qty Shp	PCT	Price	Net
LOF	LUBE, OIL & FILTER	1	1		6.00	6.00
SL	SERVICE CHARGE	1	1		5.25	5.25
[illegible]	OIL [illegible]	1	1		[illegible]	[illegible]
5W30S	KENDALL 5W30 MOTOR OIL BULK	7	7		3.00	20.93
	*CHASSIS LUBED Y					
	*FLUIDS CHECKED Y					
	*AIR PRESSURE CHECKED Y					
	*BELTS AND HOSES CHECKED Y					
	*AIR FILTER CHECKED Y					
	*TD 8 /32NDS LEFT FRONT					
	*TD 8 /32NDS LEFT REAR					
	*TD 8 /32NDS RIGHT REAR					
	*TD 8 /32NDS RIGHT FRONT					
	*ENGINE OIL SHOULD BE CHANGED EVERY					
	*3000 MILES OR 3 MONTHS. YOUR NEXT					
	*[illegible] IS DUE ON [illegible]					
	[illegible]					
LTX	THANK YOU & PLEASE COME AGAIN!	1	1		0.00	0.00
	UNITS					

8-1297-423-00-320-005-8-434

C/I# 993049

PO Liquidate Balance

*********THANK YOU*********
YOUR BUSINESS IS APPRECIATED

SubTot Parts: 26.93
SubTot Labor: 5.25

NET 10TH

INVOICE RECEIVED BY: [illegible] on 8/28/00

24 HOUR ROAD SERVICE AVAILABLE

LUGNUTS CHECKED FOR PROPER TORQUE WITHIN THE FIRST 50 MILES OF USE.

GOODS/SERVICES RECEIVED BY:

X [illegible] on

Inv Total : 32.17

McAllen 1	956-682-9511	Edinburg	956-383-2051	Pharr	956-782-8473
Weslaco	956-968-8473	McAllen 6	956-971-8473	Alice	361-664-6551
Harlingen	956-425-9022	Mission	956-581-0212	Kingsville	361-592-8473
Brownsville	956-542-8473	Rio Grande City	956-716-8474	Corpus Christi	Coming Soon

Purchase Order

COUNTY OF HIDALGO

PO#: 598124

DATE: 01/29/08

VENDOR: 91987 REQ:00125966
FAX (956)382-6859 Email:
Phone:(956)682-7800
PUEBLO TIRES & SERVICE
ATTN: CREDIT DEPT
1919 W. HWY. 83
MCALLEN TX 78501

BUYER:
SHIP TO: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: ADULT PROBATION

Special Instructions: Req.#347

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION. THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	Blanket Purchase Order: for brakes,rotors & other minor repairs such as oil changes, a/c vehicle, tune ups, inspection sticker, wheel alignment, tire repairs & spark plugs on following three (3) vehicles VAN#1 license plate 1025248; VAN#2 license plate 1025247; VAN#3 license plate 206218.	750.00	750.00
		Total		750.00

****

For Hidalgo County use only

8-1297-423-00-320-005-8-434 750.00

Approved

A

Authorized by: Martha L. Salazar

AI-11205 **9.C.**

CLAIM - EL PASO COUNTY WEST TEXAS CSCD
CC REGULAR

Date: 09/23/2008
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

Discussion, consideration, aceptance and approval of claim/invoice (#1369) from El Paso County West Texas CSCD in the amount of $5,000.00 with authority for Hidalgo County Treasurer to issue payment after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

BACKGROUND

A memorandum of understanding was agreed upon by seven (7) CSCD's. This item is to allow payment of the $5,000.00.

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 09/17/08 $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	09/17/2008 10:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/17/2008 02:07 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 04:17 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 04:37 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Diana Solis Started On: 09/17/2008 10:21 AM

Final Approval Date: 09/19/2008

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-11195 **10.A.**

Interlocal Agreement - Pct. 1 & City of Edcouch
CC REGULAR

Date: 09/23/2008
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 copy of Agreement).

City Council took action to approve on September 16, 2008. (see attachment)

Fiscal Impact

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

BUDGETARY IMPACT:

County agrees to contribute CDBG funds to Edcouch in an amount not to exceed $257,000.00 from the Urban Co. Year 21 (2008) Fire Station/ Equipment Activity.

Attachments

Link: minutes, interlocal agr.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 10:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/17/2008 01:35 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 04:55 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 05:00 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Estella Webber — Started On: 09/16/2008 05:14 PM

Final Approval Date: 09/19/2008

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

September 17, 2008

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of September 16, 2008, a Regular Meeting of the Board of Aldermen of the City of Edcouch, 7:00 P.M.

ITEM III. NEW BUSINESS

ITEM A. DISCUSSION AND ACTION ON APPROVING INTERLOCAL AGREEMENT IN CONJUNCION WITH HIDALGO COUNTY PRECINCT #1 FOR PUCHASE OF FIRE TRUCK FOR EDCOUCH DEPARTMENT, UTILIZING URBAN COUNTY PROGRAM FUNDS.

A motion on approving Interlocal Agreement between Hidalgo County Precinct # 1 was made by Mayor Pro-Temp. Eddy Gonzalez, seconded by Commissioner Ruth Ruiz. Motion carried.

I, Veronica Montoya, City Secretary, certify that this is a complete and correct excerpt of the minutes of September 16, 2008.

Veronica Montoya 9-17-08

Veronica Montoya Date
City Secretary

SEP 17 2008

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

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 Ferrara 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 Ferrara 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-11196 **10.B.**

Fire Truck purchase - City of Edcouch
CC REGULAR

Date: 09/23/2008
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 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 contract. 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:

Urban County Program will utilize fiscal year 2008 in the amount of $257,000.00 from Precinct No. 1 Fire Station Equipment

Attachments

Link: fire equip purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 11:25 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/17/2008 01:39 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:05 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 05:23 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Estella Webber Started On: 09/16/2008 05:18 PM

Final Approval Date: 09/19/2008

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

September 17, 2008

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of September 16, 2008, a Regular Meeting of the Board of Aldermen of the City of Edcouch, 7:00 P.M.

ITEM III. NEW BUSINESS

ITEM A. DISCUSSION AND ACTION ON APPROVING INTERLOCAL AGREEMENT IN CONJUNCION WITH HIDALGO COUNTY PRECINCT #1 FOR PUCHASE OF FIRE TRUCK FOR EDCOUCH DEPARTMENT, UTILIZING URBAN COUNTY PROGRAM FUNDS.

A motion on approving Interlocal Agreement between Hidalgo County Precinct # 1 was made by Mayor Pro-Temp. Eddy Gonzalez, seconded by Commissioner Ruth Ruiz. Motion carried.

I, Veronica Montoya, City Secretary, certify that this is a complete and correct excerpt of the minutes of September 16, 2008.

Veronica Montoya 9-17-08

Veronica Montoya Date
City Secretary

Sep 17

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

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

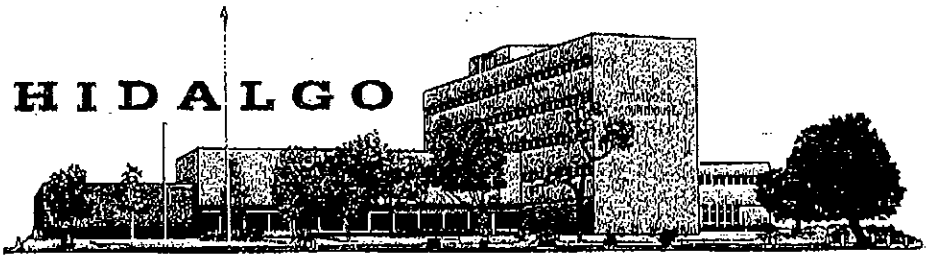
2812 So. Bus 281 & Corner of Canton Rd.

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

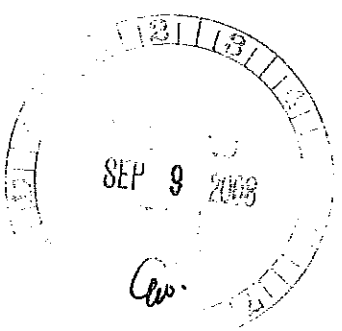
Dear Mrs. Garcia:

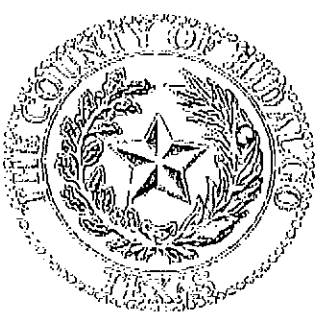
Pct. 1 is requesting the approval for the purchase of a Fire Truck for the City of Edcouch Volunteer Fire Department. Pct.1 is requesting the acceptance of the specifications of the proposed unit in the amount of $257,000.00. Please see attached memo provided by the City of Edcouch. Pct. 1 is requesting 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





THE CITY OF EDCOUCH TEXAS

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

SEP 9

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

AI-11212 **10.C.**

Engineering contract - Home Rehab
CC REGULAR

Date: 09/23/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval of the final negotiated Professional Engineering Services contract with Millennium Engineers Group, Inc. in the amount of $4,652.50 utilizing Year 20 (2007) Urban County Program Owner-Occupied Rehabilitation Program for Hidalgo County Precinct 2, City of San Juan as previously authorized for negoitations by Commissioners' Court on 08-26-08.

BACKGROUND

Urban County Program - HOME Division has negotiated a Professional Engineering Service contract with Millennium Engineers Group, Inc., in the amount of $4,652.50 for Urban County Program Year 20 (2007) Owner-Occupied Rehabilitation project. (See attached scope of services).

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County Program Year 20 (2007) Owner- Occupied Rehabilitation project for Hidalgo County, Precinct 2, City of San Juan

Attachments

Link: contract, scope

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:02 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/17/2008 01:30 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:01 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 05:26 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Estella Webber — Started On: 09/17/2008 11:47 AM

Final Approval Date: 09/19/2008

MILLENNIUM ENGINEERS GROUP, INC.

PO BOX 4569 – EDINBURG, TEXAS 78540 – TEL. 956-383-8522 – FAX 956-383-0295

September 16, 2008

Art Garcia
Hidalgo County Urban Program
1916 Tesoro Blvd
Pharr, Texas 78577

Subject: Proposed Boundary Survey of Lot 19, Block 1, Original Townsite of San Juan
Surveying Services
MEG Proposal No. 08-175

Dear Mr. Garcia:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to Hidalgo County Urban Program (CLIENT) to offer our services in the following area(s):

- Surveying Services

This master contract is general in nature and will cover the services requested by the CLIENT for the subject project. This agreement will remain in effect for the duration of the subject project.

The cost of services provided for the CLIENT's project is based on the information provided by Mr. Art Garcia of Hidalgo County Urban Program. It is our understanding that the proposed project is for a boundary survey on Lot 19, Block 1, Original Town site of San Juan. The boundary survey will include describing lot lines including partial reconstruction of the original town site in this area. The cost of services is $4,652.50 for this proposed project. Said charges are described below;

Description	Qty	Cost	Total
Original Quote	1	$ 350.00	$ 350.00
Vehicle Charge	6	$ 25.00	$ 150.00
Boundary Survey (2 Person)	48	$ 65.00	$ 3120.00
CADD Technician	12	$ 40.00	$ 480.00
Surveyor	3	$ 95.00	$ 285.00
Project Management and Coordination	3.5	$ 65.00	$ 227.50
Administration	1	$ 40.00	$ 40.00

Our firm will invoice as the field work is completed, and at the submission of final survey.

You may send electronic files to meg@megengineers.com or fax at 956-383-0295. If you have any questions please contact us at our office.

Upon your authorization we will begin immediately on the services you have requested.

EXHIBIT

SEP 16 2008

ATTACHMENT "B"
STANDARD CONTRACT CONDITIONS

BASIC SERVICES

MEG will provide Art Garcia of Urban County Programs, Pharr, Hidalgo County, Texas testing services on CLIENT's projects under this AGREEMENT. MEG will provide to CLIENT consultation and advice during the performance of services. You may request services from MEG on any project identified during the term of this AGREEMENT.

The scope of BASIC SERVICES required for MEG's project assignment(s), if any, are determined in the proposal.

ADDITIONAL SERVICES

If authorized in writing by the CLIENT, MEG will furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services under this AGREEMENT. These Additional Services will be paid for by the CLIENT and will require negotiation.

A. Appearances before regulatory agencies or other public meetings other than those provided as a Basic Service.
B. Special investigations.
C. Revision of project deliverables requested by CLIENT after CLIENT's written approval of same unless such revision is required for the correction of MEG's work products containing errors/omissions or other faults.

PAYMENT

Invoices will be submitted periodically for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Preparation of non-standard invoices will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS

The proposal to which this schedule is attached is valid for 60 days from the date of the proposal.

ACCEPTANCE

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Our professional services will be carried out in accordance with the scope of work that has been outlined.

Please return one signed copy of these master contract that provides written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P. O. Box 4569, Edinburg, Texas 78540-4569.

Sincerely yours,

MILLENNIUM ENGINEERS GROUP, INC.

Raul Palma, P.E.
President

Proposed Project: Proposed Boundary Survey of Lot 19, Block 1, Original Townsite of San Juan
Surveying Services
MEG Proposal No. 08-175

CLIENT:

Art Garcia

Authorized Representative

Printed Name

Date

ENGINEER:

Millennium Engineers Group, Inc.

Raul Palma, P.E.
President

9/16/08
Date

Attachments: Attachment "B" "Standard Contract Conditions"
MEG Proposal 08-175

SEP 16

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
6/27/2008	08-175

Name / Address
Hidalgo Urban County Program c/o Art Garcia 1916 Tesoro Blvd Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Original Quote	1	350.00	350.00
Vehicle Charge	6	25.00	150.00
Boundary Survey (2 Person)	48	65.00	3,120.00
CADD Technician	12	40.00	480.00
Surveyor	3	95.00	285.00
Project Management & Coordination	3.5	65.00	227.50
Administration	1	40.00	40.00
		Total	$4,652.50

SEP 16

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

6007-37-6485-5225-P6233

Part I - Professional Services Agreement

This Agreement, entered into this **23rd** day of **September, 2008** by and between **Hidalgo County Urban County Program** and **Millenium Engineers Group, Inc. Edinburg, TX**, duly authorized Engineer, herein acting by **Raul Palma, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received HOME funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Hidalgo County - Urban County Program obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Hidalgo County - Urban County Program is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Hidalgo County - Urban County Program desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Hidalgo County - Urban County Program agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Hidalgo County - Urban County Program agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Survey.** Account(s) **6007-37-6485-5225 P6233**. *(See Exhibit A)*

2.1 Preliminary Phase

a. As may be required, comply and receive the Hidalgo County - Urban County Program approval on all work.

2.2 Design Phase

a. Provide all field information and surveys required for the design of the Project.

b. Plot field data and other survey information for the design of the Project.

c. Preparation of property or easement descriptions.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Hidalgo County - Urban County Program, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Hidalgo County - Urban County Program as indicated in Section VI.

3.1 Detailed mill, shop and/or laboratory inspection of materials or equipment.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Hidalgo County - Urban County Program to points other than within the County and Project site.

4.2 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE HIDALGO COUNTY - URBAN COUNTY PROGRAM'S RESPONSIBILITIES

The Hidalgo County - Urban County Program will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

SECTION VI
PAYMENTS TO THE ENGINEER

The Hidalgo County - Urban County Program agrees to pay the Engineer for completed services as identified by the Hidalgo County - Urban County Program:

6.1 The Engineer shall be paid a total fixed amount of **$ 4,652.50** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Hidalgo County - Urban County Program. The Engineer's fee shall be due and payable once the services of the engineer, as outlined in Section II, has been completed.

6.2 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Hidalgo County - Urban County Program, in consideration of which it is mutually agreed that the Hidalgo County - Urban County Program will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Hidalgo County - Urban County Program may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to

cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or Hidalgo County - Urban County Program engaged in performing such services on each day,

The Hidalgo County - Urban County Program shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Hidalgo County - Urban County Program in connection with the services performed under this Contract, less payments previously made by the Hidalgo County - Urban County Program to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of survey prepared under this Agreement shall be delivered to the Hidalgo County - Urban County Program when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Hidalgo County - Urban County Program for damages sustained by the Hidalgo County - Urban County Program arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Hidalgo County - Urban County Program employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Hidalgo County - Urban County Program, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Hidalgo County - Urban County Program and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other Hidalgo County - Urban County Program of Agreement in respect to all covenants of this Agreement. Neither the Hidalgo County - Urban County Program nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XII
CHANGES

The Hidalgo County - Urban County Program may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Hidalgo

County - Urban County Program and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIII
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Hidalgo County - Urban County Program harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XIV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Hidalgo County - Urban County Program thereof; provided however, that claims for money due or to become due to the Engineer from the Hidalgo County - Urban County Program under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Hidalgo County - Urban County Program.

SECTION XV
GENERAL

16.1 Audit. The Hidalgo County - Urban County Program and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Hidalgo County - Urban County Program.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVI
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Hidalgo County - Urban County Program Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Hidalgo County - Urban County Program.

SECTION XVII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

Exhibit "A"

(Scope of Services)

Perform a survey on Lot 19, Block 1, Original Town site of San Juan. The boundary survey will include describing lot lines including partial reconstruction of the original town site in this area.

SECTION XVIII
EFFECTIVE DATE

The effective date of this contract shall be **September 23, 2008**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Raul Palma, P.E. (Engineer)

Firm Name: **Millennium Engineer's Group**

Address: **PO Box 4569**
City/ST/ZIP: **Edinburg, TX 78540**

FED ID #/SS #: **74-2996684**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

AI-11197 **10.D.**

Rescue equip purchase - City of Palmview
CC REGULAR

Date: 09/23/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Urban County Program on behalf of City of Palmview presents for consideration, discussion, acceptance and approval of payment of Pre-Award Agreement for purchase of a pumper/rescue unit with rescue equipment through Hidalgo County's membership and participation with TASB (BuyBoard) awarded vendor Siddons Fire Apparatus in the amount of $300,000.00.

BACKGROUND

Siddons Fire Apparatus is a vendor through BuyBoard Contract # 245-06. HUD authorized Pre-Award Agreement for payment of pumper/rescue unit. The first payment, in the amount of $150,000.00, utilized Precinct No. 3 (Palmview) UCP Year 20 (2007) Fire Station/Equipment recaptured funds. The second payment will utilize Urban County Program Year 21 (2008) funds. Hidalgo County Commissioners' Court approved the Pre-Award Agreement on December 5, 2007.

Vendor: Siddons Fire Apparatus
Funds Available: $300,000.00 Year 21 (2008) Fire Station/Equipment

Fiscal Impact

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

BUDGETARY IMPACT:

Vendor: Siddons Fire Apparatus
Funds Available: $300,000.00 Year 21 (2008) Fire Station/Equipment

Attachments

Link: Fire app purchase
Link: City Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 09:49 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/18/2008 11:11 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:04 PM	APRV

4	Purchasing Department	Marty Salazar	09/18/2008 05:24 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Estella Webber

Started On: 09/16/2008 05:27 PM

Final Approval Date: 09/19/2008

INVOICE

P.O. Box 2461 Houston TX 77252
Office 866 334-0737 Fax 281 219-2560
Federal ID 76-0572301 TX MVD P48884

Customer	Purchase Order	Invoice Date	Invoice Number
Hidalgo UCP / Palmview FD 400 W VETERANS BLVD Mission TX 78572-8327	7547 12/05/2007	08/07/2008	08-1277

Contact	Phone	Fax	Email
Jerry Alaniz	956 580-3302	956 581-7494	

Purchase Type	Sales Rep	Product Group	Bid Type	Bid Bond
Cash Purchase	Jim Farrell	Custom Pumper	BuyBoard Coop	Bid Bond not required.

FOB	Ship From
MISSION, TX	Siddons Service Center, 12717 Beltex Dr, Manor TX 78653

Description	Sale Price
2008 Pierce® 4D Impel® Pumper, Med, Alum Waterous 1500gpm, Side-Control, 1000 gal Poly, Husky 12 S/N 20726 VIN 4P1CI01A38A008854	$368,710.00
OEM Loose Equipment	$95,790.00
Performance Bond not required	$0.00
Prepayment Discount	-$4,500.00
Tax	Exempt
Payments	$150,000.00
Balance Due Upon Receipt	$310,000.00

Preferred Payment Method - Wired Payment
Beneficiary Bank ABA 111900245 - First National Bank of Central Texas, Waco TX
For Final Credit to Account 1719006924 - Siddons Fire Apparatus Inc, Manor TX

Alternate Payment Method - Overnight Payment
Siddons Fire Apparatus Inc (281) 219-1920
1443-A Aldine Bender Rd Houston TX 77032

CITY OF PALMVIEW

"MOVING IN THE RIGHT DIRECTION"

MAYOR
JORGE G. GARCIA

ALDERMEN
GERARDO PEREZ
NOE RUBEN MUÑOZ
FERNANDO ESQUIVEL
ANTONIO URESTI

ALDERWOMAN
GRACIELA S. FLORES

CITY ADMINISTRATOR
JOHNN V. ALANIZ

CITY SECRETARY
AIDA RIVAS

Urban County Program

Monica Luna,

Siddons Fire Apparatus has invoiced us for the final payment of the rescue/pumper unit

In the amount of $310,000.00 . We are requesting that you please process payment and use the City of Palmview UCP Year 21 fire station allocated funds of $300,000.00 . The remaining balance of $10,000.00 will be paid when surplus funds become available from UCP Year 20 (2007) street improvement line item. Please place payment for $300,000.00 in the next Commissioners Court agenda for September 23, 2008.

Note: Fire Truck is scheduled for delivery Friday September 26,th

Christopher R. Barrera

City of Palmview

956-581-7416

SEP 17

400 W. Veterans Blvd. - Palmview, Texas 78572 - (956) 581-7411 - Fax (956) 581-7494

AI-11281 **10.E.**

cancellation - Delta Youth Center
CC REGULAR

Date: 09/23/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval to cancel the Subrecipient Agreement with the Delta Youth Center (Youth Services) in the amount of $40,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

The Urban County Program is requesting the cancellation of the Subrecipient Agreement with the Delta Youth Center due to the closing of its three locations in the Delta area. On September 2, 2008, its former Executive Director verbally notified UCP of such and retrieving a written notification from organization has been unsuccessful. The Delta Youth Center receives funding from Hidalgo County Precinct #1 and the City of Edcouch.

Fiscal Impact

Attachments

Link: Agreement cancellation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 10:31 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/18/2008 02:58 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Estella Webber			Started On: 09/18/2008 10:23 AM	
Final Approval Date: 09/19/2008				

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

TO: **Antonio Barco, Compliance Division Manager**

FROM: **Linda Sandoval, Program Coordinator** L Sandoval

DATE: **September 17, 2008**

RE: **Delta Youth Center**

Ester Lopez, Executive Director of the Delta Youth Center, notified me via telephone on September 2, 2008 of the closure of the Delta Youth Center units. She stated that the centers hand not been open all summer and since she had been laid-off along with other staff, it would not be re-opening its doors. Ester was asked to submit correspondence formally notifying UCP of such. To date that has not been received.

Please advise.

A. Barco

Antonio Barco, Compliance Division Manager

Sept. 17, 2008

Date

Please proceed to terminate contract. Prepare Agenda Item for C.C. to cancel contract.

AI-11284 **10.F.**

Water/Sewer Repairs - City of Elsa
CC REGULAR

Date: 09/23/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with J.E. Saenz & Associates in the amount of $ 26,536.00 utilizing Year 16 & 18 (2003 & 2005) funds for a Water/Sewer Improvement Project for the City of Elsa.

BACKGROUND

The City of Elsa requested an Emergency Declaration 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. Hidalgo County Commissioner's Court approved the Emergency Declaration on September 16, 2008, thereafter the authorization of negotiating a contract for the highest evaluated engineer firm was approved. J.E. Saenz & Associates, was the highest rated firm by Commissioner's Court. Contract approval in the amount of $26,536.00 will allow for the completion of all items related to the completion of project so that the Sewer Plant can become operational to meet TCEQ requirements. (See attached scope of services.)

Contract Amount: $ 26,536.00
Funds Available: $ 338,823.61 (2003 & 2005 FY 16 & 18)

Fiscal Impact

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

BUDGETARY IMPACT:

Contract Amount: $ 26,536.00
Funds Available: $ 338,823.61 (2003 & 2005 FY 16 & 18)

Attachments

Link: Water/Sewer imp.
Link: Professional Services Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	09/18/2008 01:26 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/19/2008 01:58 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Estella Webber Started On: 09/18/2008 11:18 AM

Final Approval Date: 09/19/2008

EXHIBIT "A"
URBAN COUNTY PROGRAM

"Emergency Declaration"
City of Elsa
Immediate Replacement of the Pumps
For
Main Lift Station at the Wastewater Treatment Plant

SCOPE OF SERVICES

- Conduct a topographic survey of the project area.
- Design pumps (to replace existing submersible pumps) with enough capacity to restore the uninterrupted flow of influent to the plant.
- Design the control panel and necessary wiring/cable for uninterrupted operation of the pumps.
- Design additional pipes, fittings and valves to connect the new pumps with existing system.
- Provide layout plans for the replacement pumps, control panel, pipes, valves, fittings and cables.
- Provide monthly site visits to monitor progress.
- Review pay requests and make recommendation for action.
- Administer the project closeout on behalf of the City/Urban County, including testing observation, documentation, etc.
- Generate As-Built plans for the City upon project completion.
- Geotechnical services will be conducted through JE Saenz & Associates, Inc. (As needed)
- Structural services will be conducted through JE Saenz & Associates, Inc. (As needed)
- Surveying services will be conducted through JE Saenz & Associates, Inc. (As needed)

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

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

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

September 17, 2008

Diana R. Serna
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Engineering Proposal
(City of Elsa - Wastewater Treatment Plant Main Lift Station Improvements)

Dear Mr. Serna,

It is our pleasure to submit to Urban County Program, this proposal for Professional Engineering services in relation to the Emergency Declaration for the City of Elsa's immediate replacement of the pumps at the main lift stations and all other necessary accessories to restore the uninterrupted flow of influent to the main lift station. We have attached our proposed scope of services **Exhibit A** and a Statement of Probable Cost. Our basic fee for engineering services for this "Emergency Declaration" phase for the City of Elsa is $26,536.00, this is our best and final offer. We are prepared to move forward and expedite design of the above mentioned works as soon as Urban County Program authorizes us.

Engineering services to include Geotechnical Engineering Services, Structural Engineering Services & Surveying for a total Engineering Cost of $26,536.00,

We are available to answer any questions that you may have regarding either the estimate of probable cost, or the proposed scope of services. Please contact us if you have any questions regarding this matter.

Respectfully Submitted,

Jabed Riyad Khan /for
Jose E. "Eddie" Saenz, P.E.
Principal

JK/jk

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

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5002/03-25-0310-5000-2500

Professional Services Agreement

This Agreement, entered into this _____ day of _____ by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Elsa,** (hereinafter called the "Party") and **J.E. Saenz** duly authorized Engineer, herein acting by **J.E. Saenz & Associates** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water and Sewer Improvement Project** Account(s) **5002/03-25-0310-5000-2500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Elsa** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$26,536.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be _____. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2008.

_____

Engineer Signature

Firm Name: **J.E. Saenz & Associates**

Address: **5211 East Wisconsin Road**

City/ST/ZIP: **Edinburg, Texas 78539**

FED ID #ISS #: **74-2741752**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

City of Elsa

_____ _____
City Secretary (SEAL) **Mayor**

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

AI-11274 **11.A.**

Election Services Agreement - Lyford ISD
CC REGULAR

Date: 09/23/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Yvonne Ramon
Department: BUDGET & MANAGEMENT
Agenda Area: Elections Administration

Information

CAPTION

1. Approval of Election Services Agreement (elections contract) between County of Hidalgo and Lyford I.S.D. for their November 04, 2008 General Election of the School Board.
2. Approval of Election Services Agreement (elections contract) between County of Hidalgo and City of Progreso for their November 04, 2008 Election

BACKGROUND

Fiscal Impact

Attachments

Link: Agreement
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 09:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/18/2008 10:21 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:31 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:18 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Monica Badillo
Started On: 09/18/2008 09:09 AM

Final Approval Date: 09/19/2008

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

THIS AGREEMENT (the "Agreement") is entered into by and between the Lyford Consolidated Independent School District (Lyford C.I.S.D.), Texas, acting by and through it's School Board President, Lyford C.I.S.D.(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 8 day of September, 2008.

LYFORD C.I.S.D, TEXAS

By: _____
LYFORD C.I.S.D. Board President

ATTEST:

_____
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 ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramon, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the City of Progreso, Texas , hereinafter referred to as "THE ENTITY,"

City of Progreso, Texas pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, City of Progreso, Texas, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 4, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

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

WHEREAS City of Progreso, Texas 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 election services described in Article II to be provided to City of Progreso, Texas for its election to be held on November 4, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide City of Progreso, Texas the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for City of Progreso, Texas ;

(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 City of Progreso, Texas;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

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 City of Progreso, Texas, 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 City of Progreso, Texas 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 election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, City of Progreso, Texas agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial 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 City of Progreso, Texas 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:

Yvonne Ramon
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 City of Progreso, Texas and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE 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 4th day of September, 2008

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMON

City of Progreso, Texas
NAME OF LEASING ENTITY

BY: Alfredo Espinosa

PRINT: Alfredo Espinosa

TITLE: City administrator

APPROVAL COUNTY OF HIDALGO:

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

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF PROGRESO

The following reflect the minutes of the Regular Meeting of the Board of Aldermen held September 4, 2008 at 12:00 P.M.

Mayor Omar Vela called the meeting to order and established a quorum at 12:00 P.M.

1. **Call meeting to order and establish a quorum**	**Present**	**Absent**
Mayor Omar Vela	X	
Mayor Pro-Tem Orlando Vela	X	
Alderman Ruben Abundiz	X	
Alderman Eric Chaidez		X
Alderman Charlie Vasque	X	
Alderman Paz Urbina		X

Other Present:
City Administrator Alfredo Espinosa
City Secretary Frank Alanis
Others Absent:
City Attorney Kevin Ohanlan

2. **Certification of Agenda:**
City Administrator Alfredo Espinosa Certified that the agenda was posted Septmber 1, 2008 at 12:00 p.m.

3. **Discussion and action on giving the authority City Administrator Alfredo Espinosa to appoint city Election workers for Novermber 2008**
Mayor Pro-Tem Orlando Vela made the motion to approve Ruben Abundiz second motion All voted in favor motion pass

4. **Items from the Council;**
None

5. **Items from the Staff;**
None

6. **Items from the Citizens;**

None

7. **Adjournment:**

There being no further discussion, Mayor Omar Vela adjourned the Regular meeting at 12:15 p.m.

Passed and approved this the 4th ***day of*** September, ***20*** 08

Attest:

City Secretary - Frank Alanis

Mayor- Omar Vela

AI-11299 **11.B.**

Election Services Agreement - Sullivan City
CC REGULAR

Date: 09/23/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Elections Administration

Information

CAPTION

Approval of Election Services Agreement (elections contract) between Hidalgo County and Sullivan City for their November 04, 2008 Elections.

BACKGROUND

Fiscal Impact

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/19/2008 02:38 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/19/2008 02:46 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Monica Badillo			Started On: 09/19/2008 02:24 PM	
Final Approval Date: 09/19/2008				

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
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 City of Sullivan City, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

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 November 4, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

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

WHEREAS, THE 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 election services described in Article II to be provided to THE ENTITY for its election to be held on November 4, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

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

(A) Procure, program, prepare, and distribute adequate election equipment

and transport equipment to and from the polling locations, including early voting substations, for THE 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 THE ENTITY;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

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 THE 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 THE ENTITY 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 election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial 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 THE 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, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE 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 17th day of September 2008

ELECTIONS ADMINISTRATOR

BY: _____

CITY OF SULLIVAN CITY
NAME OF LEASING ENTITY

BY: _____
PRINT: ROLANDO GONZALEZ
TITLE: CITY MANAGER

APPROVAL COUNTY OF HIDALGO:

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

ATTEST
BY: _____
PRINT: CLAUDIA JIMENEZ
TITLE: CITY SECRETARY

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-11219 **12.A.**

Extend Lease Agreements
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise the Option to Extend for an Additional One (1) Year Term the Lease Agreements for Facilities and/or Land with the Following Private Entities:
1. Texas Regional Properties
2. Knights of Columbus Club of Weslaco
3. Horacio Aguirre

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Extend Lease Agreements

Link: Lease Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:43 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 11:27 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:33 PM	NEW-R

Form Started By: Linda Galaviz — Started On: 09/17/2008 01:06 PM

Final Approval Date: 09/19/2008

Hidalgo County Head Start Program
Policy Council Agenda

DATE: September 17, 2008

SUBJECT: Discussion/Approval For Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Facilities and/or Land with the following private entities: Texas Regional Properties, Columbus Club of Weslaco, and Horacio Aguirre

RATIONALE/NEED: The existing lease agreements must be extended in order to secure the facilities to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As specified on Lease Agreement

RELATED INFORMATION INCLUDED: Memo/Lease Extension

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. T.

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: September 5, 2008

SUBJ: Annual Extension for Lease Agreements

The Program must extend the lease agreements of eleven (11) Head Start facilities with the Texas Regional Properties, Columbus Club of Weslaco and Horacio Aguirre. A list of each location is attached.

As per section 2.01 of the lease agreement term's and rent, allows for extensions under the same terms and conditions for landlords in Texas Regional Properties and Horacio Aguirre. The lease agreement with, Columbus Club of Weslaco, stipulates an additional 5% increase.

Should you have any questions please let me know. Thank you.

Hidalgo County Head Start Program

Private Lease Agreement

	Entity	Center
1	Texas Regional Properties	Donna IV Head Start
2	Texas Regional Properties	Las Milpas II Head Start
3	Texas Regional Properties	Edinburg III Head Start
4	Texas Regional Properties	McAllen IV Head Start
5	Texas Regional Properties	McAllen VI Head Start
6	Texas Regional Properties	Mercedes II Head Start
7	Texas Regional Properties	Mission III Head Start
8	Texas Regional Properties	Mission IV Head Start
10	Columbus Club Of Weslaco	Weslaco II Head Start
11	Horacio Aguirre	Weslaco III

Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated _____ between Hidalgo County and _____ for the property located at _____ (the "Original Lease Agreement").

If _____ agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to _____for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement extension shall be _____ through _____ The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: _____
_____
_____

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: _____
Date approved by Policy Commissioner's: _____

Head Start Program

_____
Teresa Flores, Executive Director

Hidalgo County

_____
J.D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

_____
Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain

AI-11215 **12.B.**

2009 Continuation Application
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval to Submit the 2009 Continuation Application to the Department of Health and Human Services Administration for Children and Families (ACF)

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: 2009 Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:43 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 08:37 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:34 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:08 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Linda Galaviz — Started On: 09/17/2008 12:25 PM

Final Approval Date: 09/19/2008

Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 17, 2008

SUBJECT: Discussion/Approval to Submit Application for Continuation Funding for Fiscal Year 2009 to the Department of Health and Human Services Administration for Children and Families (ACF)

RATIONALE/NEED: Every year we must submit an application for funding continuation as per Head Start Regulations.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Budget Summary and Comparison

****

INITIATED BY: Elma Keller, Finance Director E Keller

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM

"Children first..."

Date: September 9, 2008

To: Hidalgo County Parent Policy Council-Budget Committee

Through: Teresa Flores, Executive Director

From : Edmundo Garcia, Assistant Program Director

Subject: 2009 Budgets

The Hidalgo County Head Start Program Budget for the 2009 fiscal year is attached for your review, consideration and approval.

Our 2009 **Head Start** Budget totaling **$23,226,407.00** equals our 2008 funding allocation from the Department of Health and Human Services. No permanent increases such as COLA (Cost of Living Adjustment) have been programmed for 2009.

The 2009 Budget for the **Child Nutrition** Program from the Texas Department of Agriculture is **$2,550,952.42.** This Budget reflects **$109,021.73** more than the 2008 budget due to a slight increase in the reimbursement rate.

The final budget reflects the input and collaboration from all Head Start department heads

The 2009 Hidalgo County Head Start Budget provides for:

- Adequate funding level to maintain a fully staffed program and comply with all Federal, State and local regulations.
- Funds to continue our staff development efforts to comply with federal mandates in which **50% of Head Start teachers must have a Bachelor of Arts Degree** or advanced degree in early childhood education or a related degree with experience teaching pre-school age children **by September 30, 2013.**
- **All Head Start teacher assistants to have** or be enrolled in a program leading to an associate or Baccalaureate Degree or be enrolled in a CDA (Child Development Associate) credential program that will be completed **by September 30, 2013.**
- Reallocating Support Service Facilitator positions to be filled by Support Service Assistants.
- Reduction of 2 personnel Courier positions, no longer essential to the operation.
- Meals for children to meet the daily nutritional requirements necessary to sustain appropriate child development.
- More funding for custodians' salaries from the Child Nutrition allocation (an increase from 14% to 20%).

Hidalgo County Head Start Program
Budget Analysis

Description	2008	2009	Difference	Comments/Notes
Salaries/Fringes				
Salaries	15,099,275.04	15,054,132.80	(45,142.24)	Support Service Facilitators became Center Managers; Facilitators vacancies filled by Support Service Assistants; and two courier positions no longer needed.
Fringes/Pension Adm Costs	5,564,297.06	5,542,259.58	(22,037.48)	Costs for benefits were reduced due to positions no longer replaced.
Total Salaries/Fringes	**20,663,572.10**	**20,596,392.38**	(67,179.72)	
Out of TownTravel	**10,000.00**	**10,000.00**	0.00	
Equipment	**0.00**	**12,000.00**	12,000.00	Need to replace old file server/the new server will become the primary unit.
Supplies				
Office	67,500.00	102,587.60	35,087.60	Costs for fingerprinting is now being assessed effective as of September 2008.
Postage	6,500.00	6,500.00	0.00	
Classroom/Consum	176,000.00	176,000.00	0.00	
Classroom/Non Con	148,532.60	148,532.60	0.00	
Maintenance	215,000.00	215,000.00	0.00	
Janitorial	100,000.00	100,000.00	0.00	
Medical	20,500.00	20,500.00	0.00	
Playground	900.00	900.00	0.00	
Operational	91,070.00	91,070.00	0.00	
Total Supplies	**826,002.60**	**861,090.20**	**35,087.60**	
Other				
Center Space	153,000.00	155,000.00	2,000.00	Center space rental increased for Weslaco II & Weslaco III Head Start Centers.
Telephone	156,600.00	158,400.00	1,800.00	Internet connections on additional sites.
Utilities	339,600.00	357,892.12	18,292.12	Rates with the utility providers have increased.
Local Travel	71,999.30	77,999.30	6,000.00	Federal reimbursement rates increased to $.585.
Renovations	0.00	0.00	0.00	
Audit	35,000.00	35,000.00	0.00	
Dental Serv	20,000.00	20,000.00	0.00	
Disability Serv	15,000.00	13,000.00	(2,000.00)	More children qualify for medicaid services.
Mental Health	33,000.00	33,000.00	0.00	
Medical Serv	15,000.00	10,000.00	(5,000.00)	More children qualify for medicaid services.
Printing- Admin	7,700.00	9,700.00	2,000.00	Printing costs have increased.
Printing Center	27,000.00	28,000.00	1,000.00	Printing costs have increased.
Subscriptions	300.00	300.00	0.00	
Insurance	161,500.00	161,500.00	0.00	
Vehicle Maintenance	95,000.00	95,000.00	0.00	
Fuel	122,000.00	139,000.00	17,000.00	Fuel costs have risen.
Equip. Repair-Admin	11,000.00	5,000.00	(6,000.00)	New equipment requires less repairs.
Equip. Repair-Center	37,000.00	37,000.00	0.00	
Equip. Rental	6,900.00	6,900.00	0.00	
Parent Involvement	30,000.00	30,000.00	0.00	
Babysitting Reimb	2,880.00	2,880.00	0.00	
CDA/ T.T.A.	247,353.00	247,353.00	0.00	
Legal Fees	57,500.00	57,500.00	0.00	
Advertising	1,500.00	1,500.00	0.00	
AA Program	80,000.00	65,000.00	(15,000.00)	More employees qualify for Pell Grants.
Total Other Expend.	**1,726,832.30**	**1,746,924.42**	**20,092.12**	
Total Oper. Budget	**$2,562,834.90**	**$2,630,014.62**	**67,179.72**	
Total Budget	**23,226,407.00**	**23,226,407.00**	**0.00**	

9/3/2008

Hidalgo County HeadStart Program
Positions Budgeted for 2009

Administation		Finance		Management Information Systems		Personnel		Procurement		Public Relations	
Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:
Assist. Program Director (s)	2	Director	1	Clerk	1	Officer	1	Director	1	Assistant	1
Receptionist/Clerk (s)	1	Assistant	1	Officer	1	Benefits Clerk	1	Assistant	1		
Executive Secretary (s)	2	Bookkeeper (s)	2	Technician	1	Secretary (s)	3	Clerk (s)	2		
Administrative Assistant	1	Assist. Bookkeeper (s)	2	Software Support Tech.	1				4		
Executive Director	1	Clerk	1		4		5				
	7		7								

Risk Management		Education		Staff Development		Health		Disability		Mental Health	
Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:
Benefits Specialist	1	Teacher (s)	194	Director	1	Coordinator/LVN (s)	2	Secretary	1	Clerk	1
Safety Officer	-	Assist. Teacher (s)	194	Secretary	0	Registered Nurse	1	Coordinator	1	Director	1
	1	Secretary	1	Coordinator	1	Director	1	Director	1		2
		Specialist/Ops	1		2	Secretary	1	Service Aide	18		
		Coordinator	1				5		21		
		Area Director (s)	4								
		Center Manager (s)	37								
		Clerk (s)	7								
		SS Assistant (s)	48								
		SS Facilitator (s)	24								
			511								

Field Operations		Family Services		Transition Literacy	
Positions:	No:	Positions:	No:	Positions:	No:
Bus Aide (Classroom)	18	Coordinator	3	Director	1
Bus Aide (Substitute)	11	Secretary	1	Secretary	1
Bus Driver (s) (Maintenance)	29	Director	1		2
Custodian (s)	59		5		
Coordinator	1				
Director	1				
Clerk (s)	2				
Secretary	1				
Craftsmen	2				
Crew Leader (s)	2				
Maintenance (Personnel)	11				
Courier (s)	5				
	142				

Total Budgeted Positions	719
Substitute Teachers	57
	776

Hidalgo County Head Start Program

Actual Budgeted Positions

Department	2004	2005	2006	2007	2008	2009	2010
Administration	8	8	8	8	7	7	
Finance	8	8	7	7	7	7	
MIS	8	7	5	5	5	4	
Personnel	5	5	5	5	5	5	
Procurement	4	4	4	4	4	4	
Public Relations	1	1	1	1	1	1	
Risk Management	2	2	1	1	1	1	
Education	527	582	572	566	568	568	
Staff Development	3	3	3	3	2	2	
Health	25	5	5	5	5	5	
Disability	36	26	24	21	21	21	
Mental Health	5	3	2	2	2	2	
Field Operations	158	156	150	147	144	142	
Family Services	30	5	5	4	4	5	
Transition Literacy	14	2	2	2	2	2	
Total # of Positions	**834**	**817**	**794**	**781**	**778**	**776**	

Texas Department of Agriculture (TDA)

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Head Cook	3	3	3	2	2	2	
Assistant Cook	5	5	4	4	4	2	
Driver	10	10	10	8	7	7	
Kitchen Helper	21	21	19	15	13	13	
Food Coordinator	6	2	2	2	2	2	
Clerk	2	2	1	1	1	1	
Secretary	0	0	1	1	1	1	
Director	1	1	1	1	1	1	
Total # of Positions	**48**	**44**	**41**	**34**	**31**	**29**	

Texas Department of Agriculture (TDA)

Budget Analysis

Description	2007-2008	2008-2009	Difference	Comments/Notes
Salaries/Fringes				
Salaries (plus COLA)	699,217.38	746,220.80	47,003.42	TDA budget is paying 20 % of the custodians salaries for one year.
Fringes/Pension Adm Costs	336,451.91	350,433.50	13,981.59	TDA budget is paying 20 % of the custodians benefits for one year.
* **Total Salaries/Fringes**	**1,035,669.29**	**1,096,654.30**	**60,985.01**	
Food	1,160,535.60	1,200,197.32	39,661.72	Rising meal costs.
Supplies and Equipment				
Equipment	-	-	-	
Non-Food Supplies	155,000.00	155,000.00	-	
Office Supplies	6,000.00	6,000.00	-	
Purchased Services			-	
Equipment Maintenance	30,000.00	30,000.00	-	
Vehicle Maintenance	13,000.00	13,000.00	-	
Vehicle Fuel	22,000.00	28,000.00	6,000.00	Rising fuel costs.
Telephone	7,000.00	7,000.00	-	
Media Costs	1,000.00	1,000.00	-	
Organization Costs			-	
Local Travel	8,425.80	8,425.80	-	
T & TA	3,300.00	5,675.00	2,375.00	Estimated increase on travel costs.
* **Total Operating Expenses**	**1,406,261.40**	**1,454,298.12**	**48,036.72**	
Total Budget	**2,441,930.69**	**2,550,952.42**	**109,021.73**	

Reimbursement Formula:

172 Service Days x 3,570 Children x 85% ADA x $4.8875 Reimbursement Rate = $2,550,952.43

Reimbursement Rate is Calculated as follows:

Breakfast	1.40
Lunch	2.57
Snack	0.71
Cash-in-Lieu of Commodities:	0.2075
Reimbursement Rate	**4.8875**

AI-11235 **12.C.**

Easement - Headstart Kitchen
CC REGULAR

Date: 09/23/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Head Start

Information

CAPTION

Approval of a Right of Way Easement granted to AEP Texas Central Company, A Texas Corporation for the Hidalgo County Headstart Kitchen.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No budgetary impact

Attachments

Link: Easement AEP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 07:37 AM	APRV
2	Dale Kennan	Dale Kennan	09/18/2008 08:30 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:35 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:17 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Sandra Garcia Started On: 09/17/2008 02:54 PM

Final Approval Date: 09/19/2008

Town: MISSION Description: **Install OH/UG Facilities to serve 1208 Paula St.**
County: Hidalgo W.R. # **25368794**
Submitted by: A. Rios
Date: September 17, 2008

CP 460-OH/UG
REV. 10/06

EASEMENT AND RIGHT OF WAY

COUNTY OF HIDALGO ("Grantor"), whether one or more, for and in consideration of Ten & No/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by AEP Texas Central Company, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, insulators, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Hidalgo County, Texas, to wit:

SEE EXHIBIT "A & B", ATTACHED AND MADE A PART HEREOF AND INCORPORATED HEREIN.

Together with the right of ingress and egress over, under, across and upon said land and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from said land all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, which may, in the sole judgment of Grantee, endanger or interfere with the safe and efficient operation and maintenance of said lines, cables, conduits or appurtenances.

Grantor reserves the right to use the land subject to said easement and right of way in any way that will not interfere with Grantee's exercise of the rights hereby granted. Notwithstanding the foregoing, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or over the underground service connection whose approximate location is shown on the Exhibit A attached hereto and made a part hereof for all applicable purposes, without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds himself, his heirs, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of _____, _____.

For: Hidalgo County Headstart Kitchen

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

ACKNOWLEDGMENT FOR ATTORNEY IN FACT, PUBLIC OFFICER, TRUSTEE, EXECUTOR, ADMINISTRATOR, GUARDIAN, OR OTHER REPRESENTATIVE

STATE OF Texas
COUNTY OF Hidalgo

This instrument was acknowledged before me on this _____ day of _____, _____,

by J. D. Salinas III
(Name of Representative)

as County Judge
(Title of Representative)

of County of Hidalgo
(Name Of Entity or Person Represented)

_____ _____
Notary Public, State of TX (Printed Name)

Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

AEP:

AEP Texas Central Company
% Right-Of-Way Agent
355 W. Hwy. 77
San Benito, Texas 78586

EXHIBIT "A"

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

DESCRIPTION OF 0.0285 OF ONE ACRE OF LAND
OUT OF LOT 20, BLOCK 3, MISSION GROVES ESTATES
HIDALGO COUNTY, TEXAS

Being 0.0285 of one acre of land situated in Hidalgo County, Texas, and being out of Lot 20, Block 3, Mission Groves Estates Subdivision as per map recorded in Volume 5, Page 21 of the Hidalgo County Map Records, and said 0.0285 of one acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a ½-inch iron rod with a plastic cap stamped "R&A" set on the apparent north right of way line of Paula Drive for the southwest corner of said Tract herein described, said ½-inch iron rod bears South 81°10' East, 399.80 feet and North 08°50' East, 50.00 feet from a cotton picker spindle found for the southwest corner of said Lot 20;

THENCE, North 08°50' East, 114.26 feet, with a line that is parallel to the west line of said Lot 20 to a ½-inch iron rod with a plastic cap stamped "R&A" set for the northwest corner of said tract herein described;

THENCE, South 81°10' East, 20.00 feet to a point for the northeast corner of said tract herein described;

THENCE, South 08°50' West, 10.00 feet to a point for corner;

THENCE, North 81°10' West, 10.00 feet to a point for an inner corner of said tract herein described;

THENCE, South 08°50' West, 104.26 feet to a ½-inch iron rod with a plastic cap stamped "R&A" set for the southeast corner of said tract herein described;

THENCE, North 81°10' West, 10.00 feet, with the apparent north right of way line of said Paula Drive to the POINT OF BEGINNING and containing 0.0285 of one acre of land more or less.

Surveyed: August 21, 2008
Basis of bearings: south line of Lot 20

STATE OF TEXAS
REGISTERED
REYNALDO ROBLES
4032
PROFESSIONAL
LAND SURVEYOR

Reynaldo Robles, R.P.L.S. #4032

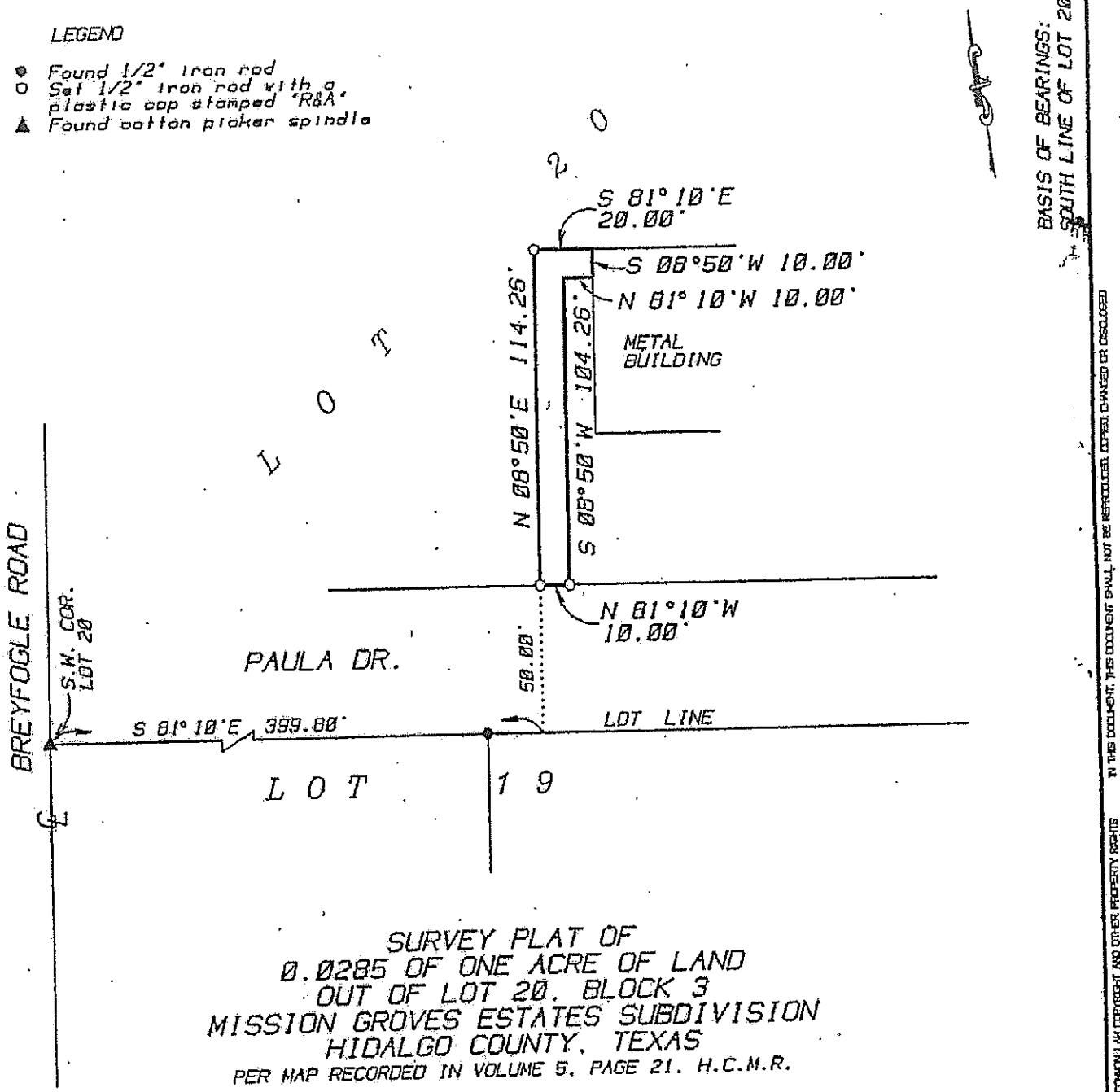
16791
8-21-08

EXHIBIT "B"

16791

LEGEND

- ● Found 1/2" iron rod
- o Set 1/2" iron rod with a plastic cap stamped "R&A"
- ▲ Found cotton picker spindle



SURVEY PLAT OF
0.0285 OF ONE ACRE OF LAND
OUT OF LOT 20, BLOCK 3
MISSION GROVES ESTATES SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOLUME 5, PAGE 21, H.C.M.R.

I REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED REYNALDO ROBLES 4032 PROFESSIONAL LAND SURVEYOR

REYNALDO ROBLES, R.P.L.S. #4832

JOB NO. DRAWN BY: R.R. SURVEY DATE: 08-21-08

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEng1@aol.com

THIS SURVEY WAS PREPARED WITH THE USE OF A TITLE REPORT PREPARED BY BUYER'S TITLE COMPANY. THE SURVEYOR OF RECORD RESEARCHED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.

HINOJOSA ENGINEERING, INC. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, CHANGED OR DISCLOSED IN ANY FORM BY ANY MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HE, INC.

AI-11225 **12.D.**

Training and Technical Assistance Plan
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Training and Technical Assistance (T/TA) Plan

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Training and Technical Assistance Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 02:17 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 08:32 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:36 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:16 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Linda Galaviz — Started On: 09/17/2008 01:55 PM

Final Approval Date: 09/19/2008

Training and Technical Assistance

Pre-Service Training and Staff Development
Needs Assessment and Schedule of Sessions

Every year the Hidalgo County Head Start Program prepares and delivers training and staff development for all its staff. The topics are derived from the following sources:

- Needs assessment surveys completed by staff
- Review of information from the Self-Assessment
- Review of the staff appraisals, disciplinary notices or improvement plans
- The Offices of Head Start Monitoring Protocol
- Assessment of delivery of services for each department
- Feedback from monitoring of center and classroom activities
- Review of data submitted for each department
- Performance of children on the **Learning Accomplishment Learning Profile Diagnostic (LAP-D)**
- Performance of children on the **Devereux Early Childhood Assessment(DECA)**
- Feedback from Executive Team Members
- New Head Start requirements
- Changes in child care requirements
- Implementation of new policies
- Implementation of new curricula or new assessments
- Implementation of Program Plans
- Mandated Issues

Grantee Board and Policy Council Training

Once all the members of the new Policy Council have been elected and appointed, they will participate in a governance training conference specifically planned for them and the members of the Grantee Board. The conference sessions are conducted for three days and include the following areas:

- Head Start Program Overview
  - Statistics
  - Philosophy
  - Management Systems
  - Administrative Structure

- Head Start Performance Standards
- Shared Governance Orientation
- Policy Council By-Laws
- The Budget Process
- Financial Responsibilities

Other training is provided during the year to assist them in their roles on the Policy Council or the Grantee Board. Many one-on-one meetings are for the purpose of individualizing the training to the needs of the governing board members and to support them as they perform tasks which are new or different.

Mandate for Teacher Degrees/Childhood Development Associate Credential (CDA)

There are a total of 192 teachers in our Program. Currently 146 or 76% have acquired an associate's degree (63%) or a bachelor's degree(14%) in early childhood education and the remaining have met the requirements for a Child Development Associate (CDA) credential.

For several years we have implemented a process whereby we are "growing our own" teachers. The Policy Council and the Grantee Board have been very supportive of this endeavor and it has been our most important source of new teachers for us. The process allows for our Program to pay for tuition and fees for any staff member who is pursuing an Associate's or a Bachelor's degree in early childhood education and who does not qualify for financial aid. A total of 4 hours of release time per week after 3:30 p.m. is provided to each employee going to college. More than 100 employees are attending school each semester. This year alone 40 employees completed either an associate's or a bachelor's degree. In addition, we have conducted and will continue to conduct CDA classes for the assistant teachers and 130 or 63% now meet this requirement.

We believe that this process will fully prepare our Program to make satisfactory progress every year toward meeting the 2013 deadline for 50% of our teachers to have a Bachelor's degree and for all assistant teachers to have a CDA. There is no doubt that the requirement can be accomplished, the concern is the Program's funding to compete with other educational institutions, namely school districts, to keep fully credentialed staff with a bachelor's degree in early childhood education.

All four Education Area Directors have a master's degree in education.

A characteristic of our Program is that our population is almost 100% Hispanic and our staff make up reflects this same characteristic. Many of our children come to Head Start speaking little or no English, thus there is a need for our staff to be fluent in Spanish. We are proud to report that all of our classroom and Center staff is bilingual.

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Policy Council Approved:
Grantee Board Approved:

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify symptoms of alcohol and substance abuse.	Participants will receive the required training and orientation in the area of prevention of alcohol and substance abuse, particularly in children and juveniles.	Guadalupe Trevino, Sheriff County of Hidalgo	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the warnings signs of child abuse, neglect and domestic violence and how to insure that everyone understands “If you suspect, you report”.	Participants will be provided with the necessary training as required by the Texas Family Code 745.8551 and the Head Start Performance Standards.	Daniel Rodriguez, Outreach Advocate Mujeres Unidas/ Women Together	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review and acknowledge receipt of copies of selected policies.	The following policies will be reviewed with Head Start employees: (1-10) 1. T.B Questionnaire 2. Discipline and Guidance Policy	Bertha Castillo, Personnel Officer Janie Vernon, Administrative Assistant	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
	3. Reporting Child Abuse and Neglect Policy 4. Confidentiality Policy 5. Confidentiality Policy Notice form 6. Civil Rights Act 7. Standards of Conduct Policy form 8. Dress Code Policy 9. Employee Vital Information 10. County of Hidalgo Drug and Alcohol Policy These policies require employees to acknowledge receipt of the policies and will be kept in their personnel file.					

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review, locate and access Civil Service Commission Rules.	The Presenter will guide participants through the organization of the manual. Particular sections will be discussed in detail.	Adrian Guerra, Special Projects Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
The participant will be able to: - Identify ways to prevent injury and/or illness - Recognize when an emergency has occurred - Follow three emergency action steps in any emergency	The Participants will receive training and become certified in first aid including rescue breathing and chocking techniques.	Rene Parrao, Safety Specialist Nilda Contreras, Ruth Aguilera, Luz Guzmán, Jessica Quintanilla, Victoria Ramirez, Head Start Certified Trainers			Sept. 5,8,11 & 12, 2008	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be provided with information and resources that will enable them to be part of the decision making process.	The Leadership Training is provided to prepare elected parents for their roles at the center committees and the Policy Council if elected.	Teresa Flores, Executive Program Director Irma Pena, Family Services Director Elma Keller, Finance Department Director		$ 5, 300	Sept. 20, 2008	Training Calendar Evaluation
The participants (Assistant Teachers) will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework.	The Participants (Assistant Teachers) will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA).	Leonila Caballero, Early Childhood Specialist Bertha Castillo, Personnel Officer Helen Meave, Education Coordinator	1. Caring for Pre-School Children Curriculum, Volumes I & II 2. Power Point Presentation 3. Essentials to complete course work.	$500.00 per person	Sept. 16, 2008 12-18 Months	Training Calendar Syllabus Final CDA Assessment

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
The Policy Council and the Grantee Board will be able to identify the major program functions and operations by participating in the Governance Institute. This training will enable them to carry out the Program governance responsibilities effectively.	Major function / operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be presented by the Consultant and the Program Attorney to include the following: • Head Start Program Philosophy • Administrative Structure • Shared Governance • Policy Council By Laws and Management Systems: On-going Monitoring Self Assessment Human Resources	Consultant Program Attorney Department Directors		$ 16, 000	Oct. 24-26, 2008	Training Calendar Evaluation

Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
	Planning Communication Fiscal Management Program Governance Record Keeping & Reporting, ERSA					
The participants will be able to implement an annual self-assessment to ensure proper implementation of Federal regulations and to ensure all team members understand their roles and responsibilities.	Self-Assessment team members participate in a comprehensive training each year to ensure that the process is implemented according to plan.	Nora Munoz, Assistant Program Director Consultant	1. Computer 2. Power Point Presentation	$ 2, 500	Feb. 06, 2009	Training Calendar Agenda Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
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Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSA).	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Irma Pena, Family Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the Head Start Performance Standards as it pertains to Transition, Family and Community Partnerships and Parent Involvement.	Participants will receive instructions and guidance on how to implement Transition, Family and Community Partnerships and Parent Involvement procedures, forms and documents at the center level. Participants will also receive instruction on how to properly document Services Provided to the Children and Families.	Ramiro Silva, Community Partnership and Transition Director Melba Coody, Family Services Coordinator Azalia Rios, Family Services Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
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2008-2009

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify the different volunteer opportunities and the requirements to become a volunteer.	Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.	Head Start Executive Team Members	1. Computer 2. Power Point Presentation	$ 5,600	Sept 3-5, 2008	Training Calendar Evaluation
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals. .	Irma Pena, Family Services Director	Palmer Pavilion	$ 2,400	Nov. 24, 2008	Training Calendar

Hidalgo County Head Start Program
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Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition.	Irma Pena, Family Services Director			March 6, 2009	Training Calendar

Hidalgo County Head Start Program
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Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will enhance their knowledge of and be able to locate and access Child Nutrition Program required information.	Participants will receive information on required Child Nutrition Program documentation. Copies of pertinent forms will be provided and reviewed to ensure proper documentation and that all Program Standards are followed.	San Juanita Rangel, Child Nutrition Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
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Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to utilize the Procedures Manual as a guide when carrying out documentation requirements for the department.	An overview of the Procedures Manual will be presented to the employees. All Head Start centers will receive and follow the manual.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will define the importance of responsible fatherhood.	The Fatherhood Conference for Hidalgo County Head Start Program was initiated to encourage fathers to support their positive involvement in the lives of their children. Sessions on parenting skills and promoting involvement of fathers in their children's schooling will be provided.	Elma Garza, Mental Health Services Director	1. Appropriate place for the conference. 2. Computer 3. Power Point Presentation	$ 10,000	Feb. 27, 2009	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
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Content Area: Transition and Community Partnership						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the steps in the transition process.	The steps in the transition process will be reviewed. Information for filling out appropriate documents will be provided.	Ramiro Silva, Community Partnership and Transition Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Partnership services for children, families and pregnant women.	The Networking Meeting is designed to develop community partnership supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		$ 3,000	Aug 28, 2008	Training Calendar Evaluation

Hidalgo County Head Start Program
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Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access, utilize and interpret the Health Policies and Procedures based on the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards will be presented.	Lupita Valdez, Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
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Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review the policies and procedures in the area of transportation.	A detailed presentation of the Performance Standards including future mandates, if applicable, will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review the policies and procedures for the operation of the warehouse.	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation

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Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare cleansers and chemicals used for cleaning and disinfecting.	An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleansers and chemicals will be reviewed.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the required office procedures and processing of required documentation for purchases.	A comprehensive explanation of departmental operating procedures will be presented.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
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Content Area: Finance						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to successfully participate in the budget development and implementation process.	Administration and supervisory staff will engage in one-on-one sessions with the Finance Director and the designated top level administrators to learn the steps to follow in the budget preparation and implementation.	Elma Keller, Finance Department Director			Fall 2008	Training Calendar
Participants will be able to follow the purchase order process.	The presentation will focus on the purchasing process and the required steps to complete a request.	Elma Keller, Finance Department Director Ambrosio Tovar, Procurement Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will enhance their knowledge and understanding of asset allocations as it pertains to their investment options of the Head Start Pension Plan.	Participants will select investment options from a listing of Mainstay Fund allocations based on a review of all options by the presenter.	Tony De Leon, CLU, CFP, MSFS New York Life	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
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Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to reinforce Individual Education Plans (IEP) objectives in the classroom as well as to document children's progress.	An overview of an Individual Education Plan (IEP) and Head Start IEP progress report/teacher report will be presented to the staff.	Connie Horta Special Services Director	1. Overhead Projector 2. Transparencies		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the Admission, Revision and Dismissal (ARD) process and how meetings are conducted.	An overview of the Admission, Revision and Dismissal (ARD) process and documentation will be presented to the staff.	Connie Horta Special Services Director	1. Overhead Projector. 2. Transparencies		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to enhance their knowledge on the Individuals with Disabilities Education Act	An overview of this federal law will be presented to the staff. Handouts will also be provided.	Belinda Garza, Senior Advocate, Advocacy Inc. Eva Guerrero, Advocate, Advocacy Inc.	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
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Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to administer the speech screening tool to children in an effort identify children who require further evaluation.	This tool screens children to find out if their sound acquisition, voice and fluency is appropriate for their developmental age.	Rainlilly Cruz, Step and Stride Rehab	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review and interpret the findings of a diagnostic evaluation report when a child is diagnosed with a specific disability.	An overview of a speech/language and a psychological evaluation report will be presented to the staff.	Connie Horta Special Services Director	1. Overhead Projector 2. Transparencies		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to complete Special Services reports.	An overview of the Special Services required program reports will be presented to the staff.	Connie Horta Special Services Director	1. Overhead Projector 2. Transparencies		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to utilize the Procedures Manual as a guide when carrying out Special Services and the documentation requirements.	An overview of the Procedures Manual will be presented to the staff.	Connie Horta Special Services Director	1. Overhead Projector 2. Transparencies		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to maximize learning and minimize frustration and disorganization in the classroom.	Center staff will review eight (8) practical strategies/ concepts to assist them to become more effective classroom managers.	Janie Navarro, Education Area Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and utilize Performance Standards and implement the Program Plan.	Participants will review the Performance Standards and Program Plan.	Janie Navarro, Sandra Renteria, Susie Sáenz and Homero Carrera. Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to utilize the Head Start Performance Standards to implement the Education Process.	Participants will receive instructions and guidance on how to implement education services procedures, forms and documents at the center level.	Janie Navarro, Sandra Renteria, Susie Sáenz and Homero Carrera. Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will learn how to take ordinary dollar store items and turn them into memorable math lessons.	Participants will work on hands on lessons that can be implemented in the learning areas.	Lorena Barrera Vanessa Sáenz HCHSP Teachers	1. Computer 2. Power Point Presentation 3. Dollar Store Items		Pre-Service	Training Calendar Survey Evaluation
Participants will be provided with a variety of action songs that can strengthen language skills.	Participants will engage in language activities through action songs that can highly motivate children to learn.	Melissa Casas Joanna Molina HCHSP Teachers	1. Computer 2. Power Point Presentation 3. CD Player 4. Children/ Educational songs		Pre-Service	Training Calendar Survey Evaluation
Participants will be provided with an overview of art ideas, tips and instructional material from Very Special Arts (VSA) that can be added to the curriculum.	Participants will engage in hands on sessions with a variety of easy to follow lessons and activities.	Sonia Ruiz Beatrice Perez HCHSP Teachers	1. Computer 2. Power Point Presentation 3. Arts and crafts supplies		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be provided with success stories and strategies on how to make a difference in a child's life.	Participants will utilize ways to help every child find and experience success.	Marissa Casares Rebecca Castillo HCHSP Teachers	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be provided with information based on research on how they can use pictures/icons and color in the classroom to help children learn.	Participants will utilize supports that are available in the classroom to enhance student learning and benefit those children who have difficulty following directions and rules.	Cynthia Madrigal Yolanda Briones HCHSP Teachers	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and use a variety of instruments according to the rhythm and beat of the music.	Participants will engage in hands on activities using different musical instruments to songs by Greg & Steve.	Randy Read, Teacher. Alvarez Elementary School	1. CD Player 2. Greg & Steve CD 3. Age appropriate musical instruments	$ 500	Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to read and sing along to songs with culturally relevant rhythms that promote reading success.	Participants will use the "sing and read methodology" to help develop critical early reading skills while also fostering the natural love for books.	Dr. Mike Longoria, University of Texas El Paso	1. Computer 2. Power Point Presentation 3. CD Player 4. Age appropriate books	$ 2,000	Pre-Service	Training Calendar Survey Evaluation
Participants will be able to resolve conflicts as a team in the workplace with excellent results and children being the main focus.	Conflict resolution will be defined. Participants will recognize how daily work challenges are opportunities for change and success.	Abby Vela, CEO Universal Connections… Linking people together	1. Computer 2. Power Point Presentation	$ 2,000	Pre-Service	Training Calendar Survey Evaluation
Participants will learn how to plan and implement purposeful and playful ideas that promote language and literacy in an early childhood classroom.	Participants will view examples of classroom environmental management charts, letter walls, writing activities and other resources that promote language and literacy.	Leticia Prieto Janie Garcia Cynthia Zavala Bernadette Correa Camilia Sosa HCHSP Teachers	1. Computer 2. Power Point Presentation 3. Letter Wall sample		Pre-Service	Training Survey Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will explore ways to enhance and create a print rich classroom and develop vocabulary utilizing lesson plans, letter wall and other developmentally appropriate techniques.	Participants will review the research on language development thru role playing in a variety of ways to implement new vocabulary throughout the day	Janie Navarro, Education Area Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer the Learning Accomplishment Profile Diagnostic (LAP-D) Assessment to all the children directly on the Personal Digital Assistant (PDA) and utilize the LAP-D classroom reports for small group instruction.	Participants will: • Review the major features and general procedures for assessment. • Identify any questions/concerns staff might have. • Review assessment directly on the Personal Digital Assistant (PDA). • Identify individual objectives using the LAP-D assessment results. • Identify classroom objectives using the LAP-D assessment results.	Helen Meave, Education Coordinator	1. Computer 2. Power Point Presentation 3. Personal Digital Assistant (PDA)		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will utilize appropriate strategies to assist children develop cognitive skills to learn concepts related to science.	Participants will be provided with science related information which expands their knowledge and skills for a variety of experiences and interactions with other children and adults. Intellectual development is extended and reinforced with opportunities to engage in meaningful science activities that encourage questions, ideas and learning.	Homero Carrera, Education Area Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan
2008-2009

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
By the year 2011 all classroom teachers will acquire an associate degree in early childhood education. By the year 2013 at least 50% of the teacher will acquire a bachelor's degree in early childhood education.	For several years the program has implemented a process whereby the program is "growing its own teachers. Program funds will be utilized to pay for tuition and fees for any staff member who does not qualify for financial aid and who is pursuing an associate's or a bachelor's degree in early childhood education.	Staff Development Staff	Books and completion of enrollment procedure.	$65,000	On-going	Course completion information
By the year 2013 all assistant teachers will meet the requirements for the Child Development Associate (CDA).	Program funds will be utilized to pay for the credential once all requirements are met. Education department staff will conduct training requirements for the acquisition of the CDA.	Staff Development Staff	Attendance at sessions.	$30,000	Ongoing	Certificate of completion

AI-11223 **12.E.**

Community Representatives
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Appointment of One (1) Community Representative by each member of the Commissioners' Court, to serve on the Hidalgo County Head Start Program Policy Council, for a one (1) year term according to 45 CFR Chapter XIII, 1304.50 (b)(1)-(b)(7) beginning October 2008

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: Community Representatives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 02:17 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 08:45 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:37 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:15 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Linda Galaviz — Started On: 09/17/2008 01:47 PM

Final Approval Date: 09/19/2008

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-11221 **12.F.**

Agreement with Monte Alto ISD
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Presentation for Discussion, Consideration and Approval of an Interlocal Agreement between Monte Alto Independent School District and Hidalgo County Head Start Program.

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Agreement with Monte Alto ISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:43 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 11:32 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:38 PM	NEW-R
Form Started By: Linda Galaviz			Started On: 09/17/2008 01:33 PM	
Final Approval Date: 09/19/2008				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: September 17, 2008

SUBJECT: Presentation for Discussion, Consideration and Approval of an Interlocal Agreement between Monte Alto Independent School District and Hidalgo County Head Start Program

RATIONALE/NEED: The current agreement with the Monte Alto Independent School District expires on December 31, 2008, and since extending the current lease is not an option we must enter into a new contract prior to expiration date.

RECOMMENDATION: Administration recommends approval.

COST: $600.00/Per Month

RELATED INFORMATION INCLUDED: Memo/Contract

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: September 5, 2008

SUBJ: Monte Alto Interlocal Agreements

The Interlocal Agreement with the Monte Alto School District expires on December, 2008, we must begin the process of securing a new contract for next year.

Under the proposed contract monthly payments will remain at the same amount of $ 600.00.

The attach draft has been forward to the Head Start attorney for his review.

Should you have any questions please let me know. Thank you.

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MONTE ALTO INDEPENDENT SCHOOL DISTRICT AND THE HIDALGO COUNTY HEAD START PROGRAM

This Lease is made and entered into by and between Monte Alto Independent School District, herein referred to as the ("Lessor") and the Hidalgo County Head Start Program, herein referred to as the ("Lessee") in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated in 25249 1st, Monte Alto, Texas 78538 in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT'S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2009 ("Commencement Date") and ending on December 31, 2009 ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or

provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2010, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of $7,200.00 in 12 equal monthly payments of $600.00 per month payable on the 1st day of each month in a proportionate rate for any part of the month unexpired at the legal

termination of the Lease. Payment shall be mailed to the Monte Alto Independent School District, 25149 1st Street, Monte Alto, Texas 78538.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein. This lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent

improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage

thereto by accidental fire, accident, or natural disaster, shall be exempt from, the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building (s) Lessee shall, at its own, equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster so that the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times during the term of this lease have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon

the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Monte Alto ISD
Attn: Gabriel Farias, Superintendent
25149 1st Street

Lessee:
Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117

Monte Alto, TX 78538 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provide in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

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 by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided

in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the day of _____, 2008.

LESSEE:

BY:_____
J.D. Salinas, Hidalgo County Judge

BY:_____
Teresa Flores, Executive Director

LESSOR:

BY:_____
Dr. Maria L. Huskestein
Superintendent

ATTEST:

BY: _____
Arturo Guajardo, Hidalgo County Clerk

APPROVED AS TO FORM:

BY:_____
Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY:_____
Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:

Date Approved by County Commissioner:

EXHIBIT "A"

FACILITIES PROVIDED AND DESIGNATED BY THE MONTE ALTO I.S.D. LOCATED ON THE SCHOOL GROUNDS AT GUADALUPE ST. & FIRST ST. MONTE ALTO, HIDALGO COUNTY, TEXAS. DESIGNATED AS HEAD START CLASSROOMS, ADMINISTRATION SPACE AND PLAYGROUND AREAS.

AI-11220 **12.G.**

Interlocal Agreements
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise the Option to Extend for an Additional One (1) Year Term Interlocal Agreements for Facilities and/or Land with the Following Municipalities, Housing Authorities and Independent School Districts:

City of Alamo	City of McAllen	City of Progreso	McAllen Housing Authority
City of Alton	City of Mission	City of San Juan	Edcouch-Elsa I.S.D.
City of Donna	City of Palmview	City of Weslaco	La Joya I.S.D.
City of Elsa	City of Penitas	Edinburg Housing Authority	
City of Hidalgo	City of Pharr	Mercedes Housing Authority	

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Extend Interlocal Agreements
Link: Extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:43 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 11:30 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:40 PM	NEW-R
Form Started By: Linda Galaviz			Started On: 09/17/2008 01:12 PM	
Final Approval Date: 09/19/2008				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: September 17, 2008

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise the Option to Extend for an Additional One Year Term the Interlocal Agreements for Facilities and/or Land with the Following Municipalities, Housing Authorities, and Independent School Districts: City of Alamo, City of Alton, City of Donna, City of Elsa, City of Hidalgo, City of McAllen, City of Mission, City of Palmview, City of Peñitas, City of Pharr, City of Progreso, City of San Juan, City of Weslaco, Edinburg Housing Authority, Mercedes Housing Authority, McAllen Housing Authority, Edcouch-Elsa Independent School District, and La Joya Independent School District

RATIONALE/NEED: The existing Interlocal Agreements must be extended in order to secure the facilities and or land to provide services to Head Start children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As specified on Interlocal Agreement

RELATED INFORMATION INCLUDED: **Memo**/Interlocal Extension

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director at

DATE: September 5, 2008

SUBJ: Annual Extension for the Interlocal Agreements

We need to extend the Interlocal Agreements for twenty-two (22) Head Start facilities. These Interlocal agreements are with Municipalities, Housing Authorities, and Independent School Districts. A list of each location is attached.

As per section 1.03, title of the lease agreement Renewal or Termination, we are requesting to extend the lease for an additional one year term under the same terms and conditions.

Section 1.03 titled "Renewal or termination "of the lease agreements allows us to extend the agreement under the same terms and conditions of the original agreement.

Should you have any questions please let me know. Thank you.

Hidalgo County Head Start Program

Interlocal Extension

	Municipality	Center
1	City Of Alamo	Alamo Head Start
2	City of Alton	Alton Head Start
3	City of Donna	Donna II
4	City Of Elsa	Elsa Head Start
5	City of Hidalgo	Hidalgo Head Start
6	City of McAllen	McAllen II Head Start
7	City of Mission	Mission I Head Start
8	City of Palmview	Palmview I Head Start
9	City of Palmview	Palmview ANNEX
10	City of Peñitas	Penitas Head Start
11	City of Pharr	Las Milpas I Head Start
12	City of Pharr	Pharr Head Start
13	City of Progreso	Progreso Head Start
14	City of San Juan	San Juan Head Start
15	City of Weslaco	Weslaco I Head Start
	Housing Authority	**Center**
16	Edinburg Housing	Edinburg I Head Start Center
17	Edinburg Housing	Edinburg II Head Start Center
18	Mercedes Housing	Mercedes I Head Start
19	McAllen Housing	McAllen V Head Start
20	McAllen Housing	Vine Terrace Head Start
	Independent School District	**Center**
21	Edcouch-Elsa ISD	Edcouch Head Start
22	La Joya ISD	La Joya Head Start

Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated _____ between Hidalgo County and _____ for the property located at _____ (the "Original Lease Agreement").

If _____ agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to _____for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement extension shall be _____ through _____ The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: _____
_____
_____

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: _____
Date approved by Policy Commissioner's: _____

Head Start Program

_____
Teresa Flores, Executive Director

Hidalgo County

_____
J.D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

_____
Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain

AI-11218 **12.H.**

Interlocal Agreement with South Texas Cooperative
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval to Extend Interlocal Agreement with South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services.

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Region One

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:43 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 11:31 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:41 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:08 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV
Form Started By: Linda Galaviz			Started On: 09/17/2008 01:00 PM	
Final Approval Date: 09/19/2008				

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: September 17, 2008

SUBJECT: Discussion/Approval to extend Interlocal Agreement with South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food, Commodities, Uniforms, Supplies and Services

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: $1,300,000 Year (Estimated)

RELATED INFORMATION INCLUDED: Memo/Participant Info

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director
San Juanita Rangel, Child Nutrition Director

DATE: September 3, 2008

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

The South Texas Cooperative Contract with Region One Education Service Center needs to be extended for another year. This program has helped Head Start and the Child Nutrition Program save time and money. This cooperative performs the bidding process on the commodities used by the Head Start Child Nutrition Program.

This coop has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to renew this contract.

Should you have any questions please let us know. Thank you.

South Texas Cooperative

- Welcome
- SY09 Awarded Bids & Proposals
- Contacts
- Forms
- Links
- Memos & Articles
- Food Expo Photo Gallery

Region One ESC welcomes you to the Child Nutrition Program-South Texas Cooperative (CNP-STC). Thank you for your interest and desire to do business with us!

The South Texas Co-op plays an integral part in achieving healthy school meals and efficient business practices by ensuring high quality, customer satisfying, cost effective food and supplies. The primary focus of the co-op is to assist participating members in the administration of a fiscally sound Child Nutrition Program through compliance with bid law requirements. STC will act as a coordinating center for all bids/proposals; authority for such services is granted by section 8.053 of the Texas Education Code.

The STC administers approximately twelve (12) bids/proposals, which are advertised in local newspapers and posted on our Web site. Click here to view current bid opportunities!

- **Competitive Procurement**
  - ***Bids & Proposals***
    - Cafeteria Dining Decor
    - Dairy, Bread & Tortilla Products
    - Dispensed Products
    - Discounted Warehouse Proposal
    - Facility Linen Services
    - Food Service Full Line Items
    - Janitorial Supplies & Paper Products
    - Processing of USDA Commodity Foods
    - Removal of Grease from Traps & Barrels
    - Small Kitchen Wares & Equipment
    - Uniforms & Marketing Items
    - Wireless Temperature Monitoring Systems

Processing of USDA Commodity Foods
STC consolidates USDA Donated Food allocations to districts and places processing orders. Small or medium districts without a co-op could not do this on their own because processing must be done in truckload quantities. By consolidating processing orders, small schools take advantage of the valuable service.

Food Service Product Expo
The South Texas Co-op hosts a Food Service Product Expo for participating members. On October 17th, 2007, STC hosted its first Commodity Processing Forum in conjunction with the Expo. This provided USDA commodity processing manufacturers the opportunity to present items available for SY09 to school district CNP personnel. On October 18th, 2007, STC hosted its fourth Food Service Product Expo at the SPI Convention Centre. Approximately 800 students and district staff attended the show to see and savor various products and equipment geared towards Child Nutrition Programs from over 100 different vendors. Please take a moment to visit our photo gallery! Mark your calendars, in 2009 STC will host its fifth Food Service Product Expo on October 14th & 15th!

If your company/organization would like to receive bid/proposal information, please contact the CNP-STC Purchasing Specialist at (956)-984-6123 or laramos@esc1.net.

Thank you,
Lori Atwood Ramos, RD, LD
CNP-STC Purchasing Specialist

AI-11216 **12.I.**

Child and Adult Food Program Application
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval to Submit 2009 Child and Adult Care Food Program Application to the Texas Department of Agriculture.

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Child and Adult Food Program

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:44 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 08:38 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 04:23 PM	APRV
4	Dina Trevino		09/19/2008 05:14 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/17/2008 12:48 PM

Final Approval Date: 09/19/2008

Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 17, 2008

SUBJECT: Discussion/Approval to Submit Application to the Texas Department of Agricultural for the Child and Adult Care Food Program for Fiscal Year 2009

RATIONALE/NEED: As part of providing comprehensive services to our families, these funds are utilized to provide meals for all 3,570 children enrolled in our program.

RECOMMENDATION: Administration recommends approval.

COST: Based on New Reimbursement Rates

RELATED INFORMATION INCLUDES: Budget Analysis

****

INITIATED BY: SanJuanita Rangel, Child Nutrition Director SJRangel

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM

"Children first..."

Date: September 9, 2008

To: Hidalgo County Parent Policy Council-Budget Committee

Through: Teresa Flores, Executive Director

From : Edmundo Garcia, Assistant Program Director

Subject: 2009 Budgets

The Hidalgo County Head Start Program Budget for the 2009 fiscal year is attached for your review, consideration and approval.

Our 2009 **Head Start** Budget totaling **$23,226,407.00** equals our 2008 funding allocation from the Department of Health and Human Services. No permanent increases such as COLA (Cost of Living Adjustment) have been programmed for 2009.

The 2009 Budget for the **Child Nutrition** Program from the Texas Department of Agriculture is **$2,550,952.42**. This Budget reflects **$109,021.73** more than the 2008 budget due to a slight increase in the reimbursement rate.

The final budget reflects the input and collaboration from all Head Start department heads

The 2009 Hidalgo County Head Start Budget provides for:

- Adequate funding level to maintain a fully staffed program and comply with all Federal, State and local regulations.
- Funds to continue our staff development efforts to comply with federal mandates in which **50% of Head Start teachers must have a Bachelor of Arts Degree** or advanced degree in early childhood education or a related degree with experience teaching pre-school age children **by September 30, 2013.**
- **All Head Start teacher assistants to have** or be enrolled in a program leading to an associate or Baccalaureate Degree or be enrolled in a CDA (Child Development Associate) credential program that will be completed **by September 30, 2013.**
- Reallocating Support Service Facilitator positions to be filled by Support Service Assistants.
- Reduction of 2 personnel Courier positions, no longer essential to the operation.
- Meals for children to meet the daily nutritional requirements necessary to sustain appropriate child development.
- More funding for custodians' salaries from the Child Nutrition allocation (an increase from 14% to 20%).

Hidalgo County Head Start Program
Budget Analysis

Description	2008	2009	Difference	Comments/Notes
Salaries/Fringes				
Salaries	15,099,275.04	15,054,132.80	(45,142.24)	Support Service Facilitators became Center Managers; Facilitators vacancies filled by Support Service Assistants; and two courier positions no longer needed.
Fringes/Pension Adm Costs	5,564,297.06	5,542,259.58	(22,037.48)	Costs for benefits were reduced due to positions no longer replaced.
Total Salaries/Fringes	**20,663,572.10**	**20,596,392.38**	(67,179.72)	
Out of TownTravel	**10,000.00**	**10,000.00**	0.00	
Equipment	**0.00**	**12,000.00**	12,000.00	Need to replace old file server/the new server will become the primary unit.
Supplies				
Office	67,500.00	102,587.60	35,087.60	Costs for fingerprinting is now being assessed effective as of September 2008.
Postage	6,500.00	6,500.00	0.00	
Classroom/Consum	176,000.00	176,000.00	0.00	
Classroom/Non Con	148,532.60	148,532.60	0.00	
Maintenance	215,000.00	215,000.00	0.00	
Janitorial	100,000.00	100,000.00	0.00	
Medical	20,500.00	20,500.00	0.00	
Playground	900.00	900.00	0.00	
Operational	91,070.00	91,070.00	0.00	
Total Supplies	**826,002.60**	**861,090.20**	**35,087.60**	
Other				
Center Space	153,000.00	155,000.00	2,000.00	Center space rental increased for Weslaco II & Weslaco III Head Start Centers.
Telephone	156,600.00	158,400.00	1,800.00	Internet connections on additional sites.
Utilities	339,600.00	357,892.12	18,292.12	Rates with the utility providers have increased.
Local Travel	71,999.30	77,999.30	6,000.00	Federal reimbursement rates increased to $.585.
Renovations	0.00	0.00	0.00	
Audit	35,000.00	35,000.00	0.00	
Dental Serv	20,000.00	20,000.00	0.00	
Disability Serv	15,000.00	13,000.00	(2,000.00)	More children qualify for medicaid services.
Mental Health	33,000.00	33,000.00	0.00	
Medical Serv	15,000.00	10,000.00	(5,000.00)	More children qualify for medicaid services.
Printing- Admin	7,700.00	9,700.00	2,000.00	Printing costs have increased.
Printing Center	27,000.00	28,000.00	1,000.00	Printing costs have increased.
Subscriptions	300.00	300.00	0.00	
Insurance	161,500.00	161,500.00	0.00	
Vehicle Maintenance	95,000.00	95,000.00	0.00	
Fuel	122,000.00	139,000.00	17,000.00	Fuel costs have risen.
Equip. Repair-Admin	11,000.00	5,000.00	(6,000.00)	New equipment requires less repairs.
Equip. Repair-Center	37,000.00	37,000.00	0.00	
Equip. Rental	6,900.00	6,900.00	0.00	
Parent Involvement	30,000.00	30,000.00	0.00	
Babysitting Reimb	2,880.00	2,880.00	0.00	
CDA/ T.T.A.	247,353.00	247,353.00	0.00	
Legal Fees	57,500.00	57,500.00	0.00	
Advertising	1,500.00	1,500.00	0.00	
AA Program	80,000.00	65,000.00	(15,000.00)	More employees qualify for Pell Grants.
Total Other Expend.	**1,726,832.30**	**1,746,924.42**	**20,092.12**	
Total Oper. Budget	**$2,562,834.90**	**$2,630,014.62**	**67,179.72**	
Total Budget	**23,226,407.00**	**23,226,407.00**	**0.00**	

9/3/2008

Hidalgo County HeadStart Program
Positions Budgeted for 2009

Administation		Finance		Management Information Systems		Personnel		Procurement		Public Relations	
Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:
Assist. Program Director (s)	2	Director	1	Clerk	1	Officer	1	Director	1	Assistant	1
Receptionist/Clerk (s)	1	Assistant	1	Officer	1	Benefits Clerk	1	Assistant	1		
Executive Secretary (s)	2	Bookkeeper (s)	2	Technician	1	Secretary (s)	3	Clerk (s)	2		
Administrative Assistant	1	Assist. Bookkeeper (s)	2	Software Support Tech.	1				4		
Executive Director	1	Clerk	1		4		5				
	7		7								

Risk Management		Education		Staff Development		Health		Disability		Mental Health	
Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:
Benefits Specialist	1	Teacher (s)	194	Director	1	Coordinator/LVN (s)	2	Secretary	1	Clerk	1
Safety Officer	-	Assist. Teacher (s)	194	Secretary	0	Registered Nurse	1	Coordinator	1	Director	1
	1	Secretary	1	Coordinator	1	Director	1	Director	1		2
		Specialist/Ops	1		2	Secretary	1	Service Aide	18		
		Coordinator	1				5		21		
		Area Director (s)	4								
		Center Manager (s)	37								
		Clerk (s)	7								
		SS Assistant (s)	48								
		SS Facilitator (s)	24								
			511								

Field Operations		Family Services		Transition Literacy	
Positions:	No:	Positions:	No:	Positions:	No:
Bus Aide (Classroom)	18	Coordinator	3	Director	1
Bus Aide (Substitute)	11	Secretary	1	Secretary	1
Bus Driver (s) (Maintenance)	29	Director	1		2
Custodian (s)	59		5		
Coordinator	1				
Director	1				
Clerk (s)	2				
Secretary	1				
Craftsmen	2				
Crew Leader (s)	2				
Maintenance (Personnel)	11				
Courier (s)	5				
	142				

Total Budgeted Positions	719
Substitute Teachers	57
	776

Hidalgo County Head Start Program

Actual Budgeted Positions

Department	2004	2005	2006	2007	2008	2009	2010
Administration	8	8	8	8	7	7	
Finance	8	8	7	7	7	7	
MIS	8	7	5	5	5	4	
Personnel	5	5	5	5	5	5	
Procurement	4	4	4	4	4	4	
Public Relations	1	1	1	1	1	1	
Risk Management	2	2	1	1	1	1	
Education	527	582	572	566	568	568	
Staff Development	3	3	3	3	2	2	
Health	25	5	5	5	5	5	
Disability	36	26	24	21	21	21	
Mental Health	5	3	2	2	2	2	
Field Operations	158	156	150	147	144	142	
Family Services	30	5	5	4	4	5	
Transition Literacy	14	2	2	2	2	2	
Total # of Positions	**834**	**817**	**794**	**781**	**778**	**776**	

Texas Department of Agriculture (TDA)

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Head Cook	3	3	3	2	2	2	
Assistant Cook	5	5	4	4	4	2	
Driver	10	10	10	8	7	7	
Kitchen Helper	21	21	19	15	13	13	
Food Coordinator	6	2	2	2	2	2	
Clerk	2	2	1	1	1	1	
Secretary	0	0	1	1	1	1	
Director	1	1	1	1	1	1	
Total # of Positions	**48**	**44**	**41**	**34**	**31**	**29**	

Texas Department of Agriculture (TDA)

Budget Analysis

Description	2007-2008	2008-2009	Difference	Comments/Notes
Salaries/Fringes				
Salaries (plus COLA)	699,217.38	746,220.80	47,003.42	TDA budget is paying 20 % of the custodians salaries for one year.
Fringes/Pension Adm Costs	336,451.91	350,433.50	13,981.59	TDA budget is paying 20 % of the custodians benefits for one year.
* **Total Salaries/Fringes**	**1,035,669.29**	**1,096,654.30**	**60,985.01**	
Food	1,160,535.60	1,200,197.32	39,661.72	Rising meal costs.
Supplies and Equipment				
Equipment	-	-	-	
Non-Food Supplies	155,000.00	155,000.00	-	
Office Supplies	6,000.00	6,000.00	-	
Purchased Services			-	
Equipment Maintenance	30,000.00	30,000.00	-	
Vehicle Maintenance	13,000.00	13,000.00	-	
Vehicle Fuel	22,000.00	28,000.00	6,000.00	Rising fuel costs.
Telephone	7,000.00	7,000.00	-	
Media Costs	1,000.00	1,000.00	-	
Organization Costs			-	
Local Travel	8,425.80	8,425.80	-	
T & TA	3,300.00	5,675.00	2,375.00	Estimated increase on travel costs.
* **Total Operating Expenses**	**1,406,261.40**	**1,454,298.12**	**48,036.72**	
Total Budget	**2,441,930.69**	**2,550,952.42**	**109,021.73**	

Reimbursement Formula:

172 Service Days x 3,570 Children x 85% ADA x $4.8875 Reimbursement Rate = $2,550,952.43

Reimbursement Rate is Calculated as follows:

Breakfast	1.40
Lunch	2.57
Snack	0.71
Cash-in-Lieu of Commodities:	0.2075
Reimbursement Rate	**4.8875**

AI-11217 **12.J.**

Financial Report
CC REGULAR

Date: 09/23/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Financial Report: August 2008

BACKGROUND

Policy Council Approval: 09.17.08

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 01:03 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 08:39 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 04:18 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2008 04:38 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV
Form Started By: Linda Galaviz			Started On: 09/17/2008 12:54 PM	
Final Approval Date: 09/19/2008				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 17, 2008

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h)(1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report - August

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program
Encumbrance Budget Report - 2008 POLICY COUNCIL BUDGET
From 8/1/2008 Through 8/31/2008

Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
SALARIES	15,099,275.04	9,276,561.96	0.00	5,822,713.08	39.00%	1,612,974.20
FRINGE BENEFITS	5,564,297.06	3,477,458.36	0.00	2,086,838.70	38.00%	517,284.37
OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
SUPPLIES	826,302.60	617,287.60	155,396.72	53,618.28	6.00%	67,585.58
OTHER COST	1,828,015.30	1,279,275.28	91,715.31	457,024.71	25.00%	160,968.48
	23,327,890.00	14,650,583.20	247,112.03	8,430,194.77	36.00%	2,358,812.63

AI-11080 **13.A.**

Fy2009 Discretionary Grant
CC REGULAR

Date: 09/23/2008
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Area: Public Defender's Office

Information

CAPTION

1. Approval to accept grant award from the Task Force on Indigent Defense for the Discretionay Grant for FY 2009 (Program Title- H.C. Public Defender Office, Grant period 10-01-2008 to 08-31-2009).
2. Approval to appropriate funds in the total amount of $443,524.00 for the FY 2009 Discretionary Grant including County cash match.
3. Approval to set salaries for FY 2009.

BACKGROUND

Presented by Judge Fred Garza.
Total grant amount is $443,524.00; funding coming from Task Force $88,705.00 (20% of total funding), County cash match is $354,819.00. Grant period is from 10-01-2008 to 08-31-2009. Grant expenditures include: personnel, fringe benefits, travel and training, supplies, and contract services.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 8-1282-412-30-085-001-9-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the FY 2009 Public Defender's Discretionary Grant in the total amount of $443,524.00 (please refer to attachments and background information).

Attachments

Link: Fy2009 Statement of Grant Award
Link: FY 2009 Budget Appropriation
Link: Salary Schedule
Link: lot

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/10/2008 01:55 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/17/2008 04:21 PM	APRV

3	Auditor's Office	Linda Fong	09/18/2008 05:44 PM	APRV
4	Mike Escaname	Mike Escaname	09/19/2008	APRV
5	Linda Fong		09/19/2008 05:14 PM	NEW

Form Started By: Yvette Pacheco

Started On: 09/10/2008 01:38 PM

Final Approval Date: 09/19/2008

Task Force on Indigent Defense
Statement of Grant Award
FY2009 Discretionary Grant

Grant Number:	212-59-D03
Grantee Name:	Hidalgo County
Program Title:	Hidalgo County Public Defender Office
Grant Period:	10/1/2008-8/31/2009
Grant Award Amount:	$88,705

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force **by August 18, 2008**. Requests to return the award statement after this date must be submitting from the County judge to the Task Force grants administrator in writing. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force. Funding is provided as listed in the categories in the table below:

Direct Costs	
1) Personnel (Total Number of FTEs: 10)	324,239
2) Fringe Benefits	91,382
3) Travel and Training	11,161
4) Equipment	0
5) Supplies	7,441
6) Contract Services	9,301
Total Direct Costs	443,524
Indirect Costs:	
7) Indirect Costs	
Total Indirect Costs	
Total Proposed Costs	443,524
Less Cash from Other Sources	354,819
Total Amount Funded by Task Force	88,705

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on December 21, 2007, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.

- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any plan documents submitted to the Task Force must continue to meet all grant eligibility requirements.

Special Grant Conditions:
The grant officials understand that they must satisfy all special conditions placed on this grant as listed below before receiving any funds:

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

_____
Signature of Authorized Official

_____
Name & Title (must print or type)

_____
Date

Attachment A

Required Conditions and Reports

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) theses specific program requirements apply to this funded program

- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be based proportional to the county's required match;

- The County must develop a written policy that includes caseload standards for each attorney and for the operation of this program. In developing caseload standards nationally recognized standards, and standards used by other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review the caseload status at least quarterly. The Chief Public Defender is responsible for determining overload. The Chief Public Defender must notify the oversight board in writing if an exception to the caseload standard is authorized.

Activity

The Hidalgo County Misdemeanor Public Defender Office provides representation to persons charged with misdemeanor offenses in Hidalgo County. The department will make a priority for representation those individuals that are incarcerated. The department will also provide representation to those individuals with co-occurring felony charges.

The County will continue to operate the Misdemeanor Public Defender Office that was agreed to under the terms of the FY2005 Discretionary Grant Statement of Grant Award.

Project Evaluation

This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Task Force grant administrator will construct an on-line progress report that best reflects the actual work being performed in this program and is consistent with the FY2005 Discretionary Grant Statement of Grant Award. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Expected Fund Distribution Date
October through December	Budget Status Report Progress report	January 15, 2009	January 2009
January through March	Budget Status Report Progress report	April 15, 2009	April 2009
April through June	Budget Status Report Progress report	July 15, 2009	July 2009
July through September	Final Budget Status Report Final Progress report	November 16, 2009	November 2009

DATE: September 22, 2008

AI-11080

DEPARTMENT HEAD: Jaime E. Gonzalez

DEPARTMENT NAME: Public Defender's Office

ACCOUNT NUMBER: 8-1282-412-30-085-001-9-XXX

SUBJECT: **Budget Amendments (Increase) 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/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1282-412-30-085-001-9- 113	Public Defender- Perm F/T Employee	324,239.00
8-1282-412-30-085-001-9- 211	Public Defender- Health Insurance	34,500.00
8-1282-412-30-085-001-9- 212	Public Defender- Life Insurance	282.00
8-1282-412-30-085-001-9- 220	Public Defender- FICA	25,414.00
8-1282-412-30-085-001-9- 230	Public Defender- Retirement	26,343.00
8-1282-412-30-085-001-9- 250	Public Defender- Unemployment Comp	2,443.00
8-1282-412-30-085-001-9- 260	Public Defender- Workers Comp	2,400.00
8-1282-412-30-085-001-9- 341	Public Defender- Data Processing	3,000.00
8-1282-412-30-085-001-9- 342	Public Defender- Information Service	3,801.00
8-1282-412-30-085-001-9- 442	Public Defender- Equipment & Vehicle Rentals	2,500.00
8-1282-412-30-085-001-9- 531	Public Defender- Telephone	1,000.00
8-1282-412-30-085-001-9- 534	Public Defender- Internet	800.00
8-1282-412-30-085-001-9- 535	Public Defender- Postage	700.00
8-1282-412-30-085-001-9- 550	Public Defender- Printing & Binding	500.00
8-1282-412-30-085-001-9- 581	Public Defender- Travel In County	2,500.00
8-1282-412-30-085-001-9- 583	Public Defender- Travel Out County	5,561.00
8-1282-412-30-085-001-9- 584	Public Defender- Registration Fees	3,100.00
8-1282-412-30-085-001-9- 601	Public Defender- Office Supplies	1,741.00
8-1282-412-30-085-001-9- 602	Public Defender- Paper Supplies	700.00
8-1282-412-30-085-001-9- 640	Public Defender- Books & Periodicals	1,000.00
8-1282-412-30-085-001-9- 810	Public Defender- Dues & Memberships	1,000.00
	Total Appropriation	443,524.00
8-1282-334-00-085-001-9- 000	Indigent Defense Public Defender Rev.	88,705.00
8-1282-391-01-000-100-9- 000	Transfer In- General Fund	354,819.00
	Total Revenues	443,524.00
	TOTAL BUDGET INCREASE (DECREASE)	443,524.00

REASON:

To appropriate the Hidalgo County Indigent Defense Public Defender Grant and Local Cash Match. Grant Period 10/01/2008 - 08/31/2009.

SIGNATURE

COMMISIONERS' CRT. APPROVED

DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1282-412-30-085-001-9
PUBLIC DEFENDER - ID

AI-11080

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	
0001	113	CHIEF PUBLIC DEFENDER	$72,200.00	$0.00	$72,200.00	0.04	$2,888.00	$0.00	$75,088.00	$75,088.00	$270.75	$0.00	$0.00	$0.00	$0.00	$75,358.75
0002	113	1st ASST. PUBLIC DEFENDER	$52,200.00	$0.00	$52,200.00	0.04	$2,088.00	$0.00	$54,288.00	$54,288.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,288.00
0003	113	PUBLIC DEFENDER	$45,150.00	$0.00	$45,150.00	0.04	$1,806.00	$0.00	$46,956.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	PUBLIC DEFENDER	$44,400.00	$0.00	$44,400.00	0.04	$1,776.00	$0.00	$46,176.00	$46,176.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,176.00
0005	113	PUBLIC DEFENDER	$44,400.00	$0.00	$44,400.00	0.04	$1,776.00	$0.00	$46,176.00	$46,176.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,176.00
0006	113	PUBLIC DEFENDER	$43,000.00	$0.00	$43,000.00	0.04	$1,720.00	$0.00	$44,720.00	$43,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,000.00
0007	113	INVESTIGATOR	$26,250.00	$0.00	$26,250.00	0.04	$1,050.00	$0.00	$27,300.00	$27,300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,300.00
0008	113	INTAKE OFFICER	$21,000.00	$0.00	$21,000.00	0.04	$840.00	$0.00	$21,840.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
		TOTAL	$348,600.00	$0.00	$348,600.00		$13,944.00	$0.00	$362,544.00	$313,868.00	$270.75	$0.00	$0.00	$0.00	$0.00	$314,138.75

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: September 18, 2008

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 11080

C.C. Date: 09/23/2008

Dept: Public Defender's Office

Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Admin.

Date: 09.18.08

Time: 2:20 pm

RECEIVED
SEP 18 2008
HUMAN RESOURCES

AI-11214 **14.A.**

FY 2009 WIC & BF Budget
CC REGULAR

Date: 09/23/2008
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma L.Longoria, WIC Director
Department: WIC
Agenda Area: WIC

Information

CAPTION

1. Permission to continue the provision of W.I.C. Services for FY 2009 commencing October 1, 2008 to September 30, 2009 pending contract.
2. Approval W.I.C. Budget for FY. 2009
3. Approval W.I.C. Salary Schedule for FY 2009
4. Approval B.F. Peer Counselor Budget pending award
5. Approval B.F.Grant Salary Schedule

BACKGROUND

No County Match - State Funds

WIC Grant based on on 892,160 particpants @10.45 each

8.1292.441.00.350.001.9- WIC Grant
8.1292.441.00.350.002.9- BF Grant

Link- BF Letter from State & 2009 Salary Schedule

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 8-1292-441-00-350-00X-9-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the FY 2009 WIC Grant and BF Grant (please see attchments and background information).

Attachments

Link: WIC B.A.
Link: BF.B.A.
Link: 2009 Funding
Link: PRA Form 2009
Link: 2009 Job Disc.
Link: 2009 Salary WIC and BF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 07:35 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	09/19/2008 10:38 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/19/2008 04:48 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Margarita Gonzalez

Started On: 09/17/2008 12:17 PM

Final Approval Date: 09/19/2008

DATE: 9/16/2008

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 8.1292.441.00.350.001.9

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
8.1292.441.00.350.001.9.112	Salaries	97,650.00
8.1292.441.00.350.001.9.113	Perm F/T Employees	5,811,386.00
8.1292.441.00.350.001.9.114	Perm P/T Employees	168,690.00
8.1292.441.00.350.001.9.115	Longevity	60,720.00
8.1292.441.00.350.001.9.211	Health Insurance	804,529.00
8.1292.441.00.350.001.9.212	Life Insurance	7,392.00
8.1292.441.00.350.001.9.220	FICA	469,591.00
8.1292.441.00.350.001.9.230	Retirement	536,885.00
8.1292.441.00.350.001.9.250	Unemployment	30,574.00
8.1292.441.00.350.001.9.260	Workers Comp	108,764.00
8.1292.441.00.350.001.9.312	Indirect Costs	250,000.00
8.1292.441.00.350.001.9.346	Hauling & Freight	5,000.00
8.1292.441.00.350.001.9.411	Water /Sewer	10,000.00
8.1292.441.00.350.001.9.412	Cable /TV	12,089.00
8.1292.441.00.350.001.9.413	Survellance & Security	8,000.00
8.1292.441.00.350.001.9.421	Disposal	10,000.00
8.1292.441.00.350.001.9.423	Custodial	40,588.00
8.1292.441.00.350.001.9.431	Bldg.Repair & R&M Service	8,000.00
8.1292.441.00.350.001.9.432	Equp. R&M Service	8,000.00
8.1292.441.00.350.001.9.434	Vehicle Repair	8,000.00
8.1292.441.00.350.001.9.441	Land & Bldg.Rental	700,000.00
8.1292.441.00.350.001.9.442	Equip & Vehicle Rental	2,000.00
8.1292.441.00.350.001.9.521	Property Insurance	8,500.00
8.1292.441.00.350.001.9.522	Vehicle Liability Insurance	3,500.00
8.1292.441.00.350.001.9.524	General Insurance	23,236.00
8.1292.441.00.350.001.9.529	Surety & Notary Bonds	100.00
8.1292.441.00.350.001.9.531	Telephone	50,000.00
8.1292.441.00.350.001.9.532	Cell phone	5,000.00

8.1292.441.00.350.001.9.534	Internet	2,000.00
8.1292.441.00.350.001.9.535	Postage	30,000.00
8.1292.441.00.350.001.9.536	Two Way Radio	4,000.00
8.1292.441.00.350.001.9.540	Advertising	6,000.00
8.1292.441.00.350.001.9.550``	Printing	10,000.00
8.1292.441.00.350.001.9.581	Travel In County	20,000.00
8.1292.441.00.350.001.9.583	Travel Out Of County	15,000.00
8.1292.441.00.350.001.9.584	Registration	10,000.00
8.1292.441.00.350.001.9.601	Office Supplies	19,278.00
8.1292.441.00.350.001.9.602	Paper	10,000.00
8.1292.441.00.350.001.9.603	Education Supplies	10,000.00
8.1292.441.00.350.001.9.604	Medical Supplies	45,000.00
8.1292.441.00.350.001.9.607	Cleaning Supplies	10,000.00
8.1292.441.00.350.001.9.608	Household Supplies	500.00
8.1292.441.00.350.001.9.613	Safetu Supplies	500.00
8.1292.441.00.350.001.9.622	Electricity	50,000.00
8.1292.441.00.350.001.9.631	Bottle Water	5,000.00
8.1292.441.00.350.001.9.640	Reference Materials	500.00
8.1292.441.00.350.001.9.663	Small Tools	500.00
8.1292.441.00.350.001.9.671	Bldg R&M Supplies	500.00
8.1292.441.00.350.001.9.679	Other R&M Supplies	500.00
8.1292.441.00.350.001.9.681	Vehicle R&M Supplies	3,000.00
8.1292.441.00.350.001.9.682	Gas/Diesel	18,000.00
8.1292.441.00.350.001.9.684	Tires	800.00
8.1292.441.00.350.001.9.780	Capital Lease	4,860.00
8.1292.441.00.350.001.9.810	Dues & Membership	800.00
8.1292.441.00.350.001.9.890	Other	200.00
	TOTAL FUND BALANCE IMPACT	9,525,132.00

REASON: To start the WIC 2009 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT **DATE:** **ATTEST COUNTY CLERK**

DATE: 9/17/2008

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT
BF Peer Counselor

ACCOUNT NUMBER: 8.1292.441.00.350.002.9

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NO.		ACCOUNT NAME	AMOUNT
8.1292.441.00.350.002.9	113	Salaries of F/T Employees	280,183.00
8.1292.441.00.350.002.9	115	Longevity	300.00
8.1292.441.00.350.002.9	211	Health Insurance	60,000.00
8.1292.441.00.350.002.9	212	Life Insurance	495.00
8.1292.441.00.350.002.9	220	FICA	21,272.00
8.1292.441.00.350.002.9	230	Retirement Contributions	22,600.00
8.1292.441.00.350.002.9	250	Unemployment Compenstion	1,401.00
8.1292.441.00.350.002.9	260	Workers Compensation	4,959.00
8.1292.441.00.350.002.9	312	Indirect Costs	
		TOTAL BUDGET INCREASE REQUEST	391,210.00

8.1292.441.00.350.002.9

REASON: Funding for the FY 2009 BF Budget

DEPARTMENT HEAD SIGNATURE

/ /

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

TEXAS
Department of State Health Services

Memorandum

#08-129

TO: WIC Regional Directors
WIC Local Agency Directors

FROM: Linda Brumble, Unit Manager (Original Signed)
Nutrition Education/Clinic Services Unit
Nutrition Services Section

DATE: September 12, 2008

SUBJECT: Continued Funding for Peer Counselor Programs into FY2009

If your agency was allocated operational adjustment/special funding to support your Peer Counselor Program during FY2008, the State Agency will fund the salaries of your counselors into FY2009. If your agency received a Peer Counselor Program allocation in FY2008, you may continue to bill monthly for peer counselor expenses up to the amount that equals one-twelfth of your FY2008 allocation. In order to allow the State Agency to track these expenditures, please continue to bill for peer counselor services on a separate *State of Texas Purchase Voucher (B-13)* from your regular WIC requests.

As soon as USDA finalizes peer counselor funding allocations, we will provide you with written notice of your *FY2009 Peer Counselor Program* allocation.

If you have any questions regarding implementing, expanding or maintaining your Peer Counselor Program, please contact Ms. Jewell Stremler, Peer Counselor Coordinator, Nutrition Education/Clinic Services Unit, Nutrition Services Section, at (512) 341-4593, or Jewell.Stremler@dshs.state.tx.us. Questions concerning billing should be directed to Ms. Kim Relph, Team Lead for Contract Support, Contract Management Branch, at (512) 458-7111 extension 6443 or Kim.Relph@dshs.state.tx.us.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC-350 **DATE:** 10-01-08

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 001-0232

REQUESTED POSITION TITLE: (For new positions or reclassifications) Registered Dietitian

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification*

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

POSITION SALARY REQUEST:

Salary Amount: $ - 0 - (Current Budgeted Salary) $ 42,000.00 (Proposed Budgeted Salary) $ (Net Change)

Position to be funded from one of the following:

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

☐ Other

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ 20.19/hr. (Enter hourly rate for temp. positions; Hourly Rate / 2,080 hrs. per year)

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)

Extra staff needed at clinics for High Risk Counseling.

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

Attached.

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

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

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

Extra staff needed at clinics for High Risk Counseling.

HUMAN RESOURCES: Classification and Salary Recommendation

Dietitian - $42,000.00

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Dietitian - $42,000.00

1.	DEPARTMENT HEAD	DATE 9/17/08	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC-350 **DATE:** 10-01-08

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 001-0233

REQUESTED POSITION TITLE: (For new positions or reclassifications) Registered Dietitian

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification*

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

POSITION SALARY REQUEST:

Salary Amount: $ - 0 - (Current Budgeted Salary) $ 42,000.00 (Proposed Budgeted Salary) $ (Net Change)

Position to be funded from one of the following:

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

☐ Other

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ Enter hourly rate for temp. positions $ 20.19/hr. Hourly Rate / 2,080 hrs. per year

TEMPORARY POSITIONS:

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

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

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

Extra staff needed at clinics for High Risk Counseling.

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

Attached.

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

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

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

Extra staff needed at clinics for High Risk Counseling.

HUMAN RESOURCES: Classification and Salary Recommendation

Dietitian - $42,000.00

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Dietitian - $42,000.00

1.	Norma L Longoria DEPARTMENT HEAD	9/17/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC-350 **DATE:** 10-01-08

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 001-0231

REQUESTED POSITION TITLE: (For new positions or reclassifications) Administrative Assistant

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification*

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

POSITION SALARY REQUEST:

Salary Amount: $ - 0 - (Current Budgeted Salary) $ $32,000.00 (Proposed Budgeted Salary) $ (Net Change)

Position to be funded from one of the following:

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

☐ Other

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ 15.38/hr. (Hourly Rate / 2,080 hrs. per year)

Enter hourly rate for temp. positions

TEMPORARY POSITIONS:

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

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

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

Extra staff needed at Administration Office.

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

Attached.

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

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

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

Extra staff needed at Administration Office.

HUMAN RESOURCES: Classification and Salary Recommendation

Administrative Assistant - $32,000.00

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Administrative Assistant - $32,000.00

1.	Norma L Longoria DEPARTMENT HEAD	9/17/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC-350 **DATE:** 10-01-08

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 001-0234

REQUESTED POSITION TITLE: (For new positions or reclassifications) Cleaning Aide (FT)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification*

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

POSITION SALARY REQUEST:

Salary Amount: $ - 0 - (Current Budgeted Salary) $ 20,348.00 (Proposed Budgeted Salary) $ (Net Change)

Position to be funded from one of the following:

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

☐ Other

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ Enter hourly rate for temp. positions $ 9.78/hr. Hourly Rate / 2,080 hrs. per year

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)

Will work 2 clinics a day.

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

Attached.

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

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

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

Will work 2 clinics every day.

HUMAN RESOURCES: Classification and Salary Recommendation

Cleaning Aide (FT) - $20,348.00

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Cleaning Aide (FT) - $20,348.00

1.	Norma L Longoria / DEPARTMENT HEAD	9/17/08 / DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
WIC DEPARTMENT

Job Title:	**Registered Dietitian**	**FLSA Status:**	**Exempt**
Dept No:	**350**	**Civil Service Status:**	**Exempt**

SUMMARY:
Responsible for counseling high risk participants and preparing correlated reports of high risk participation in the WIC Program. Develops nutrition education materials. Assist in implementing Nutrition Education Plan. Responsible for certifying, counseling and educating participants in the WIC Program. Responsible to WIC Director and Senior Registered Dietician.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Provides appropriate nutrition counseling for high-risk participants. (70%).
- Certify and recertify participants in the WIC Program. (10%).
- Evaluates Local Agency WIC Certification Specialists (WSC') (10%)
- Prepares assigned reports of high-risk participation and WSC evaluations. (5%).
- Function as part of Quality Assurance team. (3%).
- Conducts training on current nutrition issues applicable to WIC. (2%).
- Participates in the development and implementation of the Nutrition Education Plan.
- Develops and presents nutrition education materials.
- Ensures nutrition education is current and at an acceptable level.
- Attends WIC meetings or conferences relating to nutrition education and other topics as approved by the WIC Director.
- Teaches nutrition classes/conducts facilitated discussions.
- Discloses current nutrition information with WIC staff.
- Conducts and assists with formula approvals for WIC staff.
- Make home visits when required.
- Performs all other WIC duties as assigned by the WIC Director.

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

- Graduate of an accredited college or university with a B.S. degree in Nutrition, Dietetics, Home Economics with 24 semester hours in Nutrition and/or a Masters degree in nutrition, or dietetics.
- Has passed Registration Examination for Registered Dietitians and credentialed by the Commission on Dietetic Registration of the American Dietetic Association.
- Applying principles of nutrition, and basic sciences to community health.
- One-year nutrition counseling experience, preferred.

- Applying preventative health practices in the community.
- Identifying, collecting, assessing and evaluating nutritional data.
- Good physical and mental health; current immunization record required.
- Ability to find job satisfaction in the growth and development of the WIC program.
- Participation and representation in community and professional organizations.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's Insurance carrier.

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
- 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
WIC DEPARTMENT

Job Title:	**Registered Dietitian**	**FLSA Status:**	**Exempt**
Dept No:	**350**	**Civil Service Status:**	**Exempt**

SUMMARY:
Responsible for counseling high risk participants and preparing correlated reports of high risk participation in the WIC Program. Develops nutrition education materials. Assist in implementing Nutrition Education Plan. Responsible for certifying, counseling and educating participants in the WIC Program. Responsible to WIC Director and Senior Registered Dietician.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Provides appropriate nutrition counseling for high-risk participants. (70%).
- Certify and recertify participants in the WIC Program. (10%).
- Evaluates Local Agency WIC Certification Specialists (WSC') (10%)
- Prepares assigned reports of high-risk participation and WSC evaluations. (5%).
- Function as part of Quality Assurance team. (3%).
- Conducts training on current nutrition issues applicable to WIC. (2%).
- Participates in the development and implementation of the Nutrition Education Plan.
- Develops and presents nutrition education materials.
- Ensures nutrition education is current and at an acceptable level.
- Attends WIC meetings or conferences relating to nutrition education and other topics as approved by the WIC Director.
- Teaches nutrition classes/conducts facilitated discussions.
- Discloses current nutrition information with WIC staff.
- Conducts and assists with formula approvals for WIC staff.
- Make home visits when required.
- Performs all other WIC duties as assigned by the WIC Director.

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

- Graduate of an accredited college or university with a B.S. degree in Nutrition, Dietetics, Home Economics with 24 semester hours in Nutrition and/or a Masters degree in nutrition, or dietetics.
- Has passed Registration Examination for Registered Dietitians and credentialed by the Commission on Dietetic Registration of the American Dietetic Association.
- Applying principles of nutrition, and basic sciences to community health.
- One-year nutrition counseling experience, preferred.

- Applying preventative health practices in the community.
- Identifying, collecting, assessing and evaluating nutritional data.
- Good physical and mental health; current immunization record required.
- Ability to find job satisfaction in the growth and development of the WIC program.
- Participation and representation in community and professional organizations.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's Insurance carrier.

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
- 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
WIC DEPARTMENT

Job Title:	**Cleaning Aide-Full Time**	**FLSA Status:**	**Non-Exempt**
Dept No:	**350**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Experience doing maintenance work. Work well with people. Keeps clinic clean at all times.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Dusts cabinets, counters, and desktops.
- Empties trash cans.
- Sweeps floors.
- Wet mops floors.
- Cleans restrooms.
- Washes windows as needed.
- Makes sure clinic is supplied with toilet tissue, hand towels, and other needed supplies.
- Performs job duties on a timely manner.
- Follows chain of command.
- Does not use agency time for personal business.
- Is well informed of employee responsibilities in the county personnel manual.
- Performs any other duties assigned by the supervisor.

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

- Has worked as maintenance worker at least for one year.
- Works well with people.
- Good physical and mental health (Immunization Record).

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's Insurance carrier and have availability of personal car.

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
- 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
WIC DEPARTMENT

Job Title:	**Administrative Assistant**	**FLSA Status:**	Non-Exempt
Dept No:	**350**	**Civil Service Status:**	Non-Exempt

SUMMARY:
Assists administrative office in the daily operations of WIC Program.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Complies monthly schedule and is responsible for making substitutions at clinics.
- Maintains purchase orders and compares billing to purchase orders.
- Reviews and corrects the monthly clinic reports pertaining to the WIC Program; and formulates final report to State.
- Compares telephone log for long distance calls made by WIC personnel to telephone bill.
- Obtains repairs for clinic and equipment after obtaining prices in absence of Administrative Technician.
- Obtains specifications and bids needed for equipment purchases and price for purchase orders.
- Helps to compile information on supplies to be purchased-pricing, quantity, and need.
- Performs receptionist duties for the Administrative office when needed.
- Performs general office duties (filing, typing, computer usage, faxing, copying)
- Helps to calculate percentages of time worked in administration, nutrition education and Breastfeeding.
- Helps calculate percentages of space and utility allocations to compile State report.
- Helps to develop any kind of reporting system for inventory and issuing of supplies.
- Assists in Payroll processing.
- Assists in formula inventory controls.
- Attends annual and other meetings or conventions pertaining to the financial management of the WIC Program.
- Any other duties assigned by the WIC Director.

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 graduate with a certificate from a technical or business school in accounting principle

- A minimum of one year of successful experience as a business manager responsible for ordering supplies, inventory, cash flow, preparing budgets and accounting principles is preferred.
- Two (2) years of WIC experience is required.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's Insurance carrier and have availability of personal car. 5% of overnight travel maybe required.
- An updated immunization record.

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 at a minimum.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle 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.

Department Name	Slot #	Position Title	FY2009 SALARY
WIC ADM	350-001-9-001	WIC DIRECTOR	$ 93,600.00
WIC ADM	350-001-9-002	AREA	$ 66,351.00
WIC ADM	350-001-9-003	AREA	$ 60,625.00
WIC ADM	350-001-9-004		
WIC ADM	350-001-9-005	PERSONNEL/BUDGET	$ 59,273.00
WIC ADM	350-001-9-006	NUTRITIONIST	$ 55,608.00
WIC ADM	350-001-9-007		
WIC ADM	350-001-9-008	REGISTERED	$ 48,365.00
WIC ADM	350-001-9-009		
WIC ADM	350-001-9-010	NUTRITIONIST	$ 39,900.00
WIC ADM	350-001-9-011	NUTRITIONIST	$ 46,340.00
WIC ADM	350-001-9-012	ADMIN TECH II	$ 51,000.00
WIC ADM	350-001-9-013	REGISTERED	$ 46,128.00
WIC ADM	350-001-9-014	NUTRITIONIST	$ 44,217.00
WIC ADM	350-001-9-015	REGISTERED	$ 43,680.00
WIC ADM	350-001-9-016	CLINIC MANAGER	$ 42,901.00
WIC ADM	350-001-9-017	LVN	$ 42,537.00
WIC ADM	350-001-9-018	NUTRITIONIST	$ 42,537.00
WIC ADM	350-001-9-019	NUTRITIONIST	$ 42,537.00
WIC ADM	350-001-9-020	NUTRITIONIST	$ 42,537.00
WIC ADM	350-001-9-021	NUTRITIONIST	$ 42,537.00
WIC ADM	350-001-9-022	LVN-CLINIC MGR.	$ 41,978.00
WIC ADM	350-001-9-023	CLINIC MANAGER	$ 41,978.00
WIC ADM	350-001-9-024	CLINIC MANAGER	$ 41,978.00
WIC ADM	350-001-9-025	CLINIC MANAGER	$ 41,418.00
WIC ADM	350-001-9-026	NUTRITIONIST	$ 40,300.00
WIC ADM	350-001-9-027	LVN	$ 40,300.00
WIC ADM	350-001-9-028	CLINIC MANAGER	$ 40,300.00
WIC ADM	350-001-9-029	LVN-CLINIC MGR.	$ 40,300.00
WIC ADM	350-001-9-030	NUTRITIONIST	$ 40,300.00
WIC ADM	350-001-9-031	LVN-CLINIC MGR.	$ 40,300.00
WIC ADM	350-001-9-032	NUTRITIONIST	$ 40,300.00
WIC ADM	350-001-9-033	CLINIC MANAGER	$ 40,300.00
WIC ADM	350-001-9-034	CLINIC MANAGER	$ 40,300.00
WIC ADM	350-001-9-035	NUTRITIONIST	$ 40,300.00
WIC ADM	350-001-9-036	LVN	$ 39,851.00
WIC ADM	350-001-9-037	LVN	$ 39,851.00
WIC ADM	350-001-9-038	LVN	
WIC ADM	350-001-9-039	LVN	$ 39,738.00

Department Name	Slot #	Position Title	FY2009 SALARY
WIC ADM	350-001-9-040	LVN	$ 39,738.00
WIC ADM	350-001-9-041	LVN	$ 39,783.00
WIC ADM	350-001-9-042	VENDOR LIAISON	$ 40,631.00
WIC ADM	350-001-9-043	LVN	
WIC ADM	350-001-9-044	LVN	$ 37,607.00
WIC ADM	350-001-9-045	WCS II	$ 36,705.00
WIC ADM	350-001-9-046	LVN	$ 37,440.00
WIC ADM	350-001-9-047	LVN	$ 37,440.00
WIC ADM	350-001-9-048	WCS I	$ 35,371.00
WIC ADM	350-001-9-049	WCS I	$ 35,371.00
WIC ADM	350-001-9-050	WCS I	$ 35,371.00
WIC ADM	350-001-9-051	WCS I	$ 34,011.00
WIC ADM	350-001-9-052	WCSI	
WIC ADM	350-001-9-053	LVN	$ 37,482.00
WIC ADM	350-001-9-054	LVN	$ 37,482.00
WIC ADM	350-001-9-055	CLERK II	$ 33,512.00
WIC ADM	350-001-9-056		
WIC ADM	350-001-9-057	CLERK II	$ 32,322.00
WIC ADM	350-001-9-058	CLERK	$ 32,322.00
WIC ADM	350-001-9-059	CLERK II	$ 33,000.00
WIC ADM	350-001-9-060	CLERK	$ 31,070.00
WIC ADM	350-001-9-061	CLERK	$ 30,458.00
WIC ADM	350-001-9-062	CLERK	$ 30,458.00
WIC ADM	350-001-9-063	CLERK	$ 29,921.00
WIC ADM	350-001-9-064	CLERK	$ 29,849.00
WIC ADM	350-001-9-065	CLINIC AIDE	$ 29,596.00
WIC ADM	350-001-9-066	CLERK	$ 29,004.00
WIC ADM	350-001-9-067	WCS I	$ 29,450.00
WIC ADM	350-001-9-068	WCSI	$ 28,633.00
WIC ADM	350-001-9-069	CLERK	$ 25,000.00
WIC ADM	350-001-9-070	CLERK	$ 28,182.00
WIC ADM	350-001-9-071	WCS I	$ 27,951.00
WIC ADM	350-001-9-072	ADMIN CLERK	$ 30,000.00
WIC ADM	350-001-9-073	WCS I	$ 27,789.00
WIC ADM	350-001-9-074	WCS I	$ 27,789.00
WIC ADM	350-001-9-075	CLERK	$ 27,439.00
WIC ADM	350-001-9-076	CLERK	$ 27,439.00
WIC ADM	350-001-9-077	CLERK	$ 26,915.00
WIC ADM	350-001-9-078	CLERK	$ 26,915.00

Department Name	Slot #	Position Title	FY2009 SALARY
WIC ADM	350-001-9-079	WCS I	$ 26,465.00
WIC ADM	350-001-9-080	WCS I	$ 24,831.00
WIC ADM	350-001-9-081	CLERK	$ 26,194.00
WIC ADM	350-001-9-082	CLINIC AIDE	$ 26,022.00
WIC ADM	350-001-9-083	CLERK	$ 26,022.00
WIC ADM	350-001-9-084	WCS I	$ 24,831.00
WIC ADM	350-001-9-085	CLERK	$ 25,090.00
WIC ADM	350-001-9-086	MAINTENANCE	$ 26,000.00
WIC ADM	350-001-9-087	CLINIC AIDE	$ 24,831.00
WIC ADM	350-001-9-088	CLINIC AIDE	$ 24,831.00
WIC ADM	350-001-9-089	WCS I	$ 24,831.00
WIC ADM	350-001-9-090	WAREHOUSE CLERK	$ 25,023.00
WIC ADM	350-001-9-091	CLERK	$ 17,640.00
WIC ADM	350-001-9-092	CLERK	$ 23,872.00
WIC ADM	350-001-9-093	CLINIC AIDE	
WIC ADM	350-001-9-094	DELIVERY	$ 25,023.00
WIC ADM	350-001-9-095	CLINIC AIDE	$ 23,465.00
WIC ADM	350-001-9-096	CLERK	$ 23,090.00
WIC ADM	350-001-9-097	CLERK	$ 17,640.00
WIC ADM	350-001-9-098	CLINIC AIDE	$ 22,653.00
WIC ADM	350-001-9-099	CLINIC AIDE	$ 22,653.00
WIC ADM	350-001-9-100	CLERK	$ 22,652.00
WIC ADM	350-001-9-101	CLINIC AIDE	$ 22,618.00
WIC ADM	350-001-9-102	CLERK	$ 22,103.00
WIC ADM	350-001-9-103	CLERK	$ 21,974.00
WIC ADM	350-001-9-104	CLERK	$ 21,622.00
WIC ADM	350-001-9-105	CLERK	$ 21,622.00
WIC ADM	350-001-9-106	CLERK	$ 21,079.00
WIC ADM	350-001-9-107	CLERK	$ 21,050.00
WIC ADM	350-001-9-108	CLERK	$ 17,640.00
WIC ADM	350-001-9-109	CLERK	$ 17,640.00
WIC ADM	350-001-9-110	CLERK	$ 20,926.00
WIC ADM	350-001-9-111	CLERK	$ 17,640.00
WIC ADM	350-001-9-112	BF CLERK	$ 20,926.00
WIC ADM	350-001-9-113	CLERK	$ 20,926.00
WIC ADM	350-001-9-114	CLERK	$ 20,926.00
WIC ADM	350-001-9-115	CLERK	$ 20,926.00
WIC ADM	350-001-9-116	CLERK	$ 20,926.00
WIC ADM	350-001-9-117	CLERK	$ 20,926.00

Department Name	Slot #	Position Title	FY2009 SALARY
WIC ADM	350-001-9-118	CLERK	$ 20,926.00
WIC ADM	350-001-9-119	BF CLERK	$ 20,926.00
WIC ADM	350-001-9-120	CLERK	$ 20,926.00
WIC ADM	350-001-9-121	BF CLERK	$ 20,926.00
WIC ADM	350-001-9-122	CLERK	$ 20,926.00
WIC ADM	350-001-9-123	CLERK	$ 20,926.00
WIC ADM	350-001-9-124	CLERK	$ 20,926.00
WIC ADM	350-001-9-125	CLERK	$ 20,926.00
WIC ADM	350-001-9-126	CLERK	$ 20,926.00
WIC ADM	350-001-9-127	CLERK	$ 20,926.00
WIC ADM	350-001-9-128	CLERK	$ 20,926.00
WIC ADM	350-001-9-129	CLERK	$ 20,926.00
WIC ADM	350-001-9-130	CLERK	$ 20,926.00
WIC ADM	350-001-9-131	CLERK	$ 20,926.00
WIC ADM	350-001-9-132	CLERK	$ 20,926.00
WIC ADM	350-001-9-133	CLERK	$ 20,926.00
WIC ADM	350-001-9-134	CLEANING AIDE	$ 20,926.00
WIC ADM	350-001-9-135	CLEANING AIDE	$ 20,926.00
WIC ADM	350-001-9-136	CLERK	$ 20,926.00
WIC ADM	350-001-9-137	CLINIC AIDE	$ 17,640.00
WIC ADM	350-001-9-138	CLERK	$ 20,926.00
WIC ADM	350-001-9-139	CLERK	$ 18,522.00
WIC ADM	350-001-9-140	CLERK	$ 20,348.00
WIC ADM	350-001-9-141	CLEANING AIDE	$ 20,348.00
WIC ADM	350-001-9-142	CLERK	$ 20,348.00
WIC ADM	350-001-9-143	CLERK	$ 20,348.00
WIC ADM	350-001-9-144	CLERK	$ 20,348.00
WIC ADM	350-001-9-145	CLERK	$ 20,348.00
WIC ADM	350-001-9-146	CLERK	$ 20,348.00
WIC ADM	350-001-9-147	CLERK	$ 18,763.00
WIC ADM	350-001-9-148	CLINIC AIDE	$ 20,348.00
WIC ADM	350-001-9-149	CLEANING AIDE	$ 20,348.00
WIC ADM	350-001-9-150	CLERK	$ 18,594.00
WIC ADM	350-001-9-151	CLERK	$ 17,640.00
WIC ADM	350-001-9-152	CLERK	$ 20,211.00
WIC ADM	350-001-9-153	CLERK	$ 20,211.00
WIC ADM	350-001-9-154	CLERK	$ 20,211.00
WIC ADM	350-001-9-155	CLERK	$ 20,211.00
WIC ADM	350-001-9-156	CLERK	$ 17,640.00

Department Name	Slot #	Position Title	FY2009 SALARY
WIC ADM	350-001-9-157	CLERK	$ 20,211.00
WIC ADM	350-001-9-158	CLERK	$ 20,211.00
WIC ADM	350-001-9-159	CLERK	$ 20,211.00
WIC ADM	350-001-9-160	CLERK	$ 20,211.00
WIC ADM	350-001-9-161	CLINIC AIDE	$ 19,296.00
WIC ADM	350-001-9-162	CLINIC AIDE	$ 19,296.00
WIC ADM	350-001-9-163	CLERK	$ 19,296.00
WIC ADM	350-001-9-164	CLERK	$ 17,763.00
WIC ADM	350-001-9-165	CLERK	$ 19,296.00
WIC ADM	350-001-9-166	CLERK	$ 19,296.00
WIC ADM	350-001-9-167	CLERK	$ 18,522.00
WIC ADM	350-001-9-168	CLERK	$ 19,296.00
WIC ADM	350-001-9-169	CLINIC AIDE	$ 17,640.00
WIC ADM	350-001-9-170	CLERK	$ 19,296.00
WIC ADM	350-001-9-171	CLINIC AIDE	$ 19,296.00
WIC ADM	350-001-9-172	CLERK	$ 19,296.00
WIC ADM	350-001-9-173	CLERK	$ 18,763.00
WIC ADM	350-001-9-174	CLERK	$ 17,640.00
WIC ADM	350-001-9-175	CLERK	$ 17,640.00
WIC ADM	350-001-9-176	CLERK	$ 18,763.00
WIC ADM	350-001-9-177	CLERK	$ 18,763.00
WIC ADM	350-001-9-178	CLERK	$ 18,763.00
WIC ADM	350-001-9-179	CLINIC AIDE	$ 17,640.00
WIC ADM	350-001-9-180	CLERK	$ 18,763.00
WIC ADM	350-001-9-181	CLINIC AIDE	$ 17,740.00
WIC ADM	350-001-9-182	CLINIC AIDE	$ 17,763.00
WIC ADM	350-001-9-183	CLERK	$ 16,500.00
WIC ADM	350-001-9-184	CLEANING AIDE	$ 15,335.00
WIC ADM	350-001-9-185	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-186	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-187	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-188	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-189	CLEANING AIDE	
WIC ADM	350-001-9-190	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-191	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-192	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-193	CLEANING AIDE	$ 10,964.00
WIC ADM	350-001-9-194	CLEANING AIDE	$ 10,673.00
WIC ADM	350-001-9-195	CLEANING AIDE	$ 10,673.00

Department Name	Slot #	Position Title	FY2009 SALARY
WIC ADM	350-001-9-196	CLEANING AIDE	$ 9,882.00
WIC ADM	350-001-9-197	CLEANING AIDE	$9,882.00
WIC ADM	350-001-9-198	NUTRITIONIST	$ 40,300.00
WIC ADM	350-001-9-199	NUTRITIONIST	$ 40,106.00
WIC ADM	350-001-9-200	AREA COORDINATOR	$ 52,005.00
WIC ADM	350-001-9-201	LVN	$37,445.00
WIC ADM	350-001-9-202	LVN	$ 37,445.00
WIC ADM	350-001-9-203	CLERK	$ 17,640.00
WIC ADM	350-001-9-204	CLERK	$ 17,640.00
WIC ADM	350-001-9-205	CLERK	$ 17,640.00
WIC ADM	350-001-9-206	CLERK	$ 17,640.00
WIC ADM	350-001-9-207	CLERK	$ 17,640.00
WIC ADM	350-001-9-208	CLERK	$ 17,640.00
WIC ADM	350-001-9-209	CLINIC AIDE	$ 17,640.00
WIC ADM	350-001-9-210	CLINIC AIDE	$ 17,640.00
WIC ADM	350-001-9-211	CLEANING AIDE	$ 17,640.00
WIC ADM	350-001-9-212	REGISTERED DIETIT.	$ 43,680.00
WIC ADM	350-001-9-213	CLERK	$ 17,640.00
WIC ADM	350-001-9-214	CLERK	$ 17,640.00
WIC ADM	350-001-9-215	CLERK	$ 17,640.00
WIC ADM	350-001-9-216	NUTRITIONIST	$ 40,106.00
WIC ADM	350-001-9-217		
WIC ADM	350-001-9-218	NUTRITIONIST	$ 38,000.00
WIC ADM	350-001-9-219	NE COORDINATOR	$ 52,000.00
WIC ADM	350-001-9-220	BF COORDINATOR	$ 52,000.00
WIC ADM	350-001-9-221	NUTRITIONIST	$ 38,000.00
WIC ADM	350-001-9-222	CLEANING AIDE	$ 21,923.00
WIC ADM	350-001-9-223	CLINIC AIDE	$ 16,640.00
WIC ADM	350-001-9-224	CLERK	$ 16,640.00
WIC ADM	350-001-9-225	REGISTERED DIETIT.	$ 42,000.00
WIC ADM	350-001-9-226	REGISTERED DIETIT.	$ 42,000.00
WIC ADM	350-001-9-227	CLERK	$ 17,640.00
WIC ADM	350-001-9-228	CLERK	$ 17,640.00
WIC ADM	350-001-9-229	LVN	
WIC ADM	350-001-9-230	MOBILE CL. DRIVER	$ 26,465.00
WIC ADM	350-001-9-231	ADMIN ASST.	$ 32,000.00
WIC ADM	350-001-9-232	REGISTERED DIETIT.	$ 42,000.00

Department Name	Slot #	Position Title		FY2009 SALARY
WIC ADM	350-001-9-233	REGISTERED DIETIT.	$	42,000.00
WIC ADM	350-001-9-234	CLEANING AIDE	$	20,348.00
			$	6,077,726.00

Department Name	Slot #	Position Title	FY2009 SALARY
WIC B/F PRG	350-002-9-001	BF PEER COUNSELOR	$ 20,348.00
WIC B/F PRG	350-002-9-002	BF PEER COUNSELOR	$ 17,640.00
WIC B/F PRG	350-002-9-003	BF PEER COUNSELOR	$ 18,640.00
WIC B/F PRG	350-002-9-004	BF PEER COUNSELOR	$ 22,272.00
WIC B/F PRG	350-002-9-005	BF PEER COUNSELOR	$ 20,211.00
WIC B/F PRG	350-002-9-006	BF PEER COUNSELOR	$ 19,296.00
WIC B/F PRG	350-002-9-007	BF PEER COUNSELOR	$ 19,296.00
WIC B/F PRG	350-002-9-008	BF PEER COUNSELOR	$ 19,296.00
WIC B/F PRG	350-002-9-009	BF PEER COUNSELOR	$ 19,296.00
WIC B/F PRG	350-002-9-010	BF PEER COUNSELOR	$ 17,740.00
WIC B/F PRG	350-002-9-011	BF PEER COUNSELOR	$ 18,763.00
WIC B/F PRG	350-002-9-012	BF PEER COUNSELOR	$ 18,763.00
WIC B/F PRG	350-002-9-013	BF PEER COUNSELOR	$ 17,640.00
WIC B/F PRG	350-002-9-014	BF PEER COUNSELOR	$ 17,640.00
			$ 266,841.00

AI-11198 **15.A.**

Captain Rudy Espinosa--TBSC Operation Linebacker Federal Grant
CC REGULAR

Date:	09/23/2008
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Area:	Sheriff's Office

Information

CAPTION

1. Approval to accept the Texas Border Sheriffs' Coalition Operation Linebacker Grant.
2. Approval of resolution and authorization for signature by Commissioners' Court members.
3. Authorization for County Judge to sign Grant Application; Notice of Sub Grant Award; and Assurances and Certifications Statement.
4. Approval of Budget Appropriation in the amount of $249,100.00.
5. Approval to transfer four (4) officers currently assigned under the Operation Border Star Grant (Account Number 8-1284-421-00-280-043-8) to the Texas Border Sheriffs' Coalition (TBSC) Operation Linebacker Federal Grant(1284-421-00-280-038-0), effective 10/01/08.
6. Approval of salary schedule.

BACKGROUND

The grant is a congressionally mandated grant awarded by the Department of Justice, Office of Justice Programs and is to be administered by the Texas Border Sheriffs' Coalition.

The grant period is September 01, 2008 through August 31, 2010.

No local cash match is required.

Fiscal Impact

Attachments

Link: tbsc.application

Link: tbsc.problem.statement

Link: tbsc.operation.notice.budget

Link: operation.budget.amend.

Link: operation.salary.schedule

Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Anacleto Martinez	Anacleto Martinez	09/17/2008 10:29 AM	APRV
2	Budget & Management	Veronica Lopez	09/17/2008 11:26 AM	APRV
3	Rey Salazar	Rey Salazar	09/19/2008 05:03 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Emilia Uriegas Started On: 09/17/2008 08:43 AM

Final Approval Date: 09/19/2008

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the Operation Linebacker-Hidalgo County project be operated for the period of September 1st 2008 through August 31st 2010; and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for the Operation Linebacker-Hidalgo County project to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on _____

Signed by:

_____
J.D. Salinas
Hidalgo County Judge

_____
Sylvia S. Handy
Commissioner, Pct. # 1

_____
Joe M. Flores
Commissioner, Pct. # 3

_____
Hector "Tito" Palacios
Commissioner, Pct. # 2

_____
Oscar L. Garza
Commissioner, Pct # 4

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 213
El Paso, TX 79902

Congressionally Mandated Grant
Grant Number 2008-DD-BX-0188
Sub-grant Number 2008-DD-BX Hidalgo County

Categorical Exclusion for Texas Border Sheriff's Coalition

Awards under this program will be used to develop national demonstration, training, and technical assistance programs.
None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1) New construction.
2) 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.
3) A renovation which will change the basic prior use of a facility or significantly change its size.
4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 213
El Paso, TX 79902

CONGRESSIONALLY MANDATED GRANT

OPERATION LINEBACKER

GRANT NUMBER: 2008-DD-BX-0188
SUB GRANT 2008-DD-BX-0188 Hidalgo County

OFFICE OF CIVIL RIGHTS

Congress has 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.

Ensuring Equal 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 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 the 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: htt;://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 awards 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
Civil Rights 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://ojp.usdoj.gov/ocr/etbo.htm.

State Administering Agencies and faith-based organizations would also note that the Omnibus Crime Control and Safe Streets Act of 1968, 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 applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statue 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 statues that prohibit discrimination in employment may be directed to the Department of Justice, Office of Justice Programs, Office of Civil Rights.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance 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, your organization, which is the 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©, 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

Civil Rights

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 might need to comply with an EEOP reporting requirement. However, if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the preparation and maintenance of an EEOP. Your organizations's EEOP requirement then, is simply to complete Section A of the Certification Form attesting to your organizations's status. You must return the Certification form to TBSC. The Certification Form is enclosed in this package.

(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.

Operation Linebacker-Congressionally Mandated Funds
DESIGNATION OF GRANT OFFICIALS

GRANT:	**2008-DD-BX-0188 Hidalgo County**

GRANT PERIOD:	**September 1, 2008 to August 31, 2010**

AGENCY NAME:	**Hidalgo County Sheriff's Office**

Grant Performance Officer	
Name	**Guadalupe " Lupe" Trevino**
Title	**Sheriff**
Official Mailing Address	**PO Box 1228** **Edinburg, Texas 78540**
Daytime Phone Number	**956-383-8114 ext 6003**
Fax Number	**956-393-6179**
E-mail Address	**sherifftrevino@hidalgoso.org**

Grant Financial Officer	
Name	**Ray Eufracio**
Title	**County Auditor**
Official Mailing Address	**2808 S. Business 281** **Edinburg, Texas 78539**
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**Ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official*	
Name	**J. D. Salinas**
Title	**County Judge**
Official Mailing Address	**PO Box 1356** **Edinburg, Texas 78539**
Daytime Phone Number	**956-318-2600**
Fax Number	**956-318-2699**
E-mail Address	**Jd.salinas@co.hidalgo.tx.us**

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.

EQUAL EMPLOYMENT **OPPORTUNITY PLAN (EEOP)** CERTIFICATION

(Complete SECTION A OR **SECTION** B below, as applicable. Complete ONLY ONE SECTION.)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, **Other - Congressionally Mandated Funds**

Grant Number: 2008-DD-BX-0188 Hidalgo County Federal Grant Award Amount: $ 249,100.00

Grantee/Organization Name : Hidalgo County Sheriff's Office

Address: PO Box 1228, Edinburg, Texas 78540

Contact Person: Guadalupe "Lupe" Trevino

Telephone #:956-383-8114 Fax #: 956-393-6179 E-mail address: sherifftrevino@hidalgoso.org

---

SECTION A. **CERTIFICATION (EEOP NOT REQUIRED)**

I_____ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

❑ ENTITY HAS LESS THAN 50 EMPLOYEES
❑ ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST $25,000
❑ ENTITY IS A NON-PROFIT ORGANIZATION
❑ ENTITY IS A MEDICAL INSTITUTION
❑ ENTITY IS AN INDIAN TRIBE
❑ ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Responsible Official] [Print Name and Title] [Date]

OR **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: **http:Ilwww.ojp.usdoj.govlocrleeop.htm)**

Certification Statement (**For Entities with 50 or more employees that receive a single grant or award of $25,000 or more):**

I, **Sheriff Guadalupe "Lupe" Trevino** _____ [responsible official], certify that the _____ Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of :

[agency/organization name], Hidalgo County Judges Office at[address] PO Box, 1356, Edinburg, Texas 78539

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives $500,000 or more through a single grant, or $1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Responsible Official] [Print Name and Title] [Date]

GUIDANCE FOR THE COMPLETION OF APPLICATION
SUB GRANT 2008-DD-BX-0188 Hidalgo County
Linebacker
Congressionally Mandated Funds

The following guide is provided to assist each Sheriff in completing the package for the Congressionally Mandated Funds. Anything not covered in this guidance should be addressed with the staff of the Texas Border Sheriff's Coalition.

1. You sub grant number will be 2008-DD-BX-0188 Hidalgo County.

2. The **SUB GRANT APPLICATION** page will list the pertinent items included in the package. You will note that many are provided by TBSC.

3. Designation of Grant Officials:
   The **AUTHORIZING OFFICIAL must be the COUNTY JUDGE.**
   The **GRANT PERFORMANCE OFFICER may be the Sheriff or his designee.**
   The **GRANT FINANCIAL OFFICER** is generally Auditor or Treasurer but please follow your county policies.

4. **ASSURANCES AND CERTIFICATIONS must be signed by the AUTHORIZING OFFICIAL (County Judge).**

5. **CIVIL RIGHTS** as provided by OJP does not require a signature but is covered under the signatures of the application by the **AUTHORIZING OFFICIAL and the GRANT PERFORMANCE OFFICER.**

6. **SPECIAL CONDITIONS AND THE CATEGORICAL EXCLUSION STATEMENTS from OJP are covered by the APPLICATION signatures and are a critical part of the application and procedure.**

7. The **TBSC STATEMENT OF THE PROBLEM and OBJECTIVES OF LINEBACKER** are provided by TBSC and your signatures concur with this grant submission to OJP which has been approved.

8. **GRANT APPROVAL FORM with GRANTEE ACCEPTANCE (County Judge must sign).**

9. Once TBSC receives the Grant Acceptance and the County Resolution, then and only then can funds be obligated from this grant. You may begin with a faxed copy but the ORIGINAL must follow immediately to TBSC for inclusion in the master file.

10. Each county is highly encouraged to track their own funds for what they have obligated. Reports from TBSC will be on approved reimbursements (expenditures).

Donald L. Reay
Executive Director
Texas Border Sheriff's Coalition

Jose Lopez
Financial Director
Texas Border Sheriff's Coalition

If you have any questions, please feel free to call. (915) 351-0621.

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 213
El Paso, TX 79902

Congressionally Mandated Grant
Grant Number 2008-DD-BX-0188

Sub-Grant Number 2008-DD-BX-0188 Hidalgo County

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, Audit 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. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

6. To promote information exchange and coordinate technical assistance, the Bureau of Justice Assistance requires grant recipients to obtain written approval from the BJA State Policy Advisor prior to using Federal grant funds to travel to non-OJP conferences and trainings.

7. "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the internet at www.lep.gov."

8. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES
performance Appraisal System for that year.

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 213
El Paso, TX 79902

Congressionally Mandated Grant
Grant Number 2008-DD-BX-0188
Sub-Grant 2008-DD-BX-0188 Hidalgo County

State of Texas Assurances and Certifications

Assurances

(1) RELATIVES. A sub-grantee must comply with the Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's contractor shall cote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. A sub-grantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. A sub-grantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise prohibited by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. A sub-grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the sub-grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the sub-grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

SUSPECTED CHILD ABUSE. A sub-grantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

(12) HIV/AIDS. Sub-grantees must adopt and implement applicable provisions of the model of HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Heath and Safety Code, Ann., Sec. 85.001, et seq.

(13) LEGAL AUTHORITY The applicant has the legal authority to apply to State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE.** The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for a violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING- The applicant certifies that:**

A. It will not use grant 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.
B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, an any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

This form includes Assurances and Certifications that must be read, signed, and submitted as part of the grant package.

Name of Applicant County	**Grant Program**
Hidalgo County	2008-DD-BX-0188 Hidalgo County
J.D. Salinas	County Judge
Typed Name of Authorized Official	**Title**
Signature of Authorized Official	**Date**

SUB GRANT ADJUSTMENT NOTICE

SUB GRANT OF TBSC GRANT

OPERATION LINEBACKER-CONGRESSIONALLY MANDATED FUNDS

Program Title:	OPERATION LINEBACKER
Funding Instrument:	Congressionally Mandated Funds
Administered by:	Texas Border Sheriff's Coalition 4141 Pinnacle, Ste 213 El Paso, Texas 79902
OJP Grant Number:	2008-DD-BX-0188 Hidalgo County
Recipient:	HIDALGO COUNTY
Amount of Grant:	$249,100.00
Period of Grant:	September 1, 2008 to August 31, 2010
Type of Action	ADJUSTMENT:

AGENCY APPROVAL
Donald L. Reay Executive Director Texas Border Sheriff's Coalition
Date:

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 213
El Paso, TX 79902

CONGRESSIONALLY MANDATED AWARD

LINEBACKER

2008-DD-BX-0188 HIDALGO COUNTY

APPLICANT: Hidalgo County Sheriff's Office

SHERIFF: Guadalupe "Lupe" Trevino

COUNTY: Hidalgo

ADDRESS: 711 El Cibolo Road, Edinburg, Texas 78540

PERIOD OF GRANT: September 1, 2008 through August 31, 2010

CHECKLIST OF CONTENTS:

_____ **Designation of Grant Officials. Authorizing Official (County Judge), Grant Performance Officer, Financial Officer**

_____ **Budget for Operation**

_____ **Assurances and Certifications. County Judge must sign as Authorizing Official. Includes state and federal requirements.**

_____ **Civil Rights as provided by Office of Justice Programs**

_____ **Special Conditions as set by Office of Justice Programs**

_____ **Categorical Exclusion Statement from Office of Justice Programs**

_____ **Objectives of Linebacker**

_____ **TBSC's Statement of the Problem as part of TBSC application**

_____ **Grant Approval Form with Grantee Acceptance (County Judge must sign)**

_____ **County Resolution from Commissioner's Court**

_____ Form for Sub Grantee Grant Adjustment approval. TBSC will provide format upon request and a justification will be required.

_____ Guidance Letter on completing the package.

CERTIFICATION:

The application constitutes the work plan for the participants in Operation Linebacker, and the Congressionally Mandated Award, as a sub grantee of 2008-DD-BX-0188, as administered by Texas Border Sheriff's Coalition. The undersigned agree to comply with all terms, conditions, and statements of work and objectives in the application package.

_____	_____	_____	_____
Authorized Official	**Date**	**Grant Performance Officer**	**Date**
County Judge		**(signature)**	
(signature)			

APPROVAL:

The attached application is approved.

_____	_____
Donald L. Reay	**Date**
Executive Director	
Texas Border Sheriff's Coalition	

Mail completed forms and application to:

Texas Border Sheriff's Coalition
4141 Pinnacle, Ste 213
El Paso, Texas 79902

NOTICE OF SUB GRANT AWARD

TEXAS BORDER SHERIFF'S COALITION

Program Title:	OPERATION LINEBACKER
Funding Instrument:	CONGRESSIONALLY MANDATED AWARD
Administered by:	TEXAS BORDER SHERIFF'S COALITION 4141 PINNACLE, STE 213 EL PASO, TEXAS 79902
Sub Grant Number	2008-DD-BX-0188 HIDALGO COUNTY
Recipient:	Hidalgo County
Amount of Grant:	$249,100.00
Period of Grant:	September 1, 2008 to August 31, 2010

AGENCY APPROVAL	GRANT ACCEPTANCE
Donald L. Reay Executive Director	Printed Name: J.D. Salinas Title: COUNTY JUDGE
Date:	Date:

Return Signed Original to:

Texas Border Sheriff's Coalition
4141 Pinnacle, Ste 213
El Paso, Texas 79902

Texas Border Sheriff's Coalition

"Operation Linebacker"

STATEMENT OF THE PROBLEM

The United States southern border represents areas facing major national law enforcement problems; they include but are not limited to: drug and human smuggling, violence by narco-terrorist groups, and the probability of illegal entry into the United States by terrorists.

The State of Texas shares a long wide-open border with Mexico. Using local law enforcement in the rural areas must be an option strongly considered to protect out country. The open territory along the border places the United States in a vulnerable position, one our known enemies may try to exploit.

Border security is a multi-dimensional problem that threatens both the safety of Texans and the security of our nation. Although border security is a federal responsibility, Texas has an obligation to protect its citizens. Al-Qaeda leadership plans to use criminal alien smuggling organizations to bring terrorist operatives across the border into the U.S. A vulnerable border also gives terrorists opportunities to smuggle weapons of mass destruction into the U.S. undetected. There can be no homeland security in Texas without border security.

Although the number of illegal aliens apprehended by Border Patrol is down overall, the threat of infiltration into human smuggling groups by extremists continues. The illegal aliens from countries other than Mexico (OTM's) are of major concern.

OTM's of particular concern are from countries with known al-Qaeda presence such as Iraq, Iran, Indonesia, Bangladesh, and the Triborder region of Latin America which lies between Brazil, Argentina, and Paraguay. The triborder region is a focal point of Islamic extremism.

Border Security is aggravated by the lack of federal detention space. Rather than being detained until an immigration court hearing, some OTM's are released on their own recognizance with orders to appear at a deportation hearing. In the McAllen Border Patrol Sector, more than 42,000 OTM's had been released in 2005 and the majority fail to appear in court. No show rates are almost 90% in Harlingen. Currently, Operation Streamline is active in the Del Rio and Laredo sectors. With this operation in place, all criminal aliens are being prosecuted, which is one step towards addressing the problem.

In addition to posing a threat to national security, the unsecured border threatens public safety. Local law enforcement has long been overwhelmed along the border. Events in Nuevo Laredo illustrate how powerful Mexican drug trafficking organizations torture, kidnap, and murder on both sides of the border. The citizens who live along the border suffer the daily consequences of drug related violence, robbery, burglary, and theft. These armed criminal organizations also prey upon aliens who cross the border in search of employment.

(*Source: Texas Governor Rick Perry, Border Security Plan for Texas*).

Like all border towns along the U.S./Mexico border, the neighboring cities in Mexico affect what happens in the United States. Crime in general, drug smuggling, drug cartel wars, human smuggling, and weapons trafficking all spill into the United States. The physical areas that are initially and largely affected by the illegal activity from neighboring Mexico are the border towns. For example, in Ciudad Juarez, neighboring El Paso County, there were 33 people killed between May 24th – May 26th, 2008. There have also been 380 murders (including 19 law enforcement officers) in Juarez since January 1, 2008!

PROGRAM DESIGN AND IMPLEMENTATION

Operation Linebacker will provide personnel and equipment paid for by the federal government to be used by the **Operation Linebacker Task Force (Texas Border Sheriff's Coalition)**.

The Task Force will provide enhanced law enforcement services assisting Customs and Border Protection units 2006-2010 strategic GOAL of **PREVENTING TERRORISM, STRENGTHENING OUR CONTROL OF THE UNITED STATES BORDER, and PROTECTING AMERICA AND ITS CITIZENS**. Part of the federal mission is to help stem the tide of illegal immigration across the Texas-Mexico border into the United States by anyone entering illegally. Specifically, Operation Linebacker will be utilized to provide enhanced law enforcement services to enforce Texas State law. Increased law enforcement presence deters all crime.

Goal:

The Sheriff's who live and work along the border must identify resources that are available for the protection of Texas communities. The Texas Border Sheriff's Coalition consists of Sheriff's Offices from 20 counties covering the Texas-Mexico border. In view of the options available, The Texas Border Sheriff's Coalition strongly believes in the GOAL to **operate a strong border defense**. This defense would consist of Customs and Border Protection, local law enforcement (Texas Border Sheriff's), and citizens from the area that will bear the brunt of insurgents in border crime and terrorist activities. **OPERATION LINEBACKER WILL UTILIZE TEXAS BORDER SHERIFF'S, WORKING CLOSELY WITH FEDERAL AND STATE PARTNERS TO PROVIDE ENHANCED LAW ENFORCEMENT STRATEGIES TO ENFORCE TEXAS STATE LAW.**

Objectives:

- **Utilize Additional local law enforcement personnel to provide enhanced law enforcement strategies in the State of Texas.** This effort will mirror the national CBP 2006-2010 Strategic Plan. It places extra (local) patrols as part of the enhanced law enforcement strategy. Operation Linebacker is an expanded version of operation Stonegarden, including more counties over a longer period of time. The federal funds would be used by the Texas Border Sheriff's Coalition to hire additional personnel and fund much needed equipment supplies and training. This would be an ongoing mission in which patrols can be increased. The Texas Border Sheriff's Coalition will sustain, and if possible increase the 62% reduction in Index Crime as reported by the Texas Governor's Office. The Coalition has exceeded its target from the previous grant. The Partnership between the Coalition, and Federal and State Agencies is a forced multiplier that has proven to be effective and needs to be sustained. This continued success can only be accomplished by the enhanced law enforcement services as deemed appropriate based on the specific threat.
- **Utilize community volunteers to supplement the efforts of local law enforcement to provide enhanced law enforcement services.** In order to accomplish this mission, Texas Sheriff's not only need the additional personnel, but also community volunteers in numerous roles to augment these efforts. They include Reserve Deputies, Citizens Police Academies, Volunteers, and Augmentees. All of them serving at the pleasure of the Sheriff and abiding by all of the rules and regulations set forth by each county and by state law. Each participating Sheriff's Office will utilize community volunteers to supplement local law enforcement efforts.

- **Ensure highly qualified well trained local law enforcement personnel.** Monies for training and advertising for necessary positions would be from federal funds provided for Operation Linebacker. It may be prescribed that one percent of the federal monies allocated to each Texas Border Sheriff will be specifically earmarked for training and advertising for those augmented elements (Reserve Deputies, Citizen Police Academies, and Volunteers). Deputies will be provided specialized training to ensure they can effectively respond to situations specific to their border area. 100% of Sheriff Deputies and supplemental law enforcement personnel will be highly qualified and trained to specifically deal with the law enforcement issues that may arise for each specific Texas border county. Training will also be provided in terrorist recognition characteristics.
- **Ensure Sheriff Deputies have the necessary Supplies, Materials and Equipment to respond to criminal activity and provide enhanced law enforcement services.** Each of the 20 participating Sheriff's Offices will be provided the necessary equipment (including vehicles), traditional law enforcement supplies and specialized law enforcement supplies to effectively respond to any incidents specific to the areas for which each Sheriff's Office serves. Equipment, supplies and materials will be tailored to the specific needs of each respective sheriff's office. 100% of participating law enforcement personnel will have the necessary supplies, materials and equipment to effectively implement Operation Linebacker.
- **Operation Linebacker will also ensure increased hiring and training of detention personnel.** Funds will be used for training detention personnel on how to effectively detain and transfer criminals. Because there will be increased patrols, the number of

inmates will also increase at county jails. For this reason, additional personnel will be needed in order to compensate for the influx of prisoners.

Specifically, funding will be utilized for:

- additional local law enforcement personnel
- local law enforcement overtime
- local law enforcement administrative support to ensure the accountability of funds
- traditional and specialized law enforcement supplies, materials and equipment
- law enforcement training
- overtime for detention personnel based on increased workload
- Additional Personnel for the Coalition Office to provide support financial oversight
- Additional Equipment, supplies and general operating expenses for the day-to-day implementation of Operation Linebacker
- Travel funds for the Coalition staff for grant monitoring purposes and Coalition meetings.

This solution has proven to be very effective and does work, as in June 2007, Governor Perry stated that crime in border areas was down approximately 60%. Operation Linebacker is helping to improve the capacity of local adult criminal justice systems along the border, and ensuring local law enforcement have the tools necessary to fight crime specific to their respective areas. For the period of 2005-2007, the Texas Governor's Office reported a reduction in Index Crime by 65% in the border area.

The Coalition will follow the same funding criteria being used by the National High Intensity Drug Trafficking Area (HIDTA) program. On the HIDTA funding mechanism, Congress approves and appropriates funds for all HIDTA's. The basis for funding is justified. The Office of National Drug Control Policy (ONDCP) is the federal agency that administers and

disperses these funds to all HIDTA's. Every HIDTA has an Executive Committee made up of heads of participating federal, state, and local Criminal Justice Agencies. Participating agencies submit budgets and their justification to the Executive Committee for the Committee's review and approval. Upon approval, the Committee examines and submits budgets and initiatives to Congress through ONDCP.

A HIDTA Director and his staff are appointed by the Executive Committee to oversee fiscal obligations and ensure grant guidelines are rigidly followed. Once Congress approves the budgets, the amount appropriated for each HIDTA by Congress cannot be reduced and the monies go directly to the participating agencies through ONDCP to be expended per his or her submission.

The Texas Border Sheriff's Coalition has formed an Executive Committee (participating sheriff's elected as officers/directors). The committee, made up of (7) Sheriff's:

1. Provide direction to the Executive Director and staff
2. Establish policies and procedures
3. Review funding requests
4. Conduct audits

Operation Linebacker is not a one time funding option. This is a federal initiative/task force utilizing local law enforcement resources to provide enhanced law enforcement services in the southern border. It must always be regarded as level funding for the Texas Border Sheriff's Coalition. The Texas Border Sheriff's Coalition will utilize the same funding mechanism to ensure all participating Sheriff's Offices are receiving the funding needed in order to tailor law enforcement services to enforce state law for Texas residents.

CAPABILITY AND COMPETENCIES

The Texas/Mexico border represents 1,276.7 river miles. Some of this area consists of medium to large urban areas. A majority is rural that is lightly populated. This provides numerous potential crossing sites in these regions that have been used for generations by smugglers to bring contraband into the United States.

Until recently, when contraband was thought of in reference to the border area, narcotics immediately came to mind. Now; however, we must have a different mind set because the contraband of the 21st century is people. Some are brought across the border to be used as slave labor. Others are sold as a commodity. The most serious concern is some are brought across to harm our nation. The smuggler works for money and our enemies have money. Money can easily provide a terrorist passage across the porous sections of our Texas southern border.

Customs and Border Protection (CBP), does an excellent job, however, they do not have sufficient personnel to protect the total border area. But, they do **remain the "First Line of Defense" against intrusions into the United States**. This line is holding but it is starting to bend and crack because of the numerous missions they have to perform.

The federal government's inability to fix this problem has placed more emphasis on enhanced local law enforcement services provided by **Texas Border Sheriff's**. In Texas, many counties rely solely on the Sheriff's Offices for protection. Sheriff's Offices operate with limited budgets and not enough manpower to be 100% effective against a terrorist intrusion. This does not mean they will not be effective, it means that they need additional monies for personnel, equipment, supplies, and training. It also means they have to re-examine strategies, partnerships, and mutual aid agreements. Operation Linebacker will not enforce Federal Immigration law. However, the reality is contraband, substances and people are being smuggled across the Texas/Mexico border. Additionally, illegal activity is occurring at alarming rates along the

Texas/Mexico border, and the 18 border counties do not have the resources necessary to effectively combat the additional crime. Operation Linebacker will provide Texas border sheriff's the equipment, supplies, training and personnel necessary to effectively combat crime and enforce Texas State law in each respective county. The participating Texas border sheriff's work in partnership focusing on investigating and deterring crime. The Texas border sheriff's do not focus on the nationality of criminals.

Task Force Merit

In El Paso, Texas in 2004, in cooperation with Customs and Border Protection, an operation was conducted that reduced illegal immigration, lowered the crime rate in the county, and was cost-effective. This operation was known as Operation Stonegarden.

Stongarden's operational concept was based on Customs Border Protection Services as the first line of defense with local laws enforcement **(El Paso County Sheriff's Office)** providing enhanced law enforcement services **(Linebacker).**

The cost to the El Paso County Sheriff's Office was approximately $412,000 to provide citizens with additional protection from crime and stopping illegal entry into the United States. This is a program that costs less than one half million dollars (with all personnel being paid overtime and gasoline and vehicle maintenance included). The estimated regular cost (no overtime) would be about $280,000.

The results of the operation included a 24% to 48% decrease in crime in most areas. Of national concern, this operation resulted in the interception of 500 undocumented men, women and children who had crossed into the United States in this sector illegally. This was accomplished in ONLY EIGHT WEEKS.

Citizens felt safer because they saw more Sheriff's units and deputies more frequently. But, they were truly safer because the crime rate went down and the enhanced law enforcement services **STOPPED** many of **those who made it into the United States Illegally.**

This project works and again was done with an investment of $412,000 payable to the El Paso County Sheriff's Office for eight weeks worth of work. The El Paso County Sheriff's Office used five extra units per shift to accomplish this mission. That's 15 extra units per day. The monies to pay for this operation came from Homeland Security Funds.

It must be noted this operation was **taxing to the officers working overtime**. What is needed is a specialized task force along the Texas/Mexico border 24/7.

The Texas Border Sheriff's Coalition became a recognized 501(c)(3) non-profit organization representing 16 Texas border sheriff's offices (later adding 4 additional border sheriff's) in 2006. The Coalition is a collaborative effort of local law enforcement agencies to provide enhanced law enforcement services to enforce Texas State law. In 2006 the Texas Border Sheriff's Coalition was awarded $4,936,140 in order to provide enhanced law enforcement services through Operation Linebacker. Because of this funding Texas border counties have seen a dramatic decrease in crime. The Texas Border Sheriff's Coalition provides a regional solution to a national problem.

EVALUATION

The Texas Border Sheriff's Coalition will conduct audits and monitor the progress of participating Sheriff's Offices on a regular basis. The Auditing team consists of the Executive Director, Financial Director and support personnel. The Audits will ensure funding is being utilized as approved during the initial budgeting process, and solely for Operation Linebacker purposes. The Auditing team will monitor crime rates, drug seizures, human smuggling rings,

and activity by narco-terrorist groups to ensure progress of Operation Linebacker (please see the included performance report). Members of the Coalition, and stakeholders will be kept informed of pertinent information to ensure the specific needs of each respective community are being met. The auditing team will ensure flexibility with regard to programmatic issues to ensure any emergency will be handled with the utmost importance and care. The Coalition has and will continue to collect reports on a regular basis to illustrate programmatic success and will make adjustments to the Operation Linebacker based on the specific needs of participating counties. Finally, the Coalition will ensure reports are submitted to the Federal Government on a regular basis, and as requested to ensure complete compliance with grant rules and regulations.

Sustainability

The Texas Border Sheriff's Coalition will ensure sustainability utilizing federal, state and local funds. As part of the Governors plan for border security, funding will be made available for Texas border sheriff's. In addition to actively soliciting federal, state and local funds, each participating sheriff's office will continue to implement Operation Linebacker utilizing each respective sheriff's office's local funds when feasible.

CONCLUSION

Our intelligence personnel are informing us that the enemy is learning to speak English and Spanish, are taking on the appearance of our southern neighbors, and are obtaining false citizenship documentation. The Texas Border Sheriff's Coalition is committed to being accountable to our communities and our nation to provide specialized law enforcement services. Texas Border Sheriff's know that the border can be penetrated, but that operations like Linebacker can help. Operation Linebacker is a concept strongly supported and recommended by each participating sheriff's office in the Texas Border Sheriff's Coalition.

Texas Border Sheriff's Coalition

"Operation Linebacker"

TIMELINE

GOAL: OPERATION LINEBACKER WILL UTILIZE TEXAS BORDER SHERIFF'S TO IMPLEMENT ENHANCED LAW ENFORCEMENT STRATEGIES TO ENFORCE TEXAS STATE LAW.

Objective: Utilize Additional local law enforcement personnel to provide enhanced law enforcement services.		
Activity	**Completion Date**	**Person/Organization Responsible**
Hire additional personnel to implement Operation Linebacker. This would be an ongoing mission in which patrols can be increased. There will be a 25% decrease in crimes along the border, as reported by each respective Sheriff's Office.	8/31/~~2009~~ 2010	Each Participating Sheriff
Purchase law enforcement equipment tailored to the specific needs of each participating sheriff's office.	8/31/~~2009~~ 2010	Each Participating Sheriff
Objective: Utilize community volunteers to supplement the efforts of local law enforcement to provide a second line of defense for border protection.		
Activity	**Completion**	**Person/Organization**

	Date	Responsible
Hire and train community volunteers including: Reserve Deputies, Citizens Police Academies, Volunteers, and Augmentees.	8/31/~~2009~~ 2010	Each Participating Sheriff

Objective: Ensure highly qualified well trained local law enforcement personnel.

Activity	Completion Date	Person/Organization Responsible
Deputies will be provided specialized training to ensure they can effectively respond to situations specific to their border area. 100% of Sheriff Deputies and supplemental law enforcement personnel will be highly qualified and trained to specifically deal with the law enforcement issues that may arise for each specific Texas border county.	8/31/~~2009~~ 2010	Each Participating Sheriff

Objective: Ensure Sheriff Deputies have the necessary Supplies, Materials and Equipment to respond to criminal activity and provide an effective second line of defense for border protection.

Activity	Completion Date	Person/Organization Responsible
Each of the 20 participating Sheriff's Offices will be provided the necessary equipment (including vehicles), traditional law enforcement supplies and specialized law enforcement supplies to effectively respond to any incidents specific to the areas for	8/31/~~2009~~ 2010	Each Participating Sheriff

which each Sheriff's Office serves. Equipment, supplies and materials will be tailored to the specific needs of each respective sheriff's office. 100% of participating law enforcement personnel will have the necessary supplies, materials and equipment to effectively implement Operation Linebacker.		

Objective: Operation Linebacker will help the Texas Border Sheriff's increase security at county jails.

Activity	Completion Date	Person/Organization Responsible
Hiring and training additional detention officers.	8/31/~~2009~~ 2010	Each Participating Sheriff

Department of Justice

Office of Justice Programs

Office of Communications

Washington, D.C. 20531

GRANT NOTIFICATION Grant Number: 2008-DD-BX-0188

Name Address of Recipient: Texas Border Sheriffs Coalition
4141 Pinnacle, Ste. 213

City, State Zip: El Paso, Texas 79902-1057

Recipient Project Director/Contact:
Donald Reay
Executive Director

Phone: (915) 351-0621

Title of Program: FY 08 Congressionally Mandated

Title of Project: FY 08 Congressionally Mandated

Amount of Award: $4,740,046 Date of Award: 08/25/2008

Awarding Agency: Bureau of Justice Assistance
Esmeralda C Womack

Supplement: No

Statutory Authority for Program: FY08(BJA - Byrne Discretionary Grants) P.L. 110-161

Impact/Focus: Local CFDA Number 16.580

Project Description:

The Edward Byrne Memorial Discretionary Grants Program (Byrne Discretionary Program) helps local communities improve the capacity of local justice systems and provides for national support efforts. This project is authorized and funded through a line item in the FY 08 Congressional Budget. Funds should be used for purposes recommended by Congress.

The Texas Border Sheriff's Coalition (TBSC) will continue supporting the State of Texas border security project titled, Operation Linebacker. The Coalition is comprised of sheriff's offices from 20 bordering counties along the Texas-Mexico border, which work cooperatively with local, state, and federal law enforcement to provide enhanced law enforcement services and extra patrols along the border. Operation Linebacker is an expanded version of Operation Stonegarden, comprising of additional counties that provide various support operations along the border. They will assist the TBSC in enforcing Texas state law by assisting Customs and Border Protection Units with additional overtime and equipment.

NCA/NCF

For more information about this grant, contact the Office of Justice Program's Office of Communications at 202/307-0703.

HIDALGO COUNTY SHERIFF'S OFFICE

Projecting Grant Periods: Start Date: 9/01/2008 End Date: 8/31/2009

	2008	**2009**						
Salary	44,777.00	46,344.00						
Longevity	300.00	360.00						
Benefits	9,828.88	10,406.88						
Health	4,164.00	4,164.00						
Life	33.00	33.00						
Certification	600.00	600.00						
Total Pay	59,702.88	61,907.88						
	82,665.36	161,912.76	244,578.12					

EXPLANATION 2008 **$82,665.36**

Anticipating Grant effective date 9/01/2008 - during said FY a total of 9 pay periods remain:

Per Deputy - 2296.26 per pay period x 9 ppp = $20666.34 x 4 deputies= $82665.36

Salary of 44,777.00 was divided by the number of pay period per year, $1722.00

Benefits of $14,925 divided by the number of pay period per year, $575 (59,702.88)

EXPLANATION 2009 **161,912.76**

FY 2009, a total of 17 pay period will be covered:

Per Deputy - 22381.07 per pay period x 17=$40,478.19 x 4 deputies+ $161,912.76

Total Combined Salaries/benefits= $244,578.12

Total Salaries/benefits $244,578.12

Balance for Supplies/Direct Operating Expenses: $4,521.88

Grant Awarded Funds: $249,100.00

Explaination of Supplies/Direct Operatiing Expenses

Tires (one set of tires per unit)	*$100 x 16 tires*	*$1,600.00*
Brakes	*$200 x 4 x 2 set per year*	*$1,600.00*
Lubricants	*$20 per oil change x 4 x 12 times per yr*	*$960.00*
Transmission luricants	*$90.25 x 4*	*$361.00*
	TOTAL	*$4,521.00*

HIDALGO County		
Personnel		
Name/Position	Computation	Cost
Senior Deputies	9/1/2008 to 12/31/2008 (4) Sr. Deputies @ $1,723 per pay period X 4 deputies X 9 pay periods	$61,998.84
Senior Deputies	1/1/2009 to 8/31/2009 (4) Sr. Deputies @ $1,782.46 per pay period X 4 deputies X 17 pay periods	$121,207.28
	SUBTOTAL	$183,206.12
	TOTAL Personnel	$183,206.12
Fringe Benefits		
Name/Position	Computation	Cost
Senior Deputies	Includes Longevity, benefits, health insurance, life insurance, and certification ($14,925.88/26 pay periods = $574.07 x 4 deputies x 9 pay periods = $20,666.52)	$20,666.52
Senior Deputies	Includes Longevity, benefits, health insurance, life insurance, and certification ($15,563.88/26 pay periods = $598.61 x 4 deputies x 17 pay periods = $40,705.48	$40,705.48
	SUBTOTAL	$61,372
	TOTAL Personnel and Fringe Benefits	$244,578.12
Supplies		
Supplies Item	Computation	Cost
Tires	@ $100 X 16	$1,600
Brakes	@$200 X 4 X 2 sets per year	$1,600
Maintenance	Lubricants ($20/oil change x 4 vehicles x 12 times per year = $960)	$960
Maintenance	Transmission Lubricants ($90.25 x 4 = $361)	$361
	TOTAL	$4,521
	HIDALGO County TOTAL	$249,100

DATE: September 16, 2008

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: TBSC Operation Linebacker Federal Grant

ACCOUNT NUMBER: 8-1284-421-00-280-038-0-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
8-1284-421-00-280-038-0-113	Salaries	183,207.00
8-1284-421-00-280-038-0-115	Longevity	1,360.00
8-1284-421-00-280-038-0-117	Supplemental Pay	2,400.00
8-1284-421-00-280-038-0-211	Health Insurance	16,656.00
8-1284-421-00-280-038-0-212	Life Insurance	132.00
8-1284-421-00-280-038-0-220	FICA	14,303.00
8-1284-421-00-280-038-0-230	Retirement	16,416.00
8-1284-421-00-280-038-0-250	Unemployement Compensation	1,579.00
8-1284-421-00-280-038-0-260	Workers' Compensation	8,526.00
8-1284-421-00-280-038-0-681	Vehicles Parts & Supplies	1,880.00
8-1284-421-00-280-038-0-683	Lubricants	1,041.00
8-1284-421-00-280-038-0-684	Tires and Tubes	1,600.00
	TOTAL APPROPRIATIONS	249,100.00
8-1284-331-10-280-038-0-000	TBSC Operation Linebacker Federal	249,100.00
	TOTAL REVENUES	249,100.00

REASON: To appropriate budget for the TBSC Operation Linebacker Federal Grant awarded by the Department of Justice, Office of Justice Programs and administered by the Texas Border Sheriffs' Coalition.

Sub Grant Number: 2008-DD-BX-0188 Grant Period: 09/01/08 to 08/31/10.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1284-421-00-280-038-0
TBSC Operation Linebacker Federal

AI-

Slot #	Obj Code	POSITION TITLE	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
				Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DEPUTY SHERIFF STEP II	$39,300.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,360.00
0002	113	SR. DEPUTY SHERIFF STEP I	$41,800.00	$240.00	$0.00	$0.00	$0.00	$0.00	$42,040.00
0003	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$39,200.00
0004	113	SR. DEPUTY SHERIFF STEP I	$41,800.00	$240.00	$0.00	$0.00	$0.00	$0.00	$42,040.00
		TOTAL	$160,900.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$162,640.00

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, September 23, 2008

Agenda Item: 15-A

Summary of request/proposal:
Approval to Accept Texas Border Sheriffs Coalition Operation Linebacker Grant. Approval of Salary Schedule.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1284	Deputy Sheriffs Step II	0001	113	39,300.00	0.00	39,300.00
1284	Sr.Deputy Sheriff Step I	0002	113	41,800.00	0.00	41,800.00
1284	Deputy Sheriffs Step I	0003	113	38,000.00	0.00	38,000.00
1284	Sr.Deputy Sheriff Step I	0004	113	41,800.00	0.00	41,800.00
				160,900.00	0.00	160,900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
8-1284-421-00-280-038-0-	113	TBSC OPERATION LINEBA PERM F/T EMPLOYEES	$54,042.75
8-1284-421-00-280-038-0-	115	TBSC OPERATION LINEBA LONGEVITY	$157.50
8-1284-421-00-280-038-0-	211	TBSC OPERATION LINEBA HEALTH INSURANCE	$1,398.60
8-1284-421-00-280-038-0-	212	TBSC OPERATION LINEBA LIFE INSURANCE	$11.08
8-1284-421-00-280-038-0-	220	TBSC OPERATION LINEBA FICA	$4,134.27
8-1284-421-00-280-038-0-	230	TBSC OPERATION LINEBA RETIREMENT	$4,744.95
8-1284-421-00-280-038-0-	250	TBSC OPERATION LINEBA UNEMPLOYMENT COMP	$270.21
8-1284-421-00-280-038-0-	260	TBSC OPERATION LINEBA WORKER'S COMP	$226.98
		2008 Budgetary Impact	$64,986.34

2009 Budgetary Impact: **N/A**

Possible Funding Sources: **To be funded 100% from the grant.**

Budget Office Recommendation:

Hidalgo Co. Budget Office

AI-11193 **15.B.**

Sheriff's Office--Chief Deputy Martinez

CC REGULAR

Date: 09/23/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2009.

BACKGROUND

We are requesting approval of the attached Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2009 and are to be charged for service or two (2) attempts of service.

Note: Fees are required to be approved by Commissioners' Court on or before October 01, 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of fee schedule requires no funding.

Attachments

Link: 2009fee.schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/17/2008 10:27 AM	APRV
2	Budget & Management	Veronica Lopez	09/17/2008 11:26 AM	APRV
3	Rey Salazar	Rey Salazar	09/19/2008 08:47 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Emilia Uriegas — Started On: 09/16/2008 04:06 PM

Final Approval Date: 09/19/2008

COUNTY OF HIDALGO
FEE SCHEDULE--SHERIFF AND CONSTABLES

	JUSTICE OF THE PEACE	2008 RATES	PROPOSED 2009 RATES	APPROVED 2009 RATES
1	CITATION	60.00	60.00	
2	CITATION SCIRE FACIAS	200.00	200.00	
3	DISTRESS WARRANT	75.00	75.00	
4	FORCIBLE ENTRY AND DETAINER	60.00	60.00	
5	INJUNCTION	60.00	60.00	
6	NOTICE	60.00	60.00	
7	SUBPOENA--CIVIL	60.00	60.00	
8	SUBPOENA DUCES TETUM--CIVIL	60.00	60.00	
9	ORDER OF SALE	200.00	200.00	
10	TEMPORARY RESTRAINING ORDER	70.00	70.00	
11	WRIT OF ATTACHMENT--PERSON	80.00	80.00	
12	WRIT OF ATTACHMENT--PROPERTY	200.00	200.00	
13	WRIT OF EXECUTION	200.00	200.00	
14	WRIT OF GARNISHMENT	70.00	70.00	
15	WRIT OF HABEAS CORPUS	70.00	70.00	
16	WRIT OF POSSESSION	200.00	200.00	
17	WRIT OF RESTITUTION	200.00	200.00	
18	WRIT OF SEQUESTRATION	200.00	200.00	
19	LEVY	20.00	20.00	
20	DEEDS	25.00	25.00	
21	NOTICE OF SALE	50.00	50.00	
22	LEVY, DEED, AND NOTICE PACKAGE	70.00	70.00	
	SMALL CLAIMS COURTS			
1	NOTICE	50.00	50.00	
2	SMALL CLAIM	50.00	50.00	
3	SUBPOENA--CIVIL	50.00	50.00	
4	SUBPOENA DUCES TECUM--CIVIL	50.00	50.00	
	MISCELLANEOUS FEES			
1	CLEARANCE LETTER	5.00	5.00	
2	INSURANCE REPORTS	1.00	1.00	
3	VIDEO TAPE COPY	55.00	55.00	
4	VIDEO PRINT PICTURE (EACH)	2.00	2.00	
5	35mm PICTURE (EACH)	2.00	2.00	
6	PROCESS BY CERTIFIED MAIL (MAIL CHARGE)	15.00	15.00	
7	BRADY BILL	10.00	10.00	
8	FINGERPRINTING	10.00	10.00	
9	FIRING RANGE USAGE	25.00	25.00	
10	COPY OF CAPIAS (PER PAGE)	2.00	2.00	
11	ALL OTHER COPIES (PER PAGE)	1.00	1.00	
12	RETURNED CHECK FEE	30.00	30.00	
13	PICTURE I.D. FEE	5.00	5.00	
14	AUDIO TAPE OF 911 RECORDING (PER INCIDENT)	20.00	20.00	
	NON OPEN RECORDS REPORTS			

COUNTY OF HIDALGO
FEE SCHEDULE--SHERIFF AND CONSTABLES

	COUNTY AND DISTRICT COURTS	2008 RATES	PROPOSED 2009 RATES	APPROVED 2009 RATES
1	CITATION	60.00	60.00	
2	CITATION BY CERTIFIED MAIL	60.00	60.00	
3	CITATION BY POSTING	50.00	50.00	
4	CITATION BY PUBLICATION	50.00	50.00	
5	CITATION BY SCIRE FACIAS	200.00	200.00	
6	DISTRESS WARRANT	75.00	75.00	
7	FORCIBLE ENTRY AND DETAINER	60.00	60.00	
8	INJUNCTION	60.00	60.00	
9	NOTICE	60.00	60.00	
10	NOTICE BY PUBLICATION	50.00	50.00	
11	NOTICE OF TRUSTEE SALE	30.00	30.00	
12	NOTICE TO TAKE DEPOSITION	60.00	60.00	
13	ORDER	60.00	60.00	
14	ORDER OF SALE	200.00	200.00	
15	PRECEPT TO SERVE	60.00	60.00	
16	SUBPOENA--CIVIL	60.00	60.00	
17	SUBPOENA DUCES TECUM--CIVIL	60.00	60.00	
18	SUMMONS	60.00	60.00	
19	TAX WARRANT	200.00	200.00	
20	TEMPORARY PROTECTIVE ORDER (NOTE: IF FILED UNDER FAMILY LAW CHAPTER 71, NO FEE)	70.00	70.00	
21	TEMPORARY RESTRAINING ORDER	70.00	70.00	
22	WRIT OF ATTACHMENT--PERSON	80.00	80.00	
23	WRIT OF ATTACHMENT--PROPERTY	200.00	200.00	
24	WRIT OF EXECUTION	200.00	200.00	
25	WRIT OF GARNISHMENT	70.00	70.00	
26	WRIT OF HABEAS CORPUS	70.00	70.00	
27	WRIT OF POSSESSION	200.00	200.00	
28	WRIT OF RESTITUTION	200.00	200.00	
29	WRIT OF SEQUESTRATION	200.00	200.00	
30	LEVY	20.00	20.00	
31	DEEDS	25.00	25.00	
32	NOTICE OF SALE	50.00	50.00	
33	LEVY, DEED, AND NOTICE PACKAGE	70.00	70.00	

NOTE: AFTER TWO (2) UNSUCCESSFUL ATTEMPTS OF SERVICE, THE FEE AMOUNT FOR THE SERVICE OF PROCESS IS TO BE COLLECTED.

REVIEWED, APPROVED, AND ADOPTED BY THE HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 23, 2008. SUPERSEDES PREVIOUS COURT ORDER REGARDING THESE FEES AND WILL GO INTO EFFECT ON JANUARY 01, 2009.

AI-11253 **16.A.**

Approval of Payment - FM 2061 Parcel 10
CC REGULAR

Date: 09/23/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Consideration, and approval to purchase a certain tract of land described as Parcel # 10 for the FM 2061 - Jackson Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-126-20-000-004-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

TxDot Reimbursable Project

Attachments

Link: Pay Memo
Link: Settlement Statement
Link: TOV & Settlement Agmt
Link: Appraisal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 07:39 AM	APRV
2	Dale Kennan	Dale Kennan	09/18/2008 09:50 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:46 PM	APRV
4	Joy Hsu		09/19/2008 05:14 PM	NEW
Form Started By: Sandra Garcia			Started On: 09/17/2008 04:26 PM	
Final Approval Date: 09/19/2008				

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

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

From: Sandra Garcia
Right of Way Department

Date: September 15, 2008

Re: FM 2061- Jackson Road
Parcels # 10 — Hashem M. Baker

Commissioner Palacios,

Attached please find a copy of the unrecorded deed, tabulation of value, a copy of the 1099S form signed by Mr. Hashem M. Baker, and the settlement statement on the above-mentioned parcel. A check in the amount of $2,345.00 needs to be paid to Mr. Hashem M. Baker for Right of Way acquisition on this project. Also, we are requesting a check in the amount of $234.00 made payable to Edwards Abstract and Title Company for the expense of the Title Policy for the above mentioned parcel. The Original deed will be held by the title company and recorded as soon as payment to the landowner is processed. **PLEASE HOLD CHECKS SO THAT WE MAY PICK THEM UP.**

(Commissioners Court approved this project for acquisition on June 14, 2005)

Should you have any questions, please call.

Thanks,

Sandra Garcia

Approved_____
Hector "Tito" Palacios

_____
Jose N. Pena

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

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation

Form ROW-N-14
Rev. 8/2003
Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142, ROW-N-12PT,ROW-N-14, ROW-N-141, and ROW-N-142
GSD-EPC

DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, HASHEM M. BAKER, joined herein by my spouse, SANDRA BAKER of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWO THOUSAND THREE HUNDRED FORTY-FIVE AND NO/100THS Dollars ($ 2,345.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None.

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

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

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

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

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of May, 2008.

_____ _____

_____ _____

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on MAY 13, 2008

by HASHEM M. BAKER and SANDRA BAKER.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
08-06-2009

Roy Gonzales
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by

_____, _____

of _____,

a _____ corporation, on behalf of said corporation.

_____
Notary Public's Signature

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 10
Property Description

Being 747 square feet of land more or less, out of a 5.00 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lots 1 and 2, G and A Subdivision** as recorded in Volume 27, Page 88B, Map Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Piccirillo Investments, LLC** in a document recorded in Document No. 1215987, Hidalgo County Deed Records and said 747 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

N 81° 28' 21" W, along the north line of said Lot 7, a distance of 1,403.27 feet to a ½" iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road) for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, continuing along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31' 39" W, at 74.69 feet pass the common line of said Lots 1 and 2, G and A Subdivision, a total distance 149.36 feet to a ½" iron rod set on the south line of said Lot 2 and the north line of Lot 3, G and A Subdivision for the southeast corner of this tract;

(2) THENCE, continuing along the said common line of Lots 2 and 3, G and A Subdivision, N 81° 28' 21" W, a distance of 5.00 feet to a ½" iron rod set on the existing east right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, continuing along the existing east right-of-way line of FM 2061 (Jackson Road) and parallel to the proposed east right-of-way line of FM 2061 (Jackson Road), N 08° 31' 39" E, at 74.67 feet pass the common line of said Lots 1 and 2, G and A Subdivision, a total distance of 149.36 feet to a ½" iron rod set on the north line of Lot 7, Block 10 and the north line of said Lot 1, G. A. Subdivision for the northwest corner of this tract;

(4) THENCE, continuing along the common north line of said Lot 7, Block 10, A. J. McColl Subdivision and Lot 1, G and A Subdivision, S 81° 28' 21" E, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 747 square feet of land, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1078786.4513 and Y = 16581047.6690; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

1/21/05

James Aranda, R.P.L.S. Date
Texas Registration No. 4442

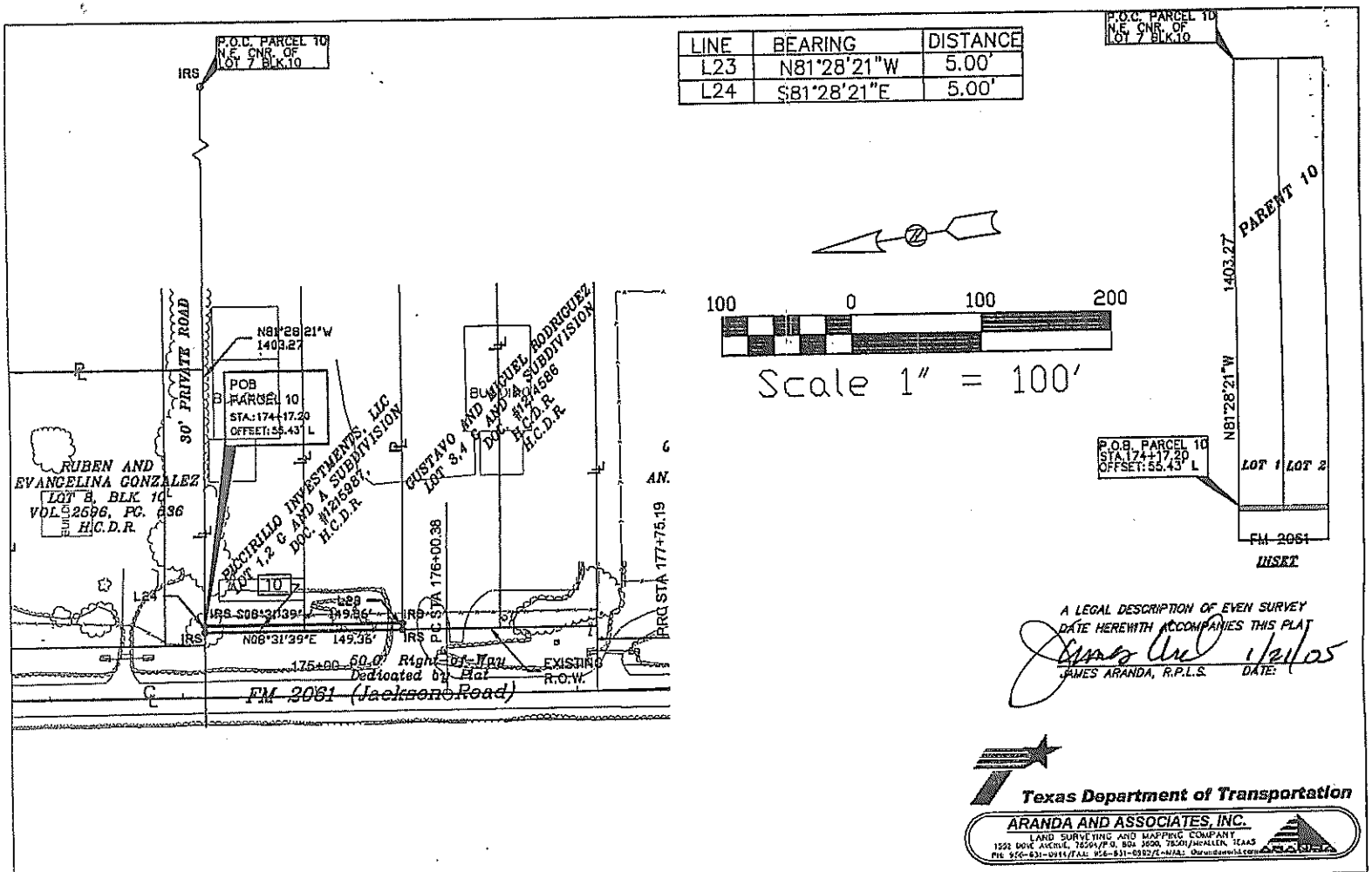
R.P.L.S. SEAL

Parcel Name: PARCEL 10

North: 16581047.6690 East : 1078786.4513
Line Course: S 08-31-39 W Length: 149.36
North: 16580899.9602 East : 1078764.3036
Line Course: N 81-28-21 W Length: 5.00
North: 16580900.7016 East : 1078759.3588
Line Course: N 08-31-39 E Length: 149.36
North: 16581048.4104 East : 1078781.5066
Line Course: S 81-28-21 E Length: 5.00
North: 16581047.6690 East : 1078786.4513

Perimeter: 308.72 Area: 747 sq. ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000



LINE	BEARING	DISTANCE
L23	N81°28'21"W	5.00'
L24	S81°28'21"E	5.00'

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA, R.P.L.S. DATE: 1/21/05

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1502 DOVE AVENUE, 78504/P.O. BOX 3600, 78501/McALLEN, TEXAS
PH. 956-631-0944/FAX 956-631-0502/E-MAIL: Arandaassoc1@aol.com

NOTE:
1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99993600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
EXIST. ALLEY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
CENTER LINE		BEGINNING OF PROJECT	B.O.P.
CONDOM OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET	
PARCEL NUMBER	(10)	W/ ALUMINUM DISK	IRS
EXISTING CENTERLINE		IRON ROD FOUND	IR
PROPOSED CENTERLINE		IRON ROD FOUND	IRF
CENTERLINE	CL	W/CAP "ILLEGIBLE"	
COTTON PICKER SPINDLE SET	CPS	"X" CUT ON CONCRETE	"X"

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 10	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED
ROW ACQUISITION		SHEET NO.
747 Sq. Ft./0.02 ac.		Page 4 of 4 Pages

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 11/30/2009)

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
744847		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
St.TX Hid.Cty R-O-W Dept *509 East Earling, San Juan, TX 77589*	*Hashem M. Baker* *4521 South Jackson Road, Pharr, TX 78577*	

G. Property Location:	H. Settlement Agent:	Rescission Date:
Parcel 10-Jackson Road Project *Pharr, TX 78577* *Hidalgo County*	*Atlas & Hall, L.L.P.* *TIN: 74-1210059*	
	Place of Settlement: *818 Pecan* *McAllen, TX 78501*	I. Settlement Date: *05/08/2008*

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	$2,345.00	401. Contract sales price	$2,345.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	$234.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	$2,579.00	**420. Gross Amount Due To Seller**	$2,345.00
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		**520. Total Reduction Amount Due Seller**	
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross amount due from borrower (line 120)	$2,579.00	601. Gross amount due to seller (line 420)	$2,345.00
302. Less amount paid by/for borrower (line 220)	( )	602. Less reductions in amt. due seller (line 520)	( )
303. Cash ☒ **From** ☐ **To Borrower**	$2,579.00	**603. Cash** ☒ **To** ☐ **From Seller**	$2,345.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges

		Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $	@ %=		
Division of Commission (line 700) as follows:			
701. $	to		
702. $	to		
703. Commission paid at Settlement			
704.			
800. Items Payable In Connection With Loan			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee	to		
807. Assumption Fee			
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
818.			
819.			
820.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from to	@$ /day		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
904.	years to		
905.			
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @$ per month		
1002. Mortgage insurance	months @$ per month		
1003. City property taxes	months @$ per month		
1004. County property taxes	months @$ per month		
1005. Annual assessments	months @$ per month		
1006.	months @$ per month		
1007.	months @$ per month		
1008.	months @$ per month		
1009. Aggregate Accounting Escrow Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to *Atlas & Hall, L.L.P. (POC)*		
(includes above items numbers:	)		
1108. Title insurance	to *Edwards Abstract and Title Co.*	*$229.00*	
(includes above items numbers:	)		
1109. Lender's coverage	$		
1110. Owner's coverage	$ *$2,345.00*		
1111. *Policy Guaranty Fees to Edwards Abstract*		*$5.00*	
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed $	; Mortgage $; Releases $		
1202. City/county tax/stamps: Deed $	; Mortgage $		
1203. State tax/stamps: Deed $	; Mortgage $		
1204. *Recording Fees - $120.00 - POC- Borrower*			
1205.			
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest inspection	to		
1303.			
1304.			
1305.			
1306.			
1307.			
400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		*$234.00*	

ROW-A-1C
Rev. 10/2005
ROWIS

TABULATION OF VALUES

Parcel: 10 Highway: FM 2061 ROW CSJ: 1939-02-021

Taking Type: Partial Taking
Size of Remainder: 4.93000 Acres
Type of Property: Commercial
Contract Fencing: Undetermined
Appraised by: Leonel, III Garza
Date Appraised: 01/03/2006
Access will be **Partially Permitted**

District: Pharr
County: HIDALGO
Federal Project:

Agency	Participating Percentage	Expense Description
County - HIDALGO	100.0000	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Baker, Hashem M	Fee Simple	747.00000 Sq Feet	$670.00	Undetermined

I. Total Approved Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$670.00	$675.00	$0.00	$0.00	$1,345.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A	Drive	Asphalt	$175.00	$88.00	Not Applicable
B	Signs-on premise	Wood Frame	$500.00	$50.00	Not Applicable
		Total:	$675.00	$138.00	

III. Damages and Enhancements

Non-Exempt Damages	Exempt Damages	Enhancements	Net Damages
$0.00	$0.00	$0.00	$0.00

TABULATION OF VALUES (continued)

Parcel: 10 Highway: FM 2061 ROW CSJ: 1939-02-021

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
		Total:	$0.00	$0.00	

TABULATION OF VALUES (continued)

Parcel: 10 Highway: FM 2061 ROW CSJ: 1939-02-021

V. Recapitulation

Date:		01/03/2006		Recommended Value
Appraiser's Name:		Leonel, III Garza		
Appraisal Type:		Initial Appraisal		
Value of Whole Property:				
Parcel Area ac.	747.00000 Sq Feet			
VALUE FOR PARCEL		$670.00		$670.00
Land: per.		$33500.00/Sq Feet		
Easement				
Improvements		$675.00		$675.00
Net Damages or (Enhancements)				
OAS Values(s)				
TOTAL COMPENSATION		$1,345.00		$1,345.00

VI. Comments and Conclusions on Values in the Appraisal Report

Parcel 10 is a partial taking of 747 s.f. out of a whole property consisting of 5.00 acres and being a part of Lots 1&2 of the G&A Subdivision, Hidalgo County. Said tract is further described as being conveyed to Piccirillo Investments, LLC recorded in the Official Records of Hidalgo County Texas. Land size of the remainder is 4.98 acres.

The whole property is located along the on South Jackson Road, in Hidalgo County. The whole property is improved with a used car lot and the highest and best of the whole property is for continued commercial use.

For valuation purposes, an economic unit of 5.00 acres is calculated based on market trends on this project. Therefore, the appraiser selects three (3) land comparables located either on FM 2061 or in close proximity to FM 2061 and considered to be within the established market area of the subject property. The taking is properly valued as a pro-rata part of the economic unit at $33,500 per acre. The appraiser utilizes the sales comparison approach to value the whole property and relies on this approach in the final analysis. The remainder property's highest and best use is the same as for the whole property and the land value is equal to the acreage value of the whole property after the taking. Since no change in highest and best use has occurred after the acquisition, damages to the remainder property are not applicable.

A section of the property's asphalt paving and a small wooden trade sign are located within the proposed acquisition. The appraiser utilized cost information form local contractors to establish values for both items.

Based on a review of the appraisal report and knowledge of the market in the area of this project, it appears that the total compensation of $1,345 represents current market value.

TABULATION OF VALUES (continued)

Parcel: 10 Highway: FM 2061 ROW CSJ: 1939-02-021

VII. Justification and Explanation for Credit if Retained

All improvements are considered non-salable and as such a retention value is assigned to each.

ROW-A-10
Rev. 10/2005
ROWIS

TABULATION OF VALUES (continued)

Parcel: **10** Highway: **FM 2061** ROW CSJ: **1939-02-021**

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraiser's Statements

District Reviewing Appraiser's Statement

The recommended value on this form is my opinion of value for the parcel and was reached independently based on appraisals and other factual data without collaboration or direction. An on-the-ground inspection of the parcel was made and comparables in the area were inspected. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items which are compensable under the State law.

District Reviewing Appraiser — Date: 9/20/07

Contract Reviewing Appraiser's Statement (if applicable)

The recommended value on this form is my opinion of value for the parcel and was reached independently based on appraisals and other factual data without collaboration or direction. An on-the-ground inspection of the parcel was made and comparables in the area were inspected. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items which are compensable under the State law.

Contract Reviewing Appraiser — Date

Division Reviewing Appraiser's Statement (if applicable)

Values contained is this form are my opinion of value for the parcel and was reached independently based on appraisals and other factual data including the District's reviewer's inspection, analysis and recommendation and on-the-ground knowledge and without collaboration or direction. I have not direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. It is my understanding that the parcel may be used in connection with a Federal-Aid Right of Way Highway Project. To the best of my knowledge, the value does not include any items which are compensable under the State law.

Division Reviewing Appraiser — Date

X. Approval of Values

County/City Representative — Date

Juliana M. Donaldy — 9/20/07

District Engineer — Date

October 23, 2007

Hashem M. Baker
4521 South Jackson Road
Pharr, Texas 78577

Hidalgo County Right of Way
509 E. Earling Road
San Juan, Texas 78589

Re: Jackson Road Project
Parcel # 10

Dear Mr. Gonzales,

Pursuant to my earlier conversations with you, we would like to request a counter offer to your earlier proposal concerning the acquisition of the referenced tract. Specifically, I am proposing a price of $2,345.00 for Parcel # 10. I believe these values are more in line with the recent sales in the immediate vicinity.

I am willing to sign a Warranty Deed upon my receipt of written acceptance of my counter offer, thereby avoiding the delay and expense of formal condemnation proceedings.

This offer will remain open for acceptance for a 30 day period from date hereof. Please contact me at your earliest convenience should you have any questions or comments regarding the above. With best regards, I remain.

Yours truly,

Hashem M. Baker

RECEIVED
OCT 23 2007
RIGHT OF WAY DEPT.

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

October 23, 2007

Ms. Luana Gonzalez
District Right of Way Administrator
Texas Department of Transportation
P. O. Box 1717
Pharr, Texas 78577-1717

Re: County: Hidalgo
TxDot CSJ #1939-02-021
Highway: FM 2061 (Jackson Road)
From 1.5 Mi South of Ridge Road to FM 3072
Parcel # 10

Dear Ms. Gonzalez,

Attached herewith please find a counter offer as submitted by Mr. Hashem M. Baker owner of Parcel # 10. Mr. Joe Pena has reviewed the aforementioned and hereby does recommend approval as petitioned.

Should you have any questions after reviewing the attached document, please feel free to call me at the office (956) 283-8134 or my cell (956) 289-9662.

Respectfully,

Roy Gonzales
Right of Way Agent
Hidalgo County Right of Way Department.

Attachments: (as noted)
cc: Commissioner Hector "Tito" Palacios, Pct. 2
Joe N. Pena, ROW Director

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

October 26, 2007

Mr. Joe Pena,
Director Hidalgo County ROW Department
509 E. Earling Road
San Juan, Texas 78589

RE: Counteroffer Acceptance
CSJ: 1939-02-021
FM 2061
FROM: Ridge Road
TO: FM 3072
Parcel: 10

Mr. Pena,

After reviewing the counteroffer submitted to your office by the property owner of the above captioned project and parcel, it is this District Evaluation Team's recommendation to accept said counter offer based on cost savings to the State if eminent domain proceedings are avoided.

Please proceed with your acquisition negotiations based on this acceptance of the property owner's counteroffer.

Should you have any questions or comments please feel free to call Ramon Jimenez Jr. at (956) 702-6287.

Sincerely,

Luana M. Gonzalez
Pharr District ROW Administrator

cc: File

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

Date: 10/29/07

Mr. Hashem M. Baker
4521 South Jackson Road
Pharr, Texas 78577

Re: **Administrative Settlement Approval**
Account No.: CSJ: 1939-02-021
Parcel No.: 3
District: Pharr

Dear Mr. Baker:

The Texas Department of Transportation Right of Way Administrative Settlement Evaluation Team has reviewed your counter offer and the accompanying documentation. Based on this information and other pertinent data, it has been determined that $2,345.00 is an amount that can be supported and is offered to you in an attempt to settle this acquisition. This offer is made available to you for a period of five business days from the date of this letter. If you choose to accept this settlement offer, please notify Roy Gonzales at (956-283-8134) or my cell (956) 289-9662.

If improvements are retained, the retention value will be subtracted from the total settlement amount.

If this administrative offer to settle is rejected, a final offer letter will be forwarded to you in accordance with our procedures. This final offer will be made in the amount of the original offer.

We would like to thank you for your effort and cooperation in attempting to settle this acquisition in order to expedite this much needed project.

Sincerely,

Roy Gonzales

Roy Gonzales, Right of Way Agent
Hidalgo County Right of Way Department

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

Co. Row

ROW-A-6
(Rev. 7/2004)
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	4521 South Jackson Road, Pharr, Texas.	Account:	N/A
Property Owner:	Hashem M. Baker	Parcel:	10 (Updated: 09/18/2007)
Address of Property Owner:	4521 South Jackson Road, Pharr, Texas.	CSJ:	1939-02-021
Occupant's Name:	South Jackson Auto Parts	Federal Project No:	N/A
Whole: ☐	Partial: ☑ Acquisition	Highway: FM 2061	County: Hidalgo County

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is $1,345 as of January 6, 2006 based upon my independent appraisal and the exercise of my professional judgment; on January 6, 2006, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hashem M. Baker, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 15, 2006 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number

September 18, 2007
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

District Reviewing Appraiser — Date 9/20/07

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right-of-Way Department under the direction of Precinct No. 2, and others which would be involved with the acquisition of said proposed right-of-way along South Jackson Road. The part to be acquired is for the expansion of the existing road right-of-way of South Jackson Road with the project limits being from Dicker Road to just south of Orangewood Road within the city of Pharr. The intended use of the report is to assist Joe Pena, Director of the Right-of-Way Department of Hidalgo County and others involved with the project, for future negotiations of acquiring all or part of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004.

The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include other governmental entities which may be participating in the project. Joe Pena is the Director of the Right-of-Way Department of Hidalgo County, who has a local office established at Precinct No. 2, located at 301 E. State Avenue, Pharr, Texas 78577. Mr. Pena, shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Pena can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated November 3, 2005 on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Aranda and Associates, Inc of McAllen, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record.

Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements and project influence (if any exist).

The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the Hidalgo County Appraisal District, if they are affected by the part to be acquired.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report was returned unclaimed. Inspection of the subject proceeded off-site. Accessibility was granted by Piccirillo, Ltd., now noted as the previous owner. The new owner Hashem M. Baker is in talks with the Hidalgo County Appraisal District and is aware of the current project.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired is located along the eastern frontage of South Jackson Road. As per scope of the assignment, the subject property (part to be acquired) shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the Hidalgo County Appraisal District. The property was analyzed based on the whole property less any existing road right-of-way of which a pro-rata part of the whole is determined to be the subject of this report. The subject property is a large tract of land of which the remainder shall not be affected nor damaged as a result of the acquisition. Therefore, a valuation of the remainder portion of the subject property was not required.

Economic Unit Analysis

The subject property shall be analyzed based on a 5.00 acre (217,800 square foot) tract of land which excludes any existing road right-of-way indicated along South Jackson Road. The area for the subject property as a whole is indicated as per survey provided by Aranda and Associates, Inc. dated January 21, 2005. The comparable sales used for the analysis of the subject property as whole and as the partial taking indicated a range of economic units of 22.87 acres to 84.89 acres. These indicated economic unit values are used for the valuation of the irregular partial taking, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial taking for the market valuation of the subject property.

Part to be Acquired

The proposed partial acquisition is comprised of fee land in which the land area to be acquired is 747 square feet (0.017 acres). The proposed partial acquisition has approximately 149.36 lineal feet of frontage along the eastern side of South Jackson Road. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a mixed use tract of land which is based on the local market trend along S. Jackson Road. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired (Net)	0.017 Acres
	747 S.F.

Legal Description of The Part To Be Acquired

Being 747 square feet of land more or less, out of a 5.00 acre tract, situated in Hidalgo County, Texas and being a part or portion of Lots 1, and 2, G and A Subdivision.

Remainder Before and After The Acquisition

The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed acquisition. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed acquisition. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the acquisition.

Property Tax Information
This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Piccirillo Investments, LLC. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. G0050-00-000-0001-00 & G0050-00-000-0002-00. The subject property land assessment was indicated to be $134,609 with building and site improvements indicated to be $97,465. The property taxes for the subject property appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

Environmental Assessment / Adverse Easements / Encroachments / Topography
This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value.

A survey of the remainder of the subject property was not provided by Aranda and Associates, Inc. as per date of report. Therefore, the extraordinary assumption that no adverse easements nor encroachments are located within the remainder before and after the taking which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property as a whole, part to be acquired and the remainder after.

Utility Services Available
The subject property is located in a region, which contains, water, electricity, and phone service, which is typical of the market area.

Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status
It appears that the subject property is not listed for sale as of the effective date of this appraisal. No visible "For Sale" signs were located on the subject property and the property was not listed for sale under a Realtor's® Multiple Listing Service.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the McAllen / Pharr and Hidalgo markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

Exposure Time
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as if vacant and as improved is indicated for mixed use development. This type of mixed use is concurrent with the recent trends located along South Jackson Road within the City of Pharr and the City of Hidalgo. This highest and best use is based on the determined economic unit of the subject property as whole as the portion being acquired in the name of the County of Hidalgo, Texas, does not itself constitute an economic unit.

When a property is evaluated the highest and best use must always be considered. In the current case the highest and best use of the whole is determined to be for mixed use based on several factors. These factors that are taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within the City of McAllen, City of Pharr and City of Hidalgo to determine the legal permissibility of land use along South Jackson Road. Along Jackson Road, development is mixed with small retail, auto salvage yard, auto sales yards, sparse single family residential and light and heavy industrial uses existing.

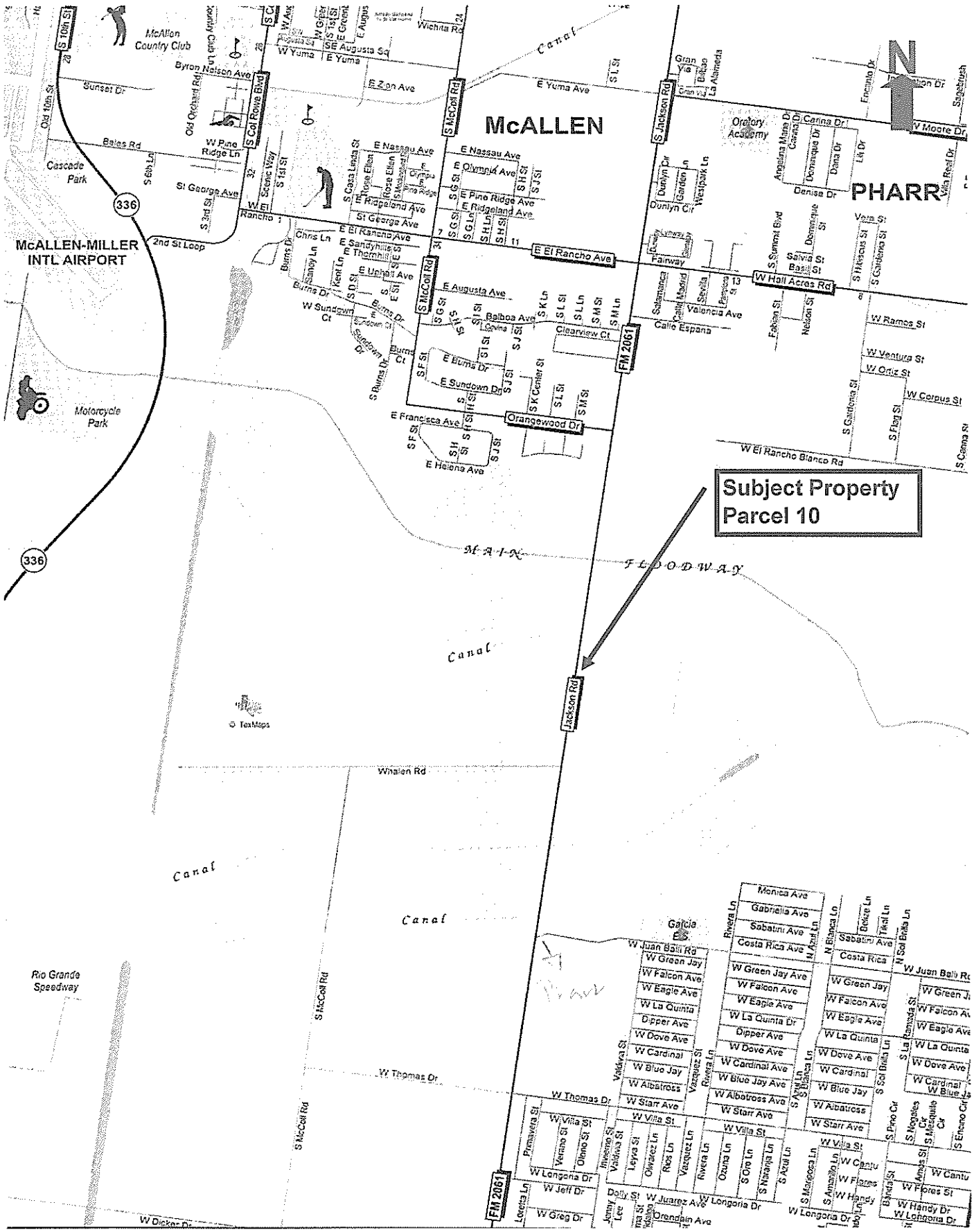
Since the subject lies within the jurisdiction of the city of Pharr, Texas of which does recognized municipal zoning ordinance as per date of appraisal, this office shall evaluate the subject properties based on the continuing trend along South Jackson Road. In addition, this office shall review existing ordinances which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of the City of Pharr. The subject property contains adequate land area and frontage along S. Jackson Road to allow the future commercial/industrial development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a mixed highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

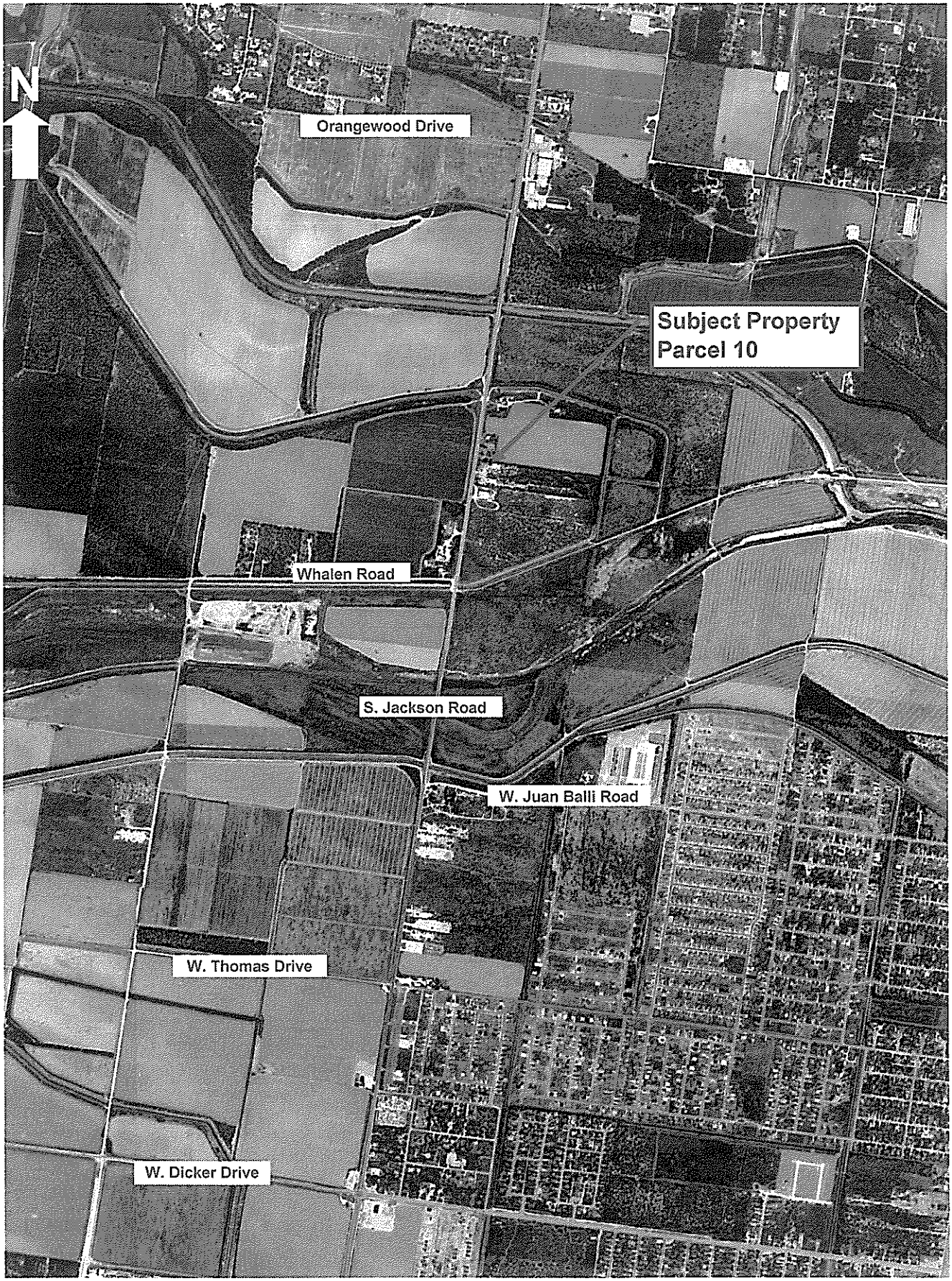
The financial feasibility and maximally productive use of the subject property is based on the continued growth along S. Jackson Road, which includes single family residential, commercial retail, and light to heavy industrial uses. Based on the continued growth along S. Jackson Road, it is estimated that the subject can be financially feasible to contain a mixed use "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired.

After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as if vacant" and "as improved" shall be for mixed use. This conclusion is correlated to the property as a whole, part to be acquired and the remainder before and after the acquisition.

LOCATION MAP OF SUBJECT PROPERTY

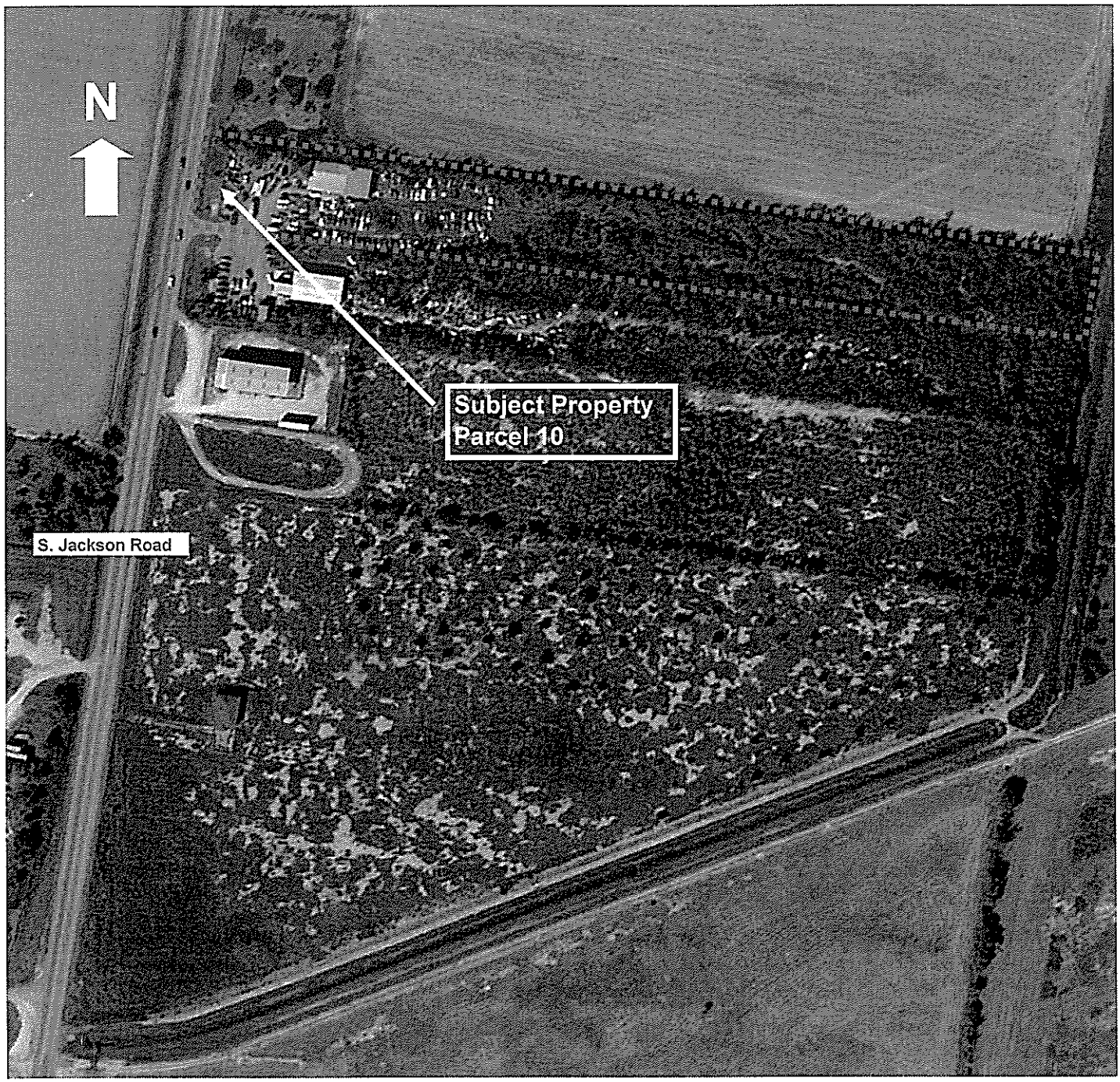


AERIAL PHOTOGRAPH OF SUBJECT AREA



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED ALONG SOUTH JACKSON ROAD. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY ARANDA AND ASSOCIATES, INCORPORATED AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 10

Local Address: 4521 South Jackson Road, Pharr, Texas.

Date Taken: January 6, 2006

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: Jackson Road
Photo 2: Jackson Road

Looking: Photo 1: Eastern View
Photo 2: Northern View

Photo 1
Eastern view of subject property taken from South Jackson Road.

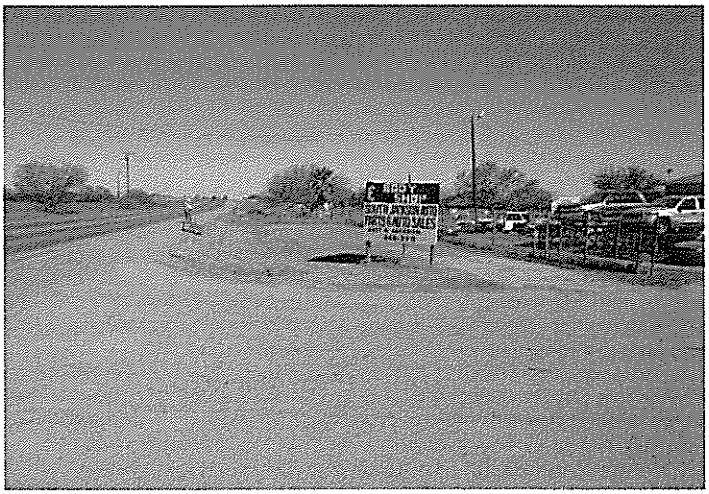


Photo 2
Northern view of part to be acquired taken from South Jackson Road.

2. Point from which taken: Photo 3: Jackson Road
Photo 4: Jackson Road

Looking: Photo 3: Northern View
Photo 4: Southern View

Photo 3
Northern view of South Jackson Road.

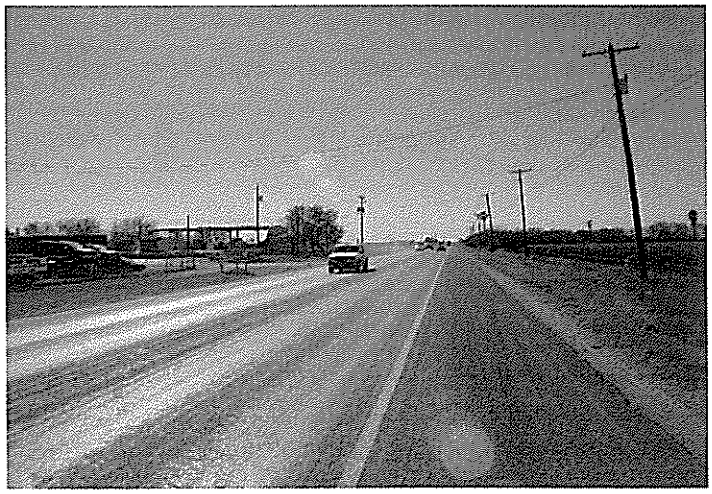


Photo 4
Southern view of South Jackson Road.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 5.0 acre tract of land currently being utilized for auto sale yard known as South Jackson Auto Parts located along eastern side of South Jackson Road in Hidalgo County, Texas. According to the survey provided by Aranda and Associates, Inc., dated January 21, 2005, the part to be acquired is approximately 0.02 acres (747 square feet) located along the frontage of South Jackson Road. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant, which shall exclude any existing road right-of-way in order to derive the net area within the acquisition. This is performed in order to determine the pro-rata part of the whole for the purchase of said tract by the Hidalgo County Right-of-Way Department in the name of the State of Texas.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along South Jackson Road is a mixture of sparse single family homes, small commercial and light industrial developments. Several properties along South Jackson Road are in a state of development as new residential subdivisions are being created as indicated by the City of Pharr Planning Department and the City of Hidalgo. Leonel Garza Jr. & Associates LLC has inspected the market area along South Jackson Road and has found that the market is in a state of positive development of which is concentrated at the intersections of Old Military Highway, Dicker Road and north near Orangewood South Drive.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of Piccirillo Investments, LLC. as indicated by survey and field notes provided by Aranda and Associates, Inc. Further investigation of the subjects history through the Hidalgo County Clerks Office indicated the current owner of record to be Hashem M. Baker. The subject property was transferred from Miguel Angel Rodriguez, et al (Grantor) to Piccirillo Investments, LLC. (Grantee) on June 24, 2003. On March 23, 2007, Piccirillo Investments, LLC. (Grantor) transffered the subject property to Hashem M. Baker (Grantee), Document # 1742868. Therefore, the subject has been in the name of Hashem M. Baker for less than (1) year.

Legal Description: (Whole Property) Being a 5.00 acre tract, situated in Hidalgo County, Texas and being a part or portion of Lots 1, and 2, G and A Subdivision.

Legal Description: (Part To Be Acquired) Being 747 square feet of land more or less, out of a 5.00 acre tract, situated in Hidalgo County, Texas and being a part or portion of Lots 1, and 2, G and A Subdivision.

Improvements: During the off-site inspection of the subject property, no building improvements were indicated within the part to be acquired. The subject remainder contains a commercial improvement with supporting site improvements which shall not be affected by the part to be acquired. Located within the part to be acquired is an asphalt drive (50 sq), which shall be damaged. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property. Therefore the subject property shall be valued as a commercial tract of land similar to the surrounding market area.

Highest and Best Use: Mixed Use Development

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page

(Continuation from previous page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Piccirillo, LTD.	Randall Lance Barnes		Frances J. Ramsey, Gladys East, Betty A. Busch and Barbara J. Wood		Kathleen S. Wild	
Grantee	Hashem M. Baker	FE-MA Enterprises, Inc.		Mary Agnes Dyer		Valley View Independent School District	
Date of Sale	March 23, 2007	October 19, 2004		April 29, 2004		September 22, 2005	
Unit Price	/ Ac	17,871	/ Ac	17,490	/ Ac	24,875	/ Ac
Relative Location	Average	Inferior	15%	Inferior	30%	Inferior	10%
Lot Location	Interior	Corner Tract	-5%	Interior Tract	0%	Corner Tract	-5%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Phone	Similar	0%	Similar	0%	Similar	0%
Street Access / Frontage	South Jackson Road	S. Jackson / Thomas Road	0%	Las Milpas Road	0%	S. McColl Rd / Dicker Rd	0%
Size of Tract	5.00 Acres	84.89 Acres	40%	22.87 Acres	20%	40.20 Acres	30%
Net Adjustments		Δ	50%	Δ Δ	50%	Δ Δ	35%
Indicated Unit Value		$ 26,807	/ Ac	$ 26,235	/ Ac	$ 33,581	/ Ac

Estimated Unit Value of Fee Simple Area $ **33,500** **/ Ac**

Estimated Value by Sales Comparison Approach **(0.02 Acres or 747 sq ft)** $ **570**
(Includes Part To Be Acquired Only)

Note: The above valuation indicated that valuation of the part to be acquired only and not the value of the whole.

SEE EXPLANATION TO ADJUSTMENTS ON PAGE 4.0

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: 1939-02-021 Parcel No.: 10 Highway: FM 2061 County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/ Lessor: Randall Lance Barnes Grantee/Lessee: FE-MA Enterprises, Inc.

Date: October 19, 2004 Recording Information: Document No. 1400139 Key Map: N/A

Address: The northwest corner of South Jackson Road and Thomas Road, Hidalgo County, Texas. Zip Code: 78577

Legal Description: An 87.81 acre tract of land being a portion of Lot 1 and Lot 2, Block 11, A.J. McColl Subdivision, as recorded in Volume 21, Page 597, Deed Records, Hidalgo County, Texas.

Confirmed Price : $ 1,517,000 Verified with: Document No. 1400139

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 84.89 Acres or 3,697,591 Sf Unit Price as Vacant $ 17,871 / Ac or $ 0.41 / Sf

Type Street: Asphalt Paved (Jackson Road / Thomas Road) Utilities: Water Available / No Sewer

Improvement(s) Description: N/A

Improvement(s) N/A (GBA) N/A (NRA) N/A Unit Price as Improved N/A

Condition and Functional Design: N/A

Current Use: Agricultural Row Crop Highest and Best Use: Mixed Use (Commercial / Single Family Residential)

Date of Inspection: January 15, 2006 Zoning: N/A Flood Plain: Zone "B"

Attach Additional Information: Subject is located at the northwest corner of South Jackson Road and Thomas Road of which contains approximately 2,428.54 lineal feet of frontage along the west side of Jackson Road and 1,417.47 lineal feet along the north side of Thomas Road.

Appraiser: Leonel Garza III January 15, 2006
(Typed, not signed) Date

Comparable Sale No. 2

COMPARABLE DATA SUPPLEMENT

ROW Account: 1939-02-021 Parcel No.: 10 Highway: FM 2061 County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/ Lessor: Frances J. Ramsey, Gladys East, Betty A. Busch and Barbara J. Wood Grantee/Lessee: Mary Agnes Dyer

Date: April 29, 2004 Recording Information: Document No. 1329128 Key Map: N/A

Address: Southeast Corner of Jackson Road and Las Milpas Road, Pharr, Texas. Zip Code: 78577

Legal Description: The west 22.87 acre tract of land out of Lot 6, Block 12, A.J. McColl Subdivision, Hidalgo County, Texas as recorded in Volume 21, Page 598, Deed Records in the Office of the County Clerk.

Confirmed Price: $ 400,000 Verified with: MLS L86423 & Barbara Moffit, Re/Max, 1st Choice

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 22.87 Acres or 996,217 Sf Unit Price as Vacant : $ 17,490 /Acre or $ 0.40 / Sf

Type Street: Asphalt Paved Road Utilities: Water Available/No Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Agricultural Use Highest and Best Use: Single Family Residential Development

Date of Inspection: January 15, 2006 Zoning: Open Agricultural Flood Plain: Zone "B"

Attach Additional Information:

The subject property was listed for $800,000 of which included a 40 acre tract of land. As per Barbara Moffit, Listing Agent, the Grantee purchased the back portion of the total property of which consisted of approximately 22.87 acres.

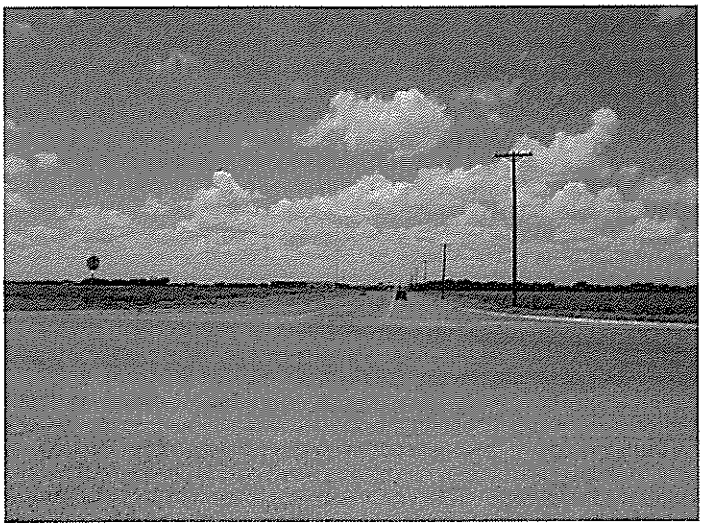
Appraiser: Leonel Garza III January 15, 2006
(Typed, not signed) Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: #VALUE! Parcel No.: 10 Highway: FM 2061 County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Kathleen S. Wild Grantee/Lessee: Valley View Independent School District

Date: September 22, 2005 Recording Information: Document No. 1530450 Key Map: N/A

Address: Southeast Corner of McColl Road and Dicker Road, Pharr, Texas. Zip Code: 78577

Legal Description: A 40.67 acre tract of land, out of Lot 1, Block 23, Steele and Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Page 115, Deed Records of Hidalgo County, Texas, more particularly described by Metes and Bounds. Save and Except 0.47 acres to HCWID No. 2. Net Acreage 40.20 Acres.

Confirmed Price: $ 1,000,000 Verified with: Kathleen S. Wild

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 40.20 Acres or 1,751,112 Sf Unit Price as Vacant : $ 24,875 / Acre or $ 0.57 / Sf

Type Street: Asphalt Paved Road - Dicker Road / McColl Road Utilities: Water Available/No Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Agricultural Use Highest and Best Use: Mixed Use (Commercial / Single Family Residential)

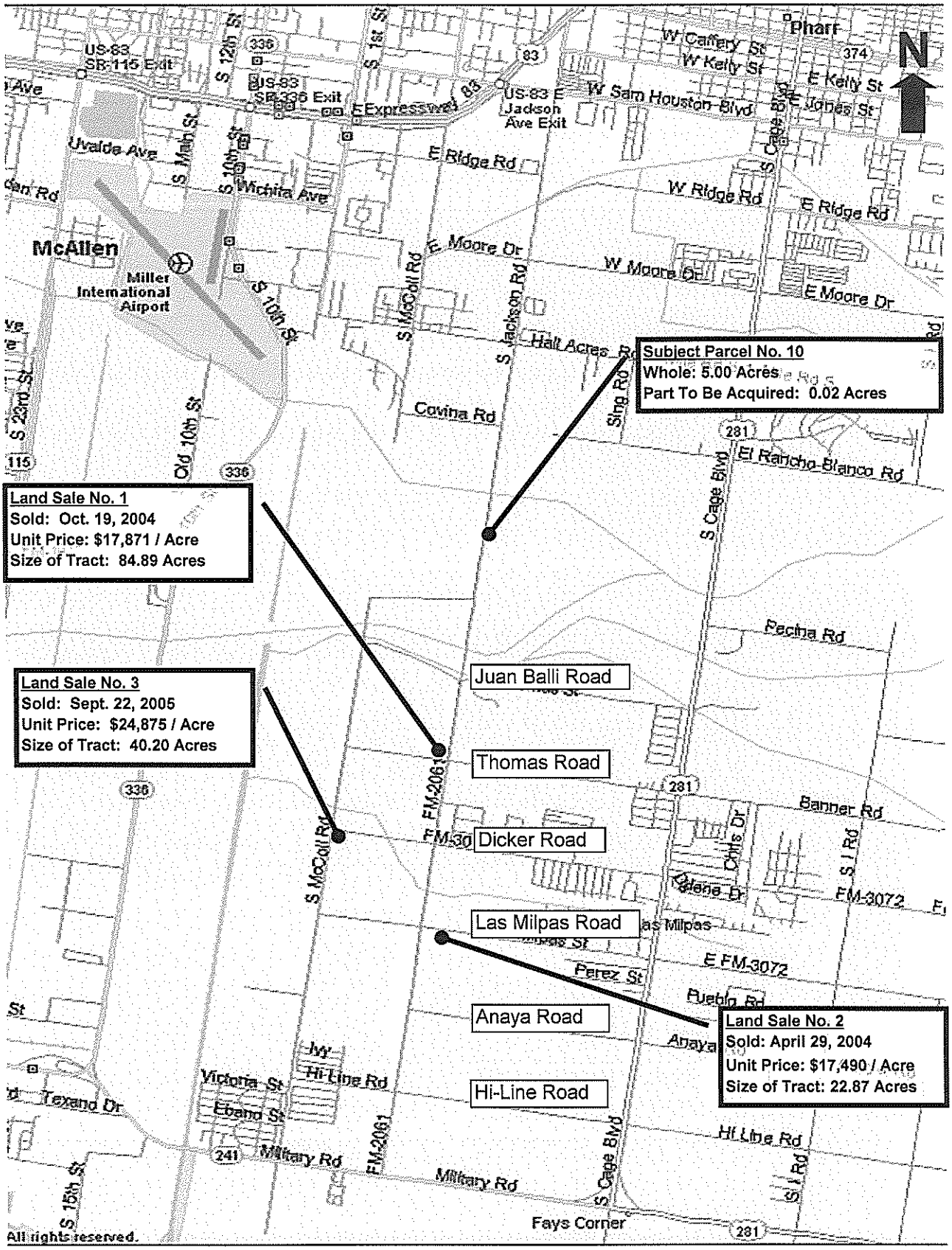
Date of Inspection: January 15, 2006 Zoning: Open Agricultural Flood Plain: Zone "B"

Attach Additional Information:

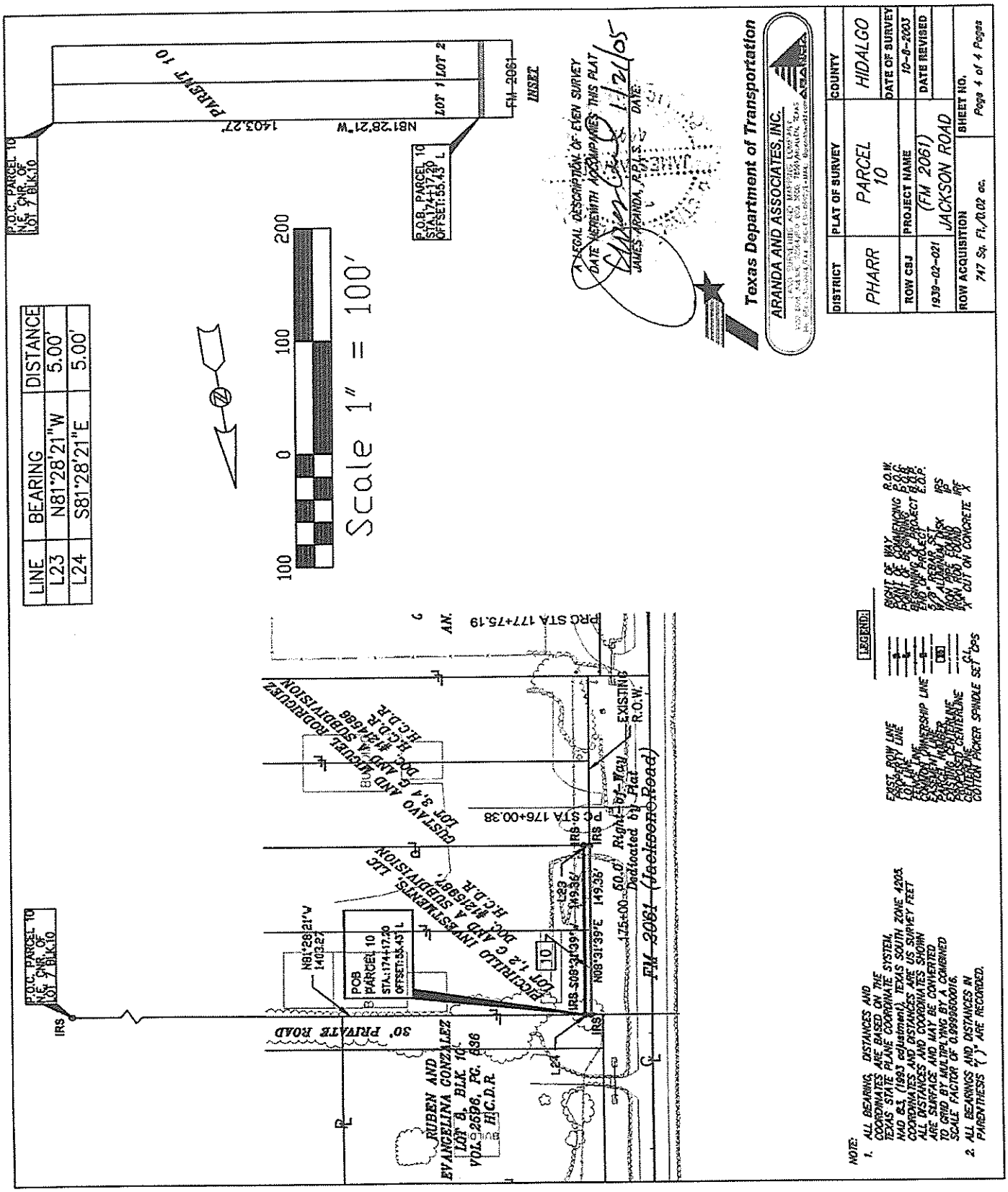
The sale was confirmed with both Realtor Bill Moschel and owner Kathleen Wild. The subject property is located within the recently expanded section of McColl Road.

Appraiser: Leonel Garza III January 15, 2006
(Typed, not signed) Date

COMPARABLE SALES MAP



SURVEY OF SUBJECT PROPERTY (Page 1 of 1)



Yellow Highlight = Proposed Right-of-Way

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 10
Property Description

Being 747 square feet of land more or less, out of a 5.00 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lots 1 and 2, G and A Subdivision** as recorded in Volume 27, Page 88B, Map Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Piccirillo Investments, LLC** in a document recorded in Document No. 1215987, Hidalgo County Deed Records and said 747 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

N 81° 28' 21" W, along the north line of said Lot 7, a distance of 1,403.27 feet to a ½" iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road) for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, continuing along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31' 39" W, at 74.69 feet pass the common line of said Lots 1 and 2, G and A Subdivision, a total distance 149.36 feet to a ½" iron rod set on the south line of said Lot 2 and the north line of Lot 3, G and A Subdivision for the southeast corner of this tract;

(2) THENCE, continuing along the said common line of Lots 2 and 3, G and A Subdivision, N 81° 28′ 21″ W, a distance of 5.00 feet to a ½" iron rod set on the existing east right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, continuing along the existing east right-of-way line of FM 2061 (Jackson Road) and parallel to the proposed east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, at 74.67 feet pass the common line of said Lots 1 and 2, G and A Subdivision, a total distance of 149.36 feet to a ½" iron rod set on the north line of Lot 7, Block 10 and the north line of said Lot 1, G. A. Subdivision for the northwest corner of this tract;

(4) THENCE, continuing along the common north line of said Lot 7, Block 10, A. J. McColl Subdivision and Lot 1, G and A Subdivision, S 81° 28′ 21″ E, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 747 square feet of land, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1078786.4513 and Y = 16581047.6690; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

1/21/05

James Aranda, R.P.L.S. Date
Texas Registration No. 4442

R.P.L.S. SEAL

Explanation of Adjustments with Reconciliation:
During the analysis of the part to be acquired, the unit value for the subject property as a whole was determined. This determination of market unit value is utilized for the valuation of the part to be acquired which is a pro-rata part of the whole. The local market was searched for comparable sales of which contained similar frontage along Farm To Market Road 2061 / Jackson Road. Each of the sales utilized are located within 1.00 to 3.0 miles from the subject property on either the east or west side of Farm To Market Road 2061. Several sales were located within this parameter of which had occurred within the past two years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts. Once the analysis is performed an overall unit rate is selected for the determination of the market value of the part to be acquired, which is the subject of this report.

Sale No. 1 is located along the northwest corner of S. Jackson Road (FM 2061) and Thomas Road in Hidalgo County, Texas. The comparable was purchased on October 19, 2004 for investment purposes for $1,517,000 for the 87.81 acre tract of land. Two adjustments were required for this comparable sale as compared to the subject property. The first adjustment indicated was for inferior location as compared to the subject property of +15%. The second adjustment was for the lack of corner influence of -5%. The final adjustment was for the difference in size as the subject is a smaller tract of land which would warrant a higher unit rate. Therefore, a +40% adjustment for size was required for this comparable sale. No other adjustments were required for the sales as all other factors were considered similar. Therefore, a unit rate of $26,807 per acre is indicated for the subject property.

Sale No. 2 is located along the Las Milpas Road just west of Jackson Road (FM 2061) in Hidalgo County, Texas. The comparable was purchased on April 29, 2004 for $400,000 for the 22.87 acre tract of land. Several adjustments were required for this comparable sale as compared to the subject property. The first adjustment was for the inferior location of the sale of which required a upward +30% adjustment as the sale is located on Las Milpas Road and not Jackson Road which contains a higher traffic levels. A final adjustment for size of +20% was indicated for the smaller economic unit of the subject as compared to the sale. No other adjustments were required for the sales as all other factors were considered similar. Therefore, a unit rate of $26,235 per acre is indicated for the subject property.

Sale No. 3 is located along the southeast corner of S. McColl Road and Dicker Road in Hidalgo County, Texas. The comparable was purchased on September 22, 2005 for $1,000,000 for a 40.67 acres (Gross) tract of land. Adjustments were required for this comparable sale as compared to the subject property. The first adjustment indicated was for superior location of the subject property which required an upward adjustment of +10% as South McColl Road has not been developed to the north to generate the traffic levels currently found on Jackson Road. A second adjustment was also indicated for the subject lack of corner influence which would adjust the sale downward by -5%. A final adjustment for the difference in size of 30% was indicated due to the small economic unit of the subject property which would warrant a higher unit rate. No other adjustments were required for the sales as all other factors were considered similar. Therefore, a unit rate of $33,581 per acre is indicated for the subject property.

The unadjusted unit range of market value was indicated to be $17,490 per acre to $24,875 per acre. The adjusted unit range of market value was indicated to be $26,807 per acre to $33,581 per acre. Based on the above analysis of the most comparable sales within the immediate market area, a unit rate near the upper end of the adjusted range of $33,500 per acre was selected for the subject property as a whole which is a 5.00 acre tract of land. This unit rate shall be applied to the net fee simple land area to be acquired by the County of Hidalgo in the name of the State of Texas for the pro-rata part of the whole.

ESTIMATED VALUE OF ACQUISITION

Land:	0.02 Acres	@	$ 33,500	per acre		$ 670
Improvements:	Asphalt Drive (50 square feet x $3.50/lineal foot)				$ 175.00	
	Wooden Advertisement sign				$ 500.00	
					$ -	
					$ -	
					$ -	
	Total Improvements				**$ 675.00**	

TOTAL ESTIMATED VALUE	$	1,345
Cost To Cure Damages	$	-
Estimated Total Compensation	**$**	**1,345**

COST TO CURE OF IMPROVEMENTS:

A cost to cure for the site improvements located within the acquisition area were not necessary as 100% of market value was utilized for the compensation of the asphalt and signage improvements. The fencing did not appear to be affected by the part to be acquired and therefore no additional damages were indicated.

ADDENDUM

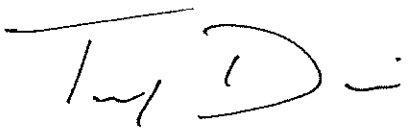
1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualifications of Appraisers
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Warranty Deed - Previous Owner
7. Warranty Deed - Current Owner

Certification of Appraisal

I certify that, to the best of my knowledge and belief:

* The statements of fact contained in this report are true and correct.
* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in conjunctions with the standards accepted by the Texas Department of Transportation.
* I have made a personal observation of the property that is the subject of this report. Assisting in the gathering of on-site information during the date of inspection were Luis Carlos Garza, Appraiser Trainee, and Thomas M. Davis, Appraiser Trainee. Their specific use during this project was limited to the measuring of improvements located within taking and those items which may be damaged by the part to be acquired, aiding in the photography of the subject property and partial analysis. The full analysis and data gathering of sales information and other information concerning the subject property was performed by Leonel Garza III, General Certified Appraiser. Comparable data information was further confirmed by Thomas M. Davis including partial cost approach analysis and data gathering for the cost scheduled utilized throughout the project.
* I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
* I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative and for the purpose of right-of-way acquisition only and does not meet the standards required by certain financial institutions for the purpose of acquiring a loan.
* The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the client to begin negotiations of said property for acquisition.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1328375-General



Thomas M. Davis
Appraiser Trainee
License No. TX - 1331676 - Trainee

Luis Carlos Garza
Appraiser Trainee
License No. TX - 1335013 - Trainee

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumption:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering, title reports and surveys provided are assumed to be correct. The survey and field notes and other illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses; certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the survey provided.
10. Unless otherwise stated in this report, this appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication with out the written permission of Leonel Garza Jr. & Associates LLC.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser and or the client of this report.
5. If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms.
6. All original appraisal reports have been signed in blue. Any other copy, which is not signed in blue, may have been altered, and this appraiser is not responsible for its contents or values indicated.

Assumptions and Interpretations Made of the Marketing Period

1. Marketing Time Period: Begins with the date of value estimate and with the indicated exposure time.
2. Exposure to the open market: listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the market. This appraiser does not consider a sign placed by a property owner on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

EDUCATION

* **Graduate, 1995, Texas A&M University, College Station, Texas**
  Bachelor of Science in Biomedical Science

* **Graduate, 1991 McAllen Memorial High School, McAllen, Texas**

LICENSE HELD

* **State Certified General Real Estate Appraiser**
* License Number TX - 1328375-General
* December 31, 2006 Through December 31, 2008 (Active)

PUBLIC SERVICE & PROFESSIONAL ORGANIZATIONS

* **Associate Member of the Appraisal Institute (Not an MAI Designated Appraiser)**
  Currently taking courses toward the designation of MAI through the Appraisal Institute. Approximate time of completion, 2 years)

* **Chairman of the City of McAllen Zoning Board of Adjustments & Appeals**
  The ZBOA protects enforces and reviews the current city zoning ordinances for all types of properties within the boundaries of the City of McAllen. Cases heard are first brought to the City Planning and Zoning Commission and then to the ZBOA if a variance is required. The ZBOA shall review the previous boards decision and upon a super-majority vote shall decide whether or not the applicants request for overturning the previous boards action is required.

* **Chairman of the Hidalgo County Subdivision Review Board**
  The county commission on subdivision review's primary goal is to ensure that proper standards, set by Texas State Law and the Texas State Attorney Generals Office, are mandated by each proposed subdivision developer and or land owner who resides within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo.

* **Chairman of the Hidalgo County Building Line of Adjustments Board**
  This county advisory board reviews applications of those who have recently constructed or contain non-conforming structures of which are not in compliance with a recorded subdivision plat nor the Hidalgo County Planning Departments minimum set back requirements. These requirements are govern by the Texas Water Development Board and the Texas Model Subdivision Rules.

* **Former Executive Board Member of the Lower Rio Grande Boy Scout Council**
  The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

* **Former Vice Chairman and Member of the City of McAllen Ambulance Advisory Committee**
  The Ambulance Advisory Committee is responsible for review the current contract provider for 911 services within the City of McAllen and attend to any concerns and or complaints toward the contractor.

* **Former Member of the City of McAllen Building Board of Adjustment and Appeals**
  The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

* **Former Member of the Pharr Municipal Park Charter Committee**
  Appointed in 1998-1999, our goal was to establish a 103-acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

WORK EXPERIENCE & CONTINUING EDUCATION

* Employee of Leonel Garza Jr. & Associates since 1990
* State Certified General Real Estate Appraiser since 1998 - Present
* Owner of G-3 Construction which primary focus is custom single-family residences and multifamily apartment complexes.
* Commercial property manager throughout the City of McAllen & Pharr, Texas.
* Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. Leonel Garza Jr. was a State Certified General Real Estate Appraiser in McAllen, Texas for over 18 years, and was a Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 appointed by Governor George W. Bush for two terms.

Clients For Whom Appraisals Have Been Prepared By This Appraiser

Banks	Bankruptcy Courts	Cities	Counties
Attorneys	Texas Department of Transportation	Alamo	Hidalgo
Retailers	Homeowners	Mission	Cameron
Doctors	Rancher	McAllen	Star
Oil Companies	Banks	Pharr	
Farmers	National Franchises Estate Planners	Hidalgo	
Mortgage Companies		San Juan	
Hotel Franchises		Edinburg	
US Department of Interior		Mercedes	

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills	Apartment Complexes	Agricultural Land
Commercial Lots	Automobile Agencies	Bar / Lounges
Convenience Stores	Mini-Storage Units	Grocery Stores
Farms & Ranches	Mobile Home Park Subdivision	Multi- Tenant Retail
Industrial (McAllen Foreign Trade Zone)	Motels / Hotels	Multi-Tenant Offices
Industrial Subdivisions	Ranches	Residential
Medical Offices	Residential Subdivisions	Vacant Residential Lots
Retail Commercial Strips	Restaurants	Veterinary Clinics
Warehouses	Right-of-Way Acquisitions	
	Truck Stops	

Areas Where Appraised Properties Have Been Performed By This Office

Alamo	Georgewest	McAllen	Rio Grande City
Alice	Hargill	McCook	Roma
Austin	Harlingen	Mercedes	San Antonio
Beeville	Hidalgo	Mission	San Juan
Donna	Kingsville	New Braunfels	South Padre Island
Edcouch	Kyle	Palmview	Sullivan City
Edinburg	La Feria	Pleasanton	Weslaco
Eagle Pass	La Joya	Port Isabel	Zapata
Elsa	Los Ebanos	Progreso	

CERTIFIED LETTER OF INSPECTION TO PROPERTY OWNER

(Owner as per F/N)

Leonel Garza Jr. & Associates LLC

State Certified General Real Estate Appraiser
Real Estate Property Tax Consultant

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email Address: leonel3@aol.com

November 25, 2005

Parcel 10
Piccirillo Investments LLC
122 San Jacinto Street
Mission, Texas 78572-7423

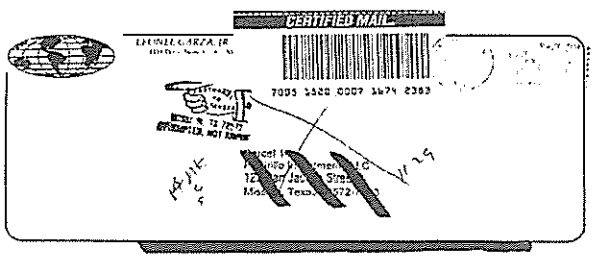
To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Right-of-Way Department to appraise various properties along Jackson Road for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of Jackson Road. The project limits for the expansion is from Dicker Road to just south of Orangewood Road. The County of Hidalgo is interested in acquiring a small portion of the frontage of your property for this expansion. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased by the Hidalgo County Right-of-Way Department. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of November 28, 2005 thru December 19, 2005. If you or your representative, wish to meet with us for to discuss the purpose of the appraisal, and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or Joe Pena, Hidalgo County Right-of-Way Agent, at (956) 283-8134.

With this letter I request permission to perform an off-site and on-site inspection and to photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
Joe Pena – Right-of-Way Agent
902 N. Doolittle Road, Edinburg Texas 78539
(956) 283-8134



CERTIFIED LETTER TRACKING INFORMATION

UNITED STATES POSTAL SERVICE

Home | H

Track & Confirm

Track & Confirm

Search Results

Label/Receipt Number: 7005 1820 0007 1674 2383
Status: Addressee Unknown

Your item was returned to the sender on December 17, 2005 because the addressee was not known.

Track & Confirm

Enter Label/Receipt Number.

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >

POSTAL INSPECTORS
Preserving the Trust

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WARRANTY DEED (Page 1 of 3) - Previous Owner

VLTC
GF# 82,895

WARRANTY DEED

1215987

Date: June 24, 2003

Grantor: MIGUEL ANGEL RODRIGUEZ, joined pro-forma herein by my wife, LUCIA RODRIGUEZ; and GUSTAVO RODRIGUEZ joined pro-forma herein by my wife, MARIA ISABEL RODRIGUEZ

Grantor's Mailing Address (including county):

RR 2, Box 75A
San Juan, Texas 78589
Hidalgo County

Grantee: PICCIRILLO INVESTMENTS, LLC a Texas Limited Liability Company

Grantee's Mailing Address (including county):

122 San Jacinto
Mission, Texas 78572
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Lots 1 and 2, G & A SUBDIVISION, an Addition to the City of Pharr, Hidalgo County, Texas, according to the map recorded in Volume 27, Page 88B, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Blanket easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
2. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Phoenix Mutual Life Insurance Company to R. W. Steward, dated May 7, 1980, recorded in Volume 394, Page 724, Oil and Gas Records, Hidalgo County, Texas.
3. Terms, stipulations and conditions in Oil, Gas and Mineral Lease executed by Isaac Barraza to R. W. Steward, dated July 28, 1980, recorded in Volume 394, Page 732, Oil and Gas Records, Hidalgo County, Texas.
4. Right of way easement in favor of Bettis & Shephard Gas Supply Co. as shown by instrument dated August 17, 1957, recorded in Volume 903, Page 47, Deed Records, Hidalgo County, Texas.

5. Right of way easement in favor of Hidalgo County as shown by instrument dated February 2, 1962, recorded in Volume 1029, Page 303, Deed Records, Hidalgo County, Texas.
6. Right of way easement in favor of Hidalgo County as shown by instrument dated March 1, 1962, recorded in Volume 1029, Page 311, Deed Records, Hidalgo County, Texas.
7. Right of way easement in favor of Central Power & Light Company as shown by instrument dated April 2, 1962, recorded in Volume 1033, Page 151, Deed Records, Hidalgo County, Texas.
8. An undivided 1/4 interest in all oil, gas and other minerals has been heretofore reserved by prior grantors as set forth in Deed dated April 14, 1943, recorded in Volume 511, Page 579, Deed Records, Hidalgo County, Texas.
9. An undivided 1/4 interest in all oil, royalty, gas royalty and royalty in casinghead, gas, gasoline and royalty in other minerals under said land said royalty interest being non-participating as to execution of leases, bonuses, delay rentals has been heretofore reserved by prior grantors as set forth in Royalty Deed dated May 24, 1947, recorded in Volume 73, Page 74, Deed Records, Hidalgo County, Texas.
10. Standby fees, taxes and assessments by any taxing authority for the year 2003, and subsequent years.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

MIGUEL ANGEL RODRIGUEZ

GUSTAVO RODRIGUEZ

LUCIA RODRIGUEZ

MARIA ISABEL RODRIGUEZ

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24th day of June, 2003, by MIGUEL ANGEL RODRIGUEZ and wife, LUCIA RODRIGUEZ.

Jessica Garza
My Commission Expires
March 30, 2004

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24th day of June, 2003, by GUSTAVO RODRIGUEZ and wife, MARIA ISABEL RODRIGUEZ.

Jessica Garza
My Commission Expires
March 30, 2004

Notary Public, State of Texas

Charge to: VALLEY LAND TITLE CO.

AFTER RECORDING RETURN TO:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504

PREPARED BY:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504

File/GF Number: 03/2337

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Jul 01,2003 at 10:26A
As a Recording
Document Number: 1215987
Total Fees 18.00
Receipt Number - 509935
By,
Rebecca Marisical, Deputy

Recorded On:2007-Apr-04 As:1742868

Charge to: VLIC
GF# 106514

28

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

1742868

Date: March 23, 2007

Grantor: PICCIRILLO, LTD., a Texas Limited Partnership

Grantor's Mailing Address (including county):

1413 E. 29th
Mission, Texas 78572
Hidalgo County

Grantee: HASHEM M. BAKER

Grantee's Mailing Address (including county):

709 Sycamore
McAllen, Texas 78501
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Three Hundred Forty-seven Thousand Two Hundred Twenty-five and 00/100 Dollars ($347,225.00) and is executed by Grantee, payable to the order of LONE STAR NATIONAL BANK. The note is secured by a vendor's lien retained in favor of LONE STAR NATIONAL BANK in this deed and by a deed of trust of even date from Grantee to A. JABIER RODRIGUEZ, Trustee.

Property (including any improvements):

All of Lots 1 and 2, G AND A SUBDIVISION, an Addition to the City of Pharr, Hidalgo County, Texas, according to the map recorded in Volume 27, Page 88-B, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants recorded in Volume 27, Page 88-B, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Recorded On-2007-Apr-04 As-1742868

3. Easements and restrictions as shown on the map of G AND A Subdivision, recorded in Volume 27, Page 88-B, Map Records of Hidalgo County, Texas.
4. Right of way easement in favor of Hidalgo County Irrigation District No. 2 as shown by instrument recorded in Volume 19, Page 297, Deed Records of Hidalgo County, Texas.
5. Right of way easement in favor of Bettis & Shephard Gas Supply Co. as shown by instrument dated August 17, 1957, recorded in Volume 903, Page 47, Deed Records of Hidalgo County, Texas.
6. Right of way easement in favor of Hidalgo County as shown by instrument dated February 21, 1962, recorded in Volume 1029, Page 303, Deed Records of Hidalgo County, Texas.
7. Right of way easement in favor of Hidalgo County as shown by instrument dated March 1, 1962, recorded in Volume 1029, Page 311, Deed Records of Hidalgo County, Texas.
8. Right of way easement in favor of Central Power and Light Company as shown by instrument dated April 2, 1962, recorded in Volume 1033, Page 151, Deed Records of Hidalgo County, Texas.
9. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Phoenix Mutual Life Insurance Company to R.W. Steard, dated May 7, 1980, recorded in Volume 394, Page 724, Oil and Gas Records of Hidalgo County, Texas.
10. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Isaac Barraza to R.W. Steward, dated July 28, 1980, recorded in Volume 394, Page 732, Oil and Gas Records of Hidalgo County, Texas.
11. An undivided 1/4 interest in all oil, gas and other minerals has been heretofore reserved by prior grantors as set forth in Deed dated April 14, 1943, recorded in Volume 511, Page 579, Deed Records of Hidalgo County, Texas.
12. An undivided 1/4 interest in all oil royalties, gas royalty and royalty in casinghead, gas, gasoline and royalty in other minerals under said land said royalty interest being non-participating as to execution of leases, bonuses, delay rentals has been heretofore reserved by prior grantors as set forth in Deed dated May 24, 1947, recorded in Volume 73, Page 74, Deed Records of Hidalgo County, Texas.
13. Standby fees, taxes and assessments by any taxing authority for the year 2007, and subsequent years.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and

Recorded On-2007-Apr-04 As-1742068

exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (I) THE PHYSICAL CONDITION OF THE PROPERTY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENTS; (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS; (IV) THE SOIL CONDITIONS; DRAINAGE OR OTHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL POTENTIAL OR OTHERWISE; (V) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (VI) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN; (VII) GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE FULL DISCLOSURE OF PRIOR USE OF PROPERTY AS A VEHICLE SALVAGE BUSINESS PARTICULARLY WITH REGARD TO POTENTIAL ENVIRONMENTAL ISSUES. GRANTEE DOES HEREBY FOREVER INDEMNITY, DEFEND AND HOLD GRANTOR HARMLESS FOR ANY ENVIRONMENTAL ISSUES WHICH MAY NOW EXISTS OR LATER ARISE WITH REGARD TO PRIOR OWNERS' AND/OR TENANTS' USE, MEASURES TAKEN BY THEM TO COMPLY WITH ENVIRONMENTAL LAWS, INCLUDING PROPER DISPOSAL AND REMOVAL OF HAZARD SUBSTANCE.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

LONE STAR NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and the superior title to the property are retained for the benefit of LONE STAR NATIONAL BANK and are transferred to LONE STAR NATIONAL BANK without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

PICCIRILLO, LTD., a Texas Limited
Partnership, by its General Partner
PICCIRILLO INVESTMENTS, LLC, a Texas
Limited Liability Company

BY: _____
EDWARD J. PICCIRILLO, JR., Manager

Recorded On-2007-Apr-04 As-1742868

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26th day of March, 2007, by EDWARD J. PICCIRILLO, JR., Manager of PICCIRILLO INVESTMENTS, LLC, a Texas Limited Liability Company, General Partner of PICCIRILLO, LTD., a Texas Limited Partnership, on behalf of said Texas Limited Partnership.

Esmeralda Garza
Notary Public, State of Texas

ESMERALDA GARZA
Notary Public
State of Texas
My Commission Expires
June 20, 2007

AFTER RECORDING RETURN TO:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504

PREPARED BY:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504

File/GF Number: 07/4087

AI-11264 **16.B.**

Open Cut - Mile 11 1/2
CC REGULAR

Date: 09/23/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for discussion and/or approval to open cut Mile 11 1/2 Road approximately 500' east of Val Verde Road - 3/4" Service Connection - North Alamo Water Supply.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Permit Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 07:42 AM	APRV
2	Dale Kennan	Dale Kennan	09/18/2008 11:23 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:47 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:18 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Sandra Garcia — Started On: 09/17/2008 04:55 PM

Final Approval Date: 09/19/2008

REVISED NOVEMBER 2005 FEE: $ 3.75

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 23rd day of Sept., 2008 does by these presents **GRANT, GIVE AND RELINQUISH TO:**
The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **2"** inch /water/ gas/ sewer/ irrigation line; said line to be constructed of **PVC** material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**
1.Approximately 500'east of 1423 on the south side of mile 11.5N –Need to break Pavement –Line on middle of Rd –Daniel Tafolla – ¾"service connection

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a **water** line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of

said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the 23rd Day of September, 2008.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Blanca G Garza of Permittee, North Alamo Water Supply Corporation
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78542 (956)383-1618 fax (956)318-0909
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 16th Day of September, 2008.

BY: Blanca G. Garza
Signature

Clerk
Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D SALINAS,111,County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of Sept., 2008.

REBECCA GOMEZ
Notary Public, State of Texas
My Commission Expires
09-17-2011

Rebecca Gomez
Notary Public, State of Texas

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of September, 2008.

REBECCA A. REYES
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-17-2010

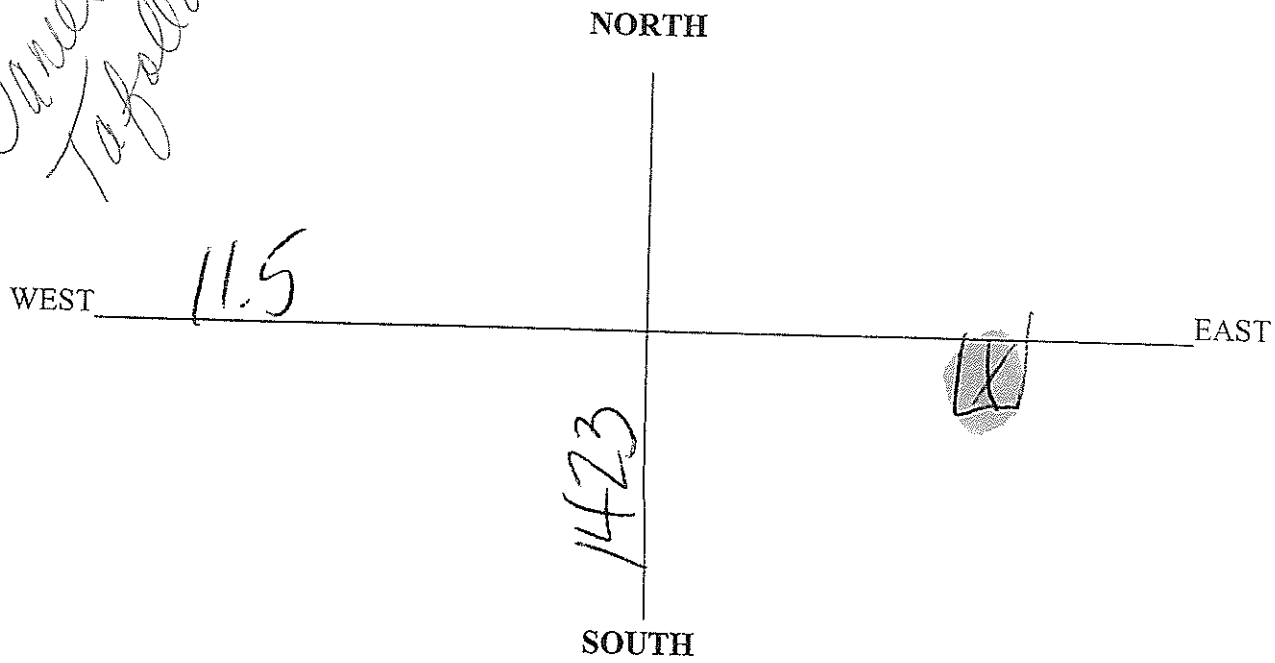
Rebecca A Reyes
Notary Public, State of Texas

My Commission Expires:

*** PLEASE STAKE METER LOCATION WITH NAME ON STAKE***
STAKE SHOULD BE AT LEAST 3 FEET HIGH.

Make map showing closest crossroads.

David Tafolla



AI-11261 **16.C.**

Request for Reimbursement
CC REGULAR

Date: 09/23/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Requesting approval to reimburse ROW Empoyee for the purchase of fuel for ROW Vehicle - Unit 54 from United Drive In No. 1 located on 111 E. Griffin Pkwy Mission, Texas in the amount of $96.48. Employee purchased fuel using personal funds due to COMPDATA card being declined at the pump.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $451.24 as of 9/18/08.

Attachments

Link: Fuel Reimbursement Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 07:41 AM	APRV
2	Dale Kennan	Dale Kennan	09/18/2008 09:57 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 05:49 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:18 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Sandra Garcia Started On: 09/17/2008 04:43 PM

Final Approval Date: 09/19/2008

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

Memorandum

From: Jose N. Pena, Right of Way Director

Date: September 11, 2008

Re: Request for Reimbursement

One of our employees, Ricardo Deanda, went to United Drive In # 1 Store located on 111 E. Griffin Parkway Mission, Texas to fuel his county unit and claimed that his pump was not working and had to go into the store and pay with his personal funds. Therefore he is requesting reimbursement in the amount of $96.48.

Please process as soon as possible out of account no. 8-1200-431-00-260-001-0-682.

Thank you in advance for your prompt attention to this matter. Should you have any questions or comments, please feel free to contact our office at 956-283-8134.

If an employee finds it necessary to purchase fuel for a county vehicle or rental vehicle with personal funds, as opposed to the fuel card, a request for reimbursement should be submitted to the County Auditor's Accounts Payable Division, along with proper supporting documentation (i.e. original receipts).

Fuel cards will have a credit limit of $500.00 per month and two transactions per day, unless otherwise requested and approved.

PROCEDURES

The following procedures are required and will be adhered to when using the Card.

a. A Statement of Understanding (attached hereto) acknowledging the understanding of this policy, and the sanctions for misuse must be signed and kept in a file by the Elected Official/Department Head/Agency and Program Director for each individual utilizing the card.

b. A Purchase Order for the purchase of fuel must be open and valid prior to using the Card. All funds for the Cards shall be in the appropriated budget line items.

c. A signed roster of the employees using or possessing a card must be kept with the Elected Office/Department Head with a copy to the Purchasing Department (County Wide Administrator) Agent.

d. If an emergency arises requiring the Employee to use the Card for purchases other than fuel, the employee shall contact his/her supervisor. The supervisor in turn shall notify the Hidalgo County Purchasing Department who in turn must declare the emergency in accordance with Chapter Nine of the Hidalgo County Purchasing Policy. The employee is not to use the Card until such authorization has been authorized by the Hidalgo County Purchasing Agent.

e. When using the Card at a self serve pump, the employee will:
    - Enter the vehicle number.
    - Enter the odometer reading.
    - Enter P.I.N. (Personal Identification Number).
    - Request for receipt.
    - Sign or initial receipt and write in his/her County Employment Identification Number.
    - Submit receipt to their Elected Office/Department/Agency or Program Budget Clerk the same date.
    - If fueling after established Office/Department/Agency or Program hours, submit the receipt to the Elected Official/Department Head the next business day.

HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Ricardo Deanda, do hereby state that the item(s) listed on the invoice(s)
Purchaser's Name
named below were purchased for the exclusive use of Hidalgo County:

ODOMETER	DATE	AMOUNT	NAME OF COMPANY
29067	9/11/08	$96.48	United Drive In #1 -111 E. Griffin Pwy Mission, Tx

TOTAL $ 96.48

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Ricardo Deanda

TITLE: ROW Agent
(PERSON MAKING PURCHASE)

ACKNOWLEDEMENT

Before me Sandra Garcia, a Notary Public, appeared Ricardo Deanda and on his oath deposed and stated that the foregoing facts as set forth in the above request for reimburement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL) SANDRA GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-30-2012

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004

Ricardo Deanda
224-754

Odo.=29067

WELCOME TO
UNITED DRIVE IN #1
TD48681513-001 UNITED DRIVE IN 1
111 E GRIFFIN PKWY
MISSION TX 78572

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #02	26.807G	96.48
	@ 3.599/ G	
	Sub Total	96.48
	Tax	0.00
	TOTAL	96.48
	CREDIT $	96.48

CARD TYPE: MASTERCARD
CARD NAME: DEANDA/RICARDO
ACCT NUMBER: XXXX XXXX XXXX 5769
TRANS TYPE: SALE
APPROVAL: 026572 INVOICE: 000644

APPROVED 026572
****

THANKS. COME AGAIN
REG# 0002 CSH# 002 DR# 01 TRAN# 22115
09/11/08 13:47:16 ST# AB123

AI-11289 **17.A.**

Border Colonia Access Program Round III Revenue appropriation
CC REGULAR

Date: 09/23/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Colonia Access Program

Information

CAPTION

Border Colonia Access Program Round III:
Approval of 2008 Revenue appropriation of funds for the Border Colonia Access Program Round III in the total amount of $12,691,299.46.

BACKGROUND

The County of Hidalgo applied for funding from the Texas Department of Transportation under the Border Colonia Access Program (3rd Call).
Appropriation of Revenues (AI#11289 CC 9/23/08)
Appropriation of Expenses (AI#10991 CC 9/09/08)

Precinct	Revenue Account#	Acct. Description	Total Revenue	Allocation	Competitive
Pct#1	8-1312-334-00-121-000-0-000	Pct#1 BCAP RIII Rev.	$3,626,414.97	$3,206,251.26	$420,163.71
Pct#2	8-1312-334-00-122-000-0-000	Pct#2 BCAP RIII Rev.	$3,261,951.39	$2,900,778.85	$361,172.54
Pct#3	8-1312-334-00-123-000-0-000	Pct#3 BCAP RIII Rev.	$3,771,471.53	$3,319,957.82	$451,513.71
Pct#4	8-1312-334-00-124-000-0-000	Pct#4 BCAP RIII Rev.	$2,031,461.57	$2,031,461.57	$0.00
		Total	$12,691,299.46	$11,458,449.50	$1,232,849.96

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-334-00-12X-000-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of Revenue funds for the Border Colonia Access Program Round III in the total amount of $12,691,299.46.

Attachments

Link: appropriation-Revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	09/19/2008 09:39 AM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 09:44 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/19/2008 02:04 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Manuel Chapa Started On: 09/18/2008 04:11 PM

Final Approval Date: 09/19/2008

DATE: September 18, 2008

DEPARTMENT HEAD: Valde Guerra - CC Executive Officer **AI#11289**

DEPARTMENT NAME: Department of Budget and Management for
Border Colonia Access Program Round III - BCAP (1312)

ACCOUNT NUMBER: 8-1312-334-00-12X-000-0-000 Revenue

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
Revenue Accounts		
8-1312-334-00-121-000-0-000	Pct# 1 BCAP RIII Revenue	3,626,414.97
8-1312-334-00-122-000-0-000	Pct# 2 BCAP RIII Revenue	3,261,951.39
8-1312-334-00-123-000-0-000	Pct# 3 BCAP RIII Revenue	3,771,471.53
8-1312-334-00-124-000-0-000	Pct# 4 BCAP RIII Revenue	2,031,461.57
	TOTAL BUDGET INCREASE (DECREASE)	$ 12,691,299.46

REASON: To make the Revenue entry for the appropriation of funds (AI#10991) for the Border Colonia Access Program Round III in the total amount of $12,691,299.46.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-11301 **17.B.**

Interdepartmental transfer for C.A.P.

CC REGULAR

Date: 09/23/2008
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Commissioner Pct # 1
Department: BUDGET & MANAGEMENT
Agenda Area: Colonia Access Program

Information

CAPTION

Approval of 2008 interdepartmental transfer from Pct. #1 C.A.P. - La Blanca Heights to Chapa III (1311) in the amount of $ 2,314.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-XXX-X-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

8-1311-431-00-121-368-0-734 --> 8-1311-431-00-121-150-1-733 $2,314.00; Available balance as of 09/19/08 $14,622.30

Attachments

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/19/2008 03:35 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/19/2008 03:48 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Anna Galvan			Started On: 09/19/2008 02:51 PM	
Final Approval Date: 09/19/2008				

DATE: September 16, 2008

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PRECINCT # 1 C.A.P.

ACCOUNT NUMBER: 8-1311-431-00-121-XXX-X-XXX

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-121-368-0-734	La Blanca Heights - Subdivision Streets	(2,314.00)
TO:		
8-1311-431-00-121-150-1-733	Chapa III - Drainage Ditches	2,314.00
	Total Budget Increase/Decrease	**0.00**

REASON: To cover Contract increase cost due to additional pipe/material placement for the C.A.P. Chapa III construction project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-11229 **18.A.**

Request to create Mechanic II position
CC REGULAR

Date: 09/23/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Road & Bridge (1202):
1. Approval to create one (1) permanent full-time Mechanic II position, slot #122-006-0061 budgeted at $26,500.00 per year.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available from lapsed salary from within Pct 2 Road & Bridge as per Rosie C. at DBM.

Attachments

Link: Pct 2 R&B - Mechanic II - Job Description
Link: PAR
Link: FISCAL NOTE for PCT 2 R&B (1202)
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 03:42 PM	APRV
2	Dale Kennan	Dale Kennan	09/18/2008 10:54 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/19/2008 04:30 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 09/17/2008 02:17 PM
Final Approval Date: 09/19/2008

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Mechanic II FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

Maintain and repair assigned equipment with responsibility for quality on this equipment. Perform all kinds of welding, brazing, and cutting using gas and electric welding equipment. Maintains and repairs all gasoline and diesel-powered vehicles, machinery, small engines and equipment. Maintains and repairs heavy equipment and rebuilds engines and transmissions. Employee will service road equipment and perform miscellaneous vehicle/equipment maintenance duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Fabricates equipment by cutting, burning, and welding various metal materials.
- Repairs equipment by using welding techniques and appropriate welding equipment.
- Operates and provides services utilizing service truck as directed.
- Cleans and prepares surfaces to be welded.
- Sets up, assembles, and tacks weld parts.
- Builds up worn or defective surfaces.
- Uses burning equipment to dismantle assemblies and to cut material to size and shape.
- Repairs and performs preventative maintenance on all Precinct equipment.
- Trouble-shooting and cost estimates on repair job and preventative maintenance.
- Plans work schedule and sets priorities.
- Removes unit such as engine, transmission or differential.
- Raising vehicle with hydraulic jack or hoist to gain access to mechanical units bolted to underside of vehicle.
- Repairs parts such as crankshafts and cylinder blocks.
- Rewires ignition system, lights, and instrument panels.
- Relines and adjusts brakes, repairs or replaces shock absorbers and solders leaks in radiators.
- Repairs hydraulic systems, diesel engines, gasoline engines and heavy equipment.
- Able to read wiring diagrams and oil circuits.
- Able to work with a variety of hand and power tools.
- 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;
- Five (5) years of increasingly responsible auto repair/welding experience; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to understand, follow and give oral and written instructions and directives.
- Must be able to perform duties of Mechanic I.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

Work involves considerable stooping, bending, and working in overhead structures and on scaffolds. Considerable glare emits from work, requiring the wearing of personal protective equipment. Exposed to moderate burns and exposed to flying objects, such as chips and scale. Work also involves varying degrees of precision and control where damage could be considerable.

The noise level in the work environment is usually loud.

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:
- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:
- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Pct.#2

DATE: Enter Date
9/17/2003

CURRENT POSITION TITLE: Enter position Title
None

CURRENT SLOT. #: Enter current
122-006-0061

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 26,500.00 (Proposed Budgeted Salary) $ 26,500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		**FLSA:**	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒

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

Need additional Machanic to assist with the work load at the shop.

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

See attached job description

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/17/2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	09.18.08 DATE	PERSONNEL PROCEDURES COMPLETED	☒ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/08 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, September 23, 2008 **Agenda Item:** AI-11229

Summary of request/proposal:
Precinct 2 is requesting the approval to create one (1) Mechanic II position (slot # 0061) for Precinct 2 Road & Bridge. Note the effective date of 9/29/08.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Mechanic II	0061	113	0.00	26,500.00	26,500.00
				0.00	26,500.00	26,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1202-431-00-122-006-0-	113	PCT.2 P/U RD-	PERM F/T EMPLOYEES	$6,877.86
8-1202-431-00-122-006-0-	211	PCT.2 P/U RD-	HEALTH INSURANCE	$1,080.73
8-1202-431-00-122-006-0-	212	PCT.2 P/U RD-	LIFE INSURANCE	$8.56
8-1202-431-00-122-006-0-	220	PCT.2 P/U RD-	FICA	$526.16
8-1202-431-00-122-006-0-	230	PCT.2 P/U RD-	RETIREMENT	$603.88
8-1202-431-00-122-006-0-	250	PCT.2 P/U RD-	UNEMPLOYMENT COMP	$34.39
8-1202-431-00-122-006-0-	260	PCT.2 P/U RD-	WORKER'S COMP	$678.85
			2008 Budgetary Impact	$9,810.43

2009 Budgetary Impact: **$37,799.00**

Possible Funding Sources: **Lapsed salary from within Pct 2 Road & Bridge**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1202-431-00-122-006-0-
PCT.2 P/U RD

AI-11229

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	63,495.00	0.00	63,495.00	4.00%	2,540.00	0.00	66,035.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
0002	113	FIELD OPER DIR	61,500.00	0.00	61,500.00	4.00%	2,460.00	0.00	63,960.00	63,960.00	480.00	0.00	0.00	0.00	0.00	64,440.00
0003	113	RESEARCH AND DEVELOPMENT DIRECTOR	44,908.00	0.00	44,908.00	4.00%	1,796.00	0.00	46,704.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	41,744.00	0.00	41,744.00	4.00%	1,670.00	0.00	43,414.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	40,000.00	0.00	40,000.00	4.00%	1,600.00	0.00	41,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	39,112.00	0.00	39,112.00	4.00%	1,564.48	0.00	40,676.00	40,676.00	480.00	0.00	0.00	0.00	0.00	41,156.00
0007	113	ACCOUNTANT	38,000.00	0.00	38,000.00	4.00%	1,520.00	0.00	39,520.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	47,500.00	0.00	47,500.00	4.00%	1,900.00	0.00	49,400.00	49,400.00	0.00	0.00	0.00	0.00	0.00	49,400.00
0009	113	ASST FIELD/OP DIR	36,243.00	0.00	36,243.00	4.00%	1,450.00	0.00	37,693.00	36,975.00	1,260.00	0.00	0.00	0.00	0.00	38,235.00
0010	113	HEAVY EQUIPMENT OPERATOR III	32,553.00	0.00	32,553.00	4.00%	1,302.12	0.00	33,855.00	33,855.00	600.00	0.00	0.00	0.00	0.00	34,455.00
0011	113	HEAVY EQUIPMENT OPERATOR III	31,749.00	0.00	31,749.00	4.00%	1,270.00	0.00	33,019.00	24,960.00	0.00	0.00	0.00	0.00	0.00	24,960.00
0012	113	HEAVY EQ OP III	31,749.00	0.00	31,749.00	4.00%	1,269.96	0.00	33,019.00	33,019.00	1,020.00	0.00	0.00	0.00	0.00	34,039.00
0013	113	HEAVY EQ OP III	31,749.00	0.00	31,749.00	4.00%	1,270.00	0.00	33,019.00	30,884.00	1,020.00	0.00	0.00	0.00	0.00	31,904.00
0014	113	MECHANIC III	31,816.00	0.00	31,816.00	4.00%	1,273.00	0.00	33,089.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	OFFICE COORDINATOR	29,094.00	0.00	29,094.00	4.00%	1,164.00	0.00	30,258.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	27,292.00	0.00	27,292.00	4.00%	1,092.00	0.00	28,384.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	MECHANIC II	27,111.00	0.00	27,111.00	4.00%	1,084.00	0.00	28,195.00	28,195.00	600.00	0.00	0.00	0.00	0.00	28,795.00
0018	113	ADMINISTRATIVE ASISTANT II	27,093.00	0.00	27,093.00	4.00%	1,084.00	9,823.00	38,000.00	35,000.00	900.00	0.00	0.00	0.00	0.00	35,900.00
0019	113	INVENTORY CLK	26,729.00	0.00	26,729.00	4.00%	1,069.00	0.00	27,798.00	27,798.00	0.00	0.00	0.00	0.00	0.00	27,798.00
0020	113	CLERK/RECEPTIONIST	25,860.00	0.00	25,860.00	4.00%	1,034.00	0.00	26,894.00	26,894.00	480.00	0.00	0.00	0.00	0.00	27,374.00
0021	113	OFFICE CLERK	25,860.00	0.00	25,860.00	4.00%	1,034.00	0.00	26,894.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0022	113	TRCK DRVER III	25,782.00	0.00	25,782.00	4.00%	1,031.28	0.00	26,813.00	26,813.00	660.00	0.00	0.00	0.00	0.00	27,473.00
0023	113	TRCK DRVER III	25,514.00	0.00	25,514.00	4.00%	1,021.00	0.00	26,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0024	113	TRCK DRVER III	25,514.00	0.00	25,514.00	4.00%	1,021.00	0.00	26,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0025	113	HEAVY EQ OP II	25,342.00	0.00	25,342.00	4.00%	1,014.00	0.00	26,356.00	24,340.00	0.00	0.00	0.00	0.00	0.00	24,340.00
0026	113	TRCK DRIVER I	24,572.00	0.00	24,572.00	4.07%	1,000.00	0.00	25,572.00	23,646.92	960.00	0.00	0.00	0.00	0.00	24,606.92
0027	113	TRCK DRIVER II	24,136.00	0.00	24,136.00	4.14%	1,000.00	0.00	25,136.00	19,900.00	0.00	0.00	0.00	0.00	0.00	19,900.00
0028	113	TRCK DRIVER II	24,016.00	0.00	24,016.00	4.16%	1,000.00	0.00	25,016.00	25,016.00	900.00	0.00	0.00	0.00	0.00	25,916.00
0029	113	TRCK DRIVER II	24,016.00	0.00	24,016.00	4.16%	1,000.00	0.00	25,016.00	23,748.00	420.00	0.00	0.00	0.00	0.00	24,168.00
0030	113	TRF SA/SPC III	23,991.00	0.00	23,991.00	4.17%	1,000.00	0.00	24,991.00	23,646.92	360.00	0.00	0.00	0.00	0.00	24,007.00
0031	113	HEAVY EQUIPMENT OPERATOR II	23,828.00	0.00	23,828.00	4.20%	1,000.00	0.00	24,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0032	113	TRCK DRIVER II	23,790.00	0.00	23,790.00	4.20%	1,000.00	0.00	24,790.00	24,790.00	1,140.00	0.00	0.00	0.00	0.00	25,930.00
0033	113	MAINTENANCE I	23,265.00	0.00	23,265.00	4.30%	1,000.00	0.00	24,265.00	24,265.00	960.00	0.00	0.00	0.00	0.00	25,225.00

0034	113	TRUCK DRIVER II	23,059.00	0.00	23,059.00	4.34%	1,000.00	0.00	24,059.00	19,900.00	0.00	0.00	0.00	0.00	0.00	19,900.00
0035	113	MAINTENANCE II	22,204.00	0.00	22,204.00	4.50%	1,000.00	0.00	23,204.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0036	113	MAINTENANCE II	21,840.00	0.00	21,840.00	4.58%	1,000.00	0.00	22,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0037	113	TRF SA/SPC I	21,355.00	0.00	21,355.00	4.68%	1,000.00	0.00	22,355.00	20,905.60	0.00	0.00	0.00	0.00	0.00	20,906.00
0038	113	MAINTENANCE I	20,753.00	0.00	20,753.00	4.82%	1,000.00	0.00	21,753.00	21,753.00	480.00	0.00	0.00	0.00	0.00	22,233.00
0039	113	MAINTENANCE I	20,753.00	0.00	20,753.00	4.82%	1,000.00	0.00	21,753.00	20,345.00	420.00	0.00	0.00	0.00	0.00	20,765.00
0040	113	MAINTENANCE I	20,338.00	0.00	20,338.00	4.92%	1,000.00	0.00	21,338.00	20,637.46	0.00	0.00	0.00	0.00	0.00	20,637.46
0041	113	MAINTENANCE I	19,984.00	0.00	19,984.00	5.00%	1,000.00	0.00	20,984.00	20,215.00	0.00	0.00	0.00	0.00	0.00	20,215.00
0042	113	MAINTENANCE I	19,984.00	0.00	19,984.00	5.00%	1,000.00	0.00	20,984.00	20,345.00	300.00	0.00	0.00	0.00	0.00	20,645.00
0043	113	MAINTENANCE I	19,703.00	0.00	19,703.00	5.08%	1,000.00	0.00	20,703.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0044	113	TRAF SA/SP I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	18,689.00	0.00	0.00	0.00	0.00	0.00	18,689.00
0045	113	TRAF SA/SP I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0055	114	OFFICE CLERK	9,360.00	0.00	9,360.00	4.00%	374.00	0.00	9,734.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	TIRE REPAIR/MAINTENANCE	0.00	21,840.00	21,840.00	0.00%	0.00	0.00	21,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T057	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00%	0.00	0.00	19,760.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
T058	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00%	0.00	0.00	19,760.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
T059	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00%	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T060	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00%	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,312,946.00	100,880.00	1,413,826.00		54,907.84	9,823.00	1,478,556.00	928,611.90	13,440.00	0.00	0.00	0.00	0.00	942,052.38

++++ADD++++ NEW PROPOSED POSITION

0061	**113**	**MAINTENANCE II**	**0.00**	**26,500.00**	**26,500.00**	**0.00%**	**0.00**	**0.00**	**26,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

AI-11283 **18.B.**

Interlocal Agreement with the City of Pharr
CC REGULAR

Date: 09/23/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Discussion and approval of Interlocal Cooperation Agreement between the City of Pharr, Texas and County of Hidalgo, Texas for general purpose in multiple project.

BACKGROUND

Fiscal Impact

Attachments

Link: ICA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 11:14 AM	APRV
2	Dale Kennan	Dale Kennan	09/18/2008 01:17 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 06:00 PM	APRV
4	Sergio Cruz	Sergio Cruz	09/19/2008 04:25 PM	APRV
5	Purchasing Department		09/19/2008 05:14 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 09/18/2008 10:47 AM	
Final Approval Date: 09/19/2008				

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF PHARR, TEXAS

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

W I T N E S S E T H:

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

WHEREAS, Pharr is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of Commissioner of Precinct 2 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates to County for individuals required to complete the Work. Prior to City utilizing and County manpower, City shall request and receive the current hourly rates of County individual, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and City agrees

to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 2 determining that the County individuals so requested by the City are not required for projects of Precinct 2 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not required by the City for the times requested by the County.

4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. The parties agree that all other costs associated with the Work shall be the responsibility of the requesting entity in their entirety.

6. **Term**. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.

7. Upon a change in price for manpower for county employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

8. Upon a change in price for manpower for city employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.

9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

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

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

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

13. **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.

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

If to City:	City of Pharr Attention: Fred Sandoval, City Manager 118 S. Cage Blvd. Pharr, Texas 78577
If to County:	Hidalgo County Attention: J.D. Salinas III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 2
Hector “Tito” Palacios
301 East State
Pharr, Texas 78577

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

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

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

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

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

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

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

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this

provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

CITY OF PHARR

By: _____
Leopoldo “Polo” Palacios, Mayor

Attest:

_____

HIDALGO COUNTY

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

Attest:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

AI-11188 19.A.

Pct #3 BCAP Transfer

CC REGULAR

Date: 09/23/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfer for Precinct #3 Colonia Access Program (1311) from El Paraiso (program 247) to North Cross Estates (program 498) in the amount of $2,401.90.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-123-XXX-X-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Program 247-->Program 498 $2,401.90; Available balance as of 09/18/08 $ 45,700.74.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/16/2008 01:36 PM	APRV
2	Erika Reyna	Erika Reyna	09/18/2008 09:13 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 06:01 PM	APRV
4	Mike Escaname		09/19/2008 05:14 PM	NEW
Form Started By: Norma Ceballos			Started On: 09/16/2008 11:04 AM	
Final Approval Date: 09/19/2008				

INTER-DEPARTMENTAL TRANSFER

DATE: September 16, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1311-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration 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:		
8-1311-431-00-123-247-0-733	El Paraiso-Drainage Ditches	**2,401.90**
TO:		
8-1311-431-00-123-498-1-733	North Cross Estates Drainage Ditches	**$ 2,401.90**
	Total Budget (Increase/Decrease)	**0.00**

REASON: Change Order

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-11268 **20.A.5.**

TIME CLOCKS-Equipment, Warranty and Installation on an "As Needed Basis"

CC REGULAR

Date: 09/23/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: RENAN
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of specifications and/or requirements as attached hereto for: RFP-Hidalgo County Time Clocks (equipment and warranty) on an "As Neede Basis" with the added provision that equipment must be compatible with Hidalgo County's current proprietary Time and Attendance Application.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-745
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 09/19/08 $20,196.46

Attachments

Link: EXHIBIT A REQUIREMENTS
Link: EXHIBIT B EVALUATION
Link: DRAFT CONTRACT DOCUEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 04:38 PM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 07:39 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/19/2008 09:14 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Vangie Garcia Started On: 09/17/2008 04:58 PM

Final Approval Date: 09/19/2008

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EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"TIME CLOCK (Equipment and Warranty)"

RFP NO:

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TIME CLOCK (Equipment and Warranty)"
RFP NO:

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Overview:

The County of Hidalgo is seeking to engage Proposer's to furnish a TIME CLOCK (Equipment and Warranty) and ***"Must be compatible with Hidalgo County's current proprietary Time and Attendance Applications".*** The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TIME CLOCK (Equipment and Warranty)"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, _____. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "TIME CLOCK (Equipment and Warranty)" selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:
RFP Number:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, date, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, date, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

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Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or

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disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for ***One Year***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under ***Warranty and Support Requirements*** in ***Exhibit "A***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II – RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted

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RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

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If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

HARDWARE REQUIREMENTS

1. The time clock must provide biometric finger scanning capabilities.
2. The time clock must have at least 512K of RAM.
3. The time clock must have at least 256K of programmable flash memory.
4. The time clock must work in a single or multi-clock environment.
5. The time clock must be EIA Standard RS232 or RS485 compatible.
6. The time clock must provide an Ethernet 10/100 Base T with DHCP.
7. The time clock must have HID ProxPoint capabilities.
8. The time clock must provide power over Ethernet PoE capabilities.
9. The time clock must have optional support fur a UPS System.
10. The time clock must have on-board setup and diagnostic utilities.
11. The time clock must have a four-line display.
12. The time clock must accept both 12 and 24-hour formats.
13. The time clock must be able to stand-alone and connect on demand or at pre-scheduled times to Hidalgo County's time clock server.

PROGRAMMING REQUIREMENTS

1. The time clock must provide programming capabilities to interface with Hidalgo County' existing time clock software.

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2. The programming application must be able to define commands by transaction type: On-line interactive, batch mode, or Internet mode.
3. The programming application must be able to provide complete control over the entry, filtering, and validation of data.
4. The programming application must be able to validate tables, manage schedules, employees, and departments.
5. The programming application must be able to provide Biometric template management.
6. The programming application must be able to provide several levels of supervisor over ride capabilities.
7. The programming application must allow for PIN's to be attached to employees or selected functions.
8. The programming application must be able to define meal and grace periods and lengths.
9. The programming application must support WEM encryption.
10. The programming application must allow for employee prompting, which includes messages that can be changed, updated for one or all employees and support multiple languages.
11. The programming application must be able to display the employee name at punch.
12. The programming application must be able to define badge number length with or without padding.

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13. The programming application must provide supervisor levels to be linked to an employee to control schedule overrides, miss punches, and biometric enrollment.
14. The programming application must be able to restrict the times employee can punch in or out including grace periods.
15. The programming application must provide employees to view schedules, week-to-date hours, and last punch.
16. The programming application must provide the ability to actuate bells/alarms.
17. The programming application must be able to provide a valid table of badges that can be set up for visiting employees with expiration dates.
18. The programming application must automatically adjust for Daylight Savings Time.
19. The programming application must restrict employees from double punching by not allowing the employee to use the clock for a defined period of time from the last punch.

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WARRANTY and SUPPORT REQUIREMENTS

1. Must be able to provide on-hand local support.
2. Must be able to provide a 24-hour quick exchange on all time clocks under warranty.

3. Must be able to provide training to departments and staff on time clock
4. Must be able to provide a yearly warranty and support agreement.
5. Must be able to provide a four-hour response to all support issues.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County's IT Director-Renăn Ramierz, will review all proposals for completeness. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. Cost will be evaluated on an equal basis with the technical criteria.

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(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.

1. **Responsiveness to the Request for Proposal (25 Points)**
   a) Requested information included and thoroughness of response.
   b) Understanding and acceptance of the scope of service.
   c) Acceptance of the RFP and Contract requirements.
   d) Clarity and conciseness of the response.

2. **Economic evaluation of the Proposed Fee Schedule (50 Points)**

3. **Capability to provide the services requested (25 Points)**
   a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity.
   b) Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
   c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
   d) Other resources, including total number of employees.
   e) References with contact names and telephone numbers.

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NEGOTIATION PROCESS:

Compliance with all requirements and scope of services of RFP, the most proposed productive, qualified, experience, efficient and effective proposal in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the RFP. Accuracy and completeness are essential and Hidalgo County reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, date, 2008.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

TIME CLOCK (Equipment & Warranty)

RFP NO:

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SELECTION/EVALUATION/RANKING PROCESS:

1. **Responsiveness to the Request for Proposal (25 Points)**
   a) Requested information included and thoroughness of response.
   b) Understanding and acceptance of the scope of service.
   c) Acceptance of the RFP and Contract requirements.
   d) Clarity and conciseness of the response.

2. **Economic evaluation of the Proposed Fee Schedule (50 Points)**

3. **Capability to provide the services requested (25 Points)**
   a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity.
   b) Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
   c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
   d) Other resources, including total number of employees.
   e) References with contact names and telephone numbers.

NEGOTIATION PROCESS:

Compliance with all requirements and scope of services of RFP, the most proposed productive, qualified, experience, efficient and effective proposal in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the RFP. Accuracy and completeness are essential and Hidalgo County reserves the right to reject any and all RFPs.

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County's IT Director-Renăn Ramierz, will review all proposals for completeness. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. Cost will be evaluated on an equal basis with the technical criteria.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and

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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.

HIDALGO COUNTY-RFP EVALUATION FORM

Selection Criteria	Points	Score
1. Responsiveness to the Request for Proposal a) Requested information included and thoroughness of response. b) Understanding and acceptance of the scope of service. c) Acceptance of the RFP and Contract requirements. d) Clarity and conciseness of the response.	25 Points	_____
Comments/Rationale _____		
2. Economic evaluation of the Proposed Fee Schedule	50 Points	_____
Comments/Rationale		
3. Capability to provide the services requested a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity. b) Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d) Other resources, including total number of employees. e) References with contact names and telephone numbers.	25 Points	_____
Comments/Rationale		

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Total Score _____

Provider: _____

Evaluator: _____

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this__day of_____ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. ("Company") .

WHEREAS, Company responded to advertised notices for bids for **"Time Clocks (Equipment and Warranty)"** (the "Services") for Hidalgo County, and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, as copy of such specifications is attached hereto as Exhibit "A" " respectively and incorporated herein for all purposes (the "Specifications"): and

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **Hidalgo County** of Hidalgo County, Texas, 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 the Hidalgo County following a request for service by the Hidalgo County

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IT Department Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on_____ and end on_____.

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. 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.

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or

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judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) 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.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in CEAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the CEAP program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse. Company shall immediately notify the County of any identified instances of waste, fraud or

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abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. 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.

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

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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: _____

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20. 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.

21. 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement

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under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

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30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- Meet schedules:
- Pay any required fees or taxes; or
- Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in

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the performance of this Contract no person having such interest shall be employed or appointed by Company..

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

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40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

WITNESS our hands in duplicate originals this ____ day of_____, 2008

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court:_____

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

By:_____
Stephen L. Crain

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AI-11249 **20.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: 09/23/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation and recommendation by project architect (for Alcocer Garcia & Associates) to engage professional engineering services pursuant to the AIA form of agreement between Hidalgo County and Architect under provision (page 5, paragraph 1.3.3) in connection with the "Renovations to Administration Building at 100 E. Cano" (Contract No. C-08-131-08-07) including but not limited to the following necessary and required assessments:
A. H-VAC System
B. Asbestos
C. Structural

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $2,796,100.00 as of 9/18/08.

Attachments

Link: AGADC Assessments requests
Link: Project update

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:09 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:34 PM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 04:30 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:06 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Moises Salazar

Started On: 09/17/2008 04:18 PM

Final Approval Date: 09/19/2008

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

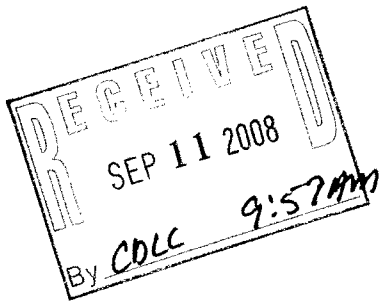
ASBESTOS SURVEY
TEXAS DEPARTMENT OF HEALTH

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.



C.C.: 9/16/08
ITEM: 18-A-6

Martha Salazar

From: Edo [edo@agadc.com]
Sent: Monday, September 15, 2008 10:45 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Asbestos proposal
Attachments: PSF08-456-00.pdf

M.

Attached is Raba-Kistner Consultants, Inc.'s (RKCI) Asbestos Survey Proposal for a Lump Sum Fee of $3,700.00, a total of $4,070.00 with AGADC's mark-up. In the event that Asbestos Containment Materials (ACM) is discovered, the monitoring and removal of ACM's is not a part of AGADC's Scope of Services. For this service the County can engage with a pre-approved Abatement Consulting Firm.

Structural Analysis;
We expect a proposal from RKCI this afternoon.

Third Floor MEP Analysis;
Based on information gathered by our project MEP consultant it is best to replace the existing antiquated mechanical system. Therefore, RKCI will not be required.

First and Second Floor MEP Analysis;
We are in the process of evaluating existing mechanical systems. At this time we do not feel that an additional testing lab will be required.

Elevators;
Made contact with Bill Harrison, Thyssen Krupp, he has assigned the local representative, Gregg Laznowski, to meet with us to discuss options. I will keep you posted.

In the interest of time, please table our agenda item till we gather the pending information.

Edo.

AGA
Eduardo Alcocer
Alcocer Garcia Associates
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office 956.618.2007
Fax 956.618.2008
Cellular 956.607.6671
e-mail: edo@agadc.com

Raba Kistner

PROPOSAL NO: PSF08-456-00
DATE: September 15, 2008

Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

AUTHORIZATION FORM

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AUTHORIZATION FORM, INCLUDING ATTACHMENTS, AND AUTHORIZE RABA-KISTNER CONSULTANTS, INC. (R-K) TO PERFORM THE FOLLOWING SERVICE(S): Conduct an Asbestos survey of the 1st, 2nd and 3rd floor of the Hidalgo County old administration building to include the interior building materials. The survey is being requested as part of the scheduled renovation activities. The collected samples will be submitted for laboratory analyses to determine asbestos type & content. The samples will be analyzed by Polarized Light Microscopy coupled with Dispersion Staining (PLM/DS) in accordance with the EPA method of determining asbestos in the bulk sample 40 CFR Part 763, Subpart F, Appendix A.

LOCATION WHERE SERVICES ARE TO BE PERFORMED Hidalgo County Old Administration Building located at SE corner of University Drive and Closner Boulevard in Edinburg, Texas.

We will perform the above scope-of-work for a **LUMP SUM FEE of $3,700.00.** This fee includes sample collection of bulk samples (up to 120 samples), with a 2 day turnaround laboratory analyses and report with recommendations, if needed.

The above is expected to take approximately six (6) working days to complete after we receive written authorization to proceed.

Unless party responsible for payment has an established account with **R-K**, it may be necessary to hold reports until proper credit approval has been issued or until payment is made in full. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in McAllen, Texas.

Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

SIGNATURE:	X	**DATE:**	
PRINTED NAME:	Mr. George A Garcia, Project Architect		
COMPANY NAME:	Alcocer Garcia Associates – Design Consulting		
COMPANY ADDRESS:	1333 E. Jasmine Avenue		
CITY, STATE, ZIP:	Edinburg, Texas 78501		
PHONE NUMBER:	956-618-2007	**FAX NUMBER:**	956-618-2008
E-MAIL:	carlos@agadc.com		

RABA-KISTNER CONSULTANTS, INC.

Michael P. Cosgrove

Michael Cosgrove
Environmental Project Manager

Alvaro Gurrola
Environmental Professional

MPC/AG/da
Copies Submitted: Above (2)

Attachments: I - Standard Terms and Conditions
II - Schedule of Fees for Professional Services

Proposal No. PSF08-456-00
September 15, 2008

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Consultants (SW), Inc.; Raba-Kistner-Brytest, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

   Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.

3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.

4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.

5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

   The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.

7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

   In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services – not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

   During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

   Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report and other instruments of service are prepared for, and made available for the sole use of the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

   R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in

contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. R-K shall be the owner and custodian of the instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various instruments and for what purposes, and R-K shall copyright the instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerption of them.

Parties other than those identified by CLIENT and R-K may apply to use an instrument, using a form prepared by R-K for that purpose. Others' use of an instrument shall be permitted only when CLIENT and R-K both so agree; either shall have the right to forbid use by others. In addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.

11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.

12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed $50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of $1,000,000.

13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

16. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

18. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Proposal No. PSF08-456-00
September 15, 2008

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$65 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$38 to $75/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

AI-11248 **20.A.7.**

Tandberg T150 Cameras
CC REGULAR

Date: 09/23/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Indigent Defense:
Requesting authority to purchase (6) six tandberg T150 cameras including maintenance agreement through our membership/participation with (DIR) Department of Information Resource's awarded vendor, Designs That Compute, d/b/a, Visionality DIR contract #-SDD-214 through requisition #139729 for the total amount of $9,766.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-009-003-0-748
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 139729 in the amount of $9,766.00 as of 09/18/08

Funds available in account as of 09/18/08 $894.00

Attachments

Link: T150 Cameras

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 05:27 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 07:38 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/18/2008 02:27 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:08 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Matilde Faz Started On: 09/17/2008 04:13 PM

Final Approval Date: 09/19/2008

Requisition

Req # 00139729

PO #

Date: 09/17/08

Regular # 11248 9/23/08

Bill To: x
x

Vendor : 362387
DESIGNS THAT COMPUTE D/B/A VISIONALI'
1778 N PLANO RD #211B
RICHARDSON TX 75081
FAX (214)276-0123

Ship To: Indigent Defense
100 N. Closner
Annex Bldg 1
Edinburg Tx 78539

Contact: **David Sinder**
956-318-2372

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6	EACH	6 tandberg t150 cameras with service contract	1,611.00	9,666.00
1	EACH	shipping	100.00	100.00
		Account No	Encumbrance	
		8-1100-412-00-009-003-0-748	9,766.00	
			Freight	.00
			Total	9,766.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		No agreement to be sign as per Vendor		
				DR

Authorized By: _____

VISIONALITY
DESIGNS THAT COMPUTE
1778 N PLANO RD STE 211B
RICHARDSON, TX 75081
(P) 214-276-0124 - (F) 214-276-0123

QuoteNumber
JL090508C -2

Customer			
Company:	Hidalgo County	Date:	8/17/08
Contact:	Matilde Faz	Acct. Rep.	**Jack Locke**
Phone:	956-318-2626 ext. 4854	Phone:	(214) 276-0124
Fax:		Fax:	(214) 276-0123
Email:	*matilde.faz@co.hidalgo.tx.us*	Email:	jack@visionality.com
Address:	Edinburgh		

DIR-SDD-214

Equipment

Qty	DTC Part Number	Description	Catalogue Price	Sales Price	Extended Customer Price
6	DT1-2150	150 MXP(Maintanence Contract Required)	$1,990.00	$1,512.00	$9,072.00
6	DT1-9150-PCS	Core Service 150 MXP 1 YR	$132.00	$99.00	$594.00
		No Signature Required for Maintanance Contract			

Total List	**$12,732.00**
Net	$3,066.00
Discount	
Item Total	*$9,666.00*
Discount	$0.00
Net Total	**$9,666.00**
Service	$0.00
Installation	$0.00
Shipping	$100.00
Total	**$9,766.00**
Tax	$0.00
Total	**$9,766.00**

Designs That Compute is now a Texas HUB
This Quote Valid for 30 days from date above
All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

VISIONALITY
DESIGNSTHATCOMPUTE
1778 N PLANO RD STE 211B
RICHARDSON, TX 75081
(P) 214-276-0124 - (F) 214-276-0123

Disclaimers
Visionality - Designs That Compute (DTC) is a reseller of videoconferencing products. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturers warranty.

Limitations
The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

Statement of Confidentiality
This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC. This proposal may not be offered to others without the express written consent of DTC.

Terms and Conditions
DTC does not accept product returns unless defective and only for replacement.

Payment Terms
In some cased prepayment may be required. For all other items shipped, payment is due immediately upon receipt. Grace is extended for 21 days. Any objections to delivery or installation by the customer that many delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing, at that time purchasing must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products being installed will be billed when delivered rather after installation, if installation cannot be scheduled within 2 weeks of delivery. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

AI-11230 **20.A.8.**

Requesting for Certificate of Payment No. 4 from Enriquez Enterprise for Hidalgo County Headstart Kitchen

CC REGULAR

Date: 09/23/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval of Request for Application No. 4 in the amount of $119,618.30 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Headstart Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-444-00-220-032-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
PO# 600547

Attachments

Link: Application No. 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 05:21 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 07:36 AM	APRV
3	Erika Reyna	Erika Reyna	09/18/2008 11:42 AM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:12 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV
Form Started By: Rocio Villarreal			Started On: 09/17/2008 02:31 PM	
Final Approval Date: 09/19/2008				

rofa
architects

rike
ogden
figueroa
allex

September 12, 2008

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Central Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment #4 submitted by Enriquez Enterprises, Inc. in the amount of **$119,618.30.**
2. Affidavit and Partial Waiver of Lien #4 dated August 25, 2008.
3. Statement of Surety Company for Review of Application for Payment #4 dated August 25, 2008.

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER County of Hidalgo
Edinburg, TX 78539

FROM CONTRACTOR:
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, TX 78540

CONTRACT FOR: General Construction

PROJECT: Hidalgo County Headstart Central Kitchen

VIA ARCHITECT Rike-Ogden-Figueroa Architects
1007 Walnut Ave.
McAllen, TX 78501

APPLICATION NO: Four
PERIOD TO: Aug. 31, 2008
PROJECT NOS: Forty-Nine
CONTRACT DATE: March 2008

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$722,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 722,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 536,352.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	26,817.60	
b. 5 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		26,817.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		509,534.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		389,916.10
8. CURRENT PAYMENT DUE		$119,618.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 212,465.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Enriquez Enterprises, Inc.

By: _____ Date: Aug. 25, 2008

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 25th day of August
Notary Public: Esther E. Hernandez
My Commission expires: 4-19-2012

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 119,618.30

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Rike-Ogden-Figueroa Architects

By: _____ Date: 9.10.8

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Four
APPLICATION DATE: Aug. 25, 2008
PERIOD TO: Aug. 31, 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Bonds & Insurance	$14,000.00	$14,000.00			$14,000.00	100.00%		$700.00
2	General Conditions	$15,300.00	$8,750.00	$3,000.00		$11,750.00	76.80%	$3,550.00	$587.50
3	Supervision	$24,000.00	$16,000.00	$4,000.00		$20,000.00	83.33%	$4,000.00	$1,000.00
4	Temporary Fence/Barricade	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Dumpster/Trash Removal	$6,000.00	$2,000.00	$2,000.00		$4,000.00	66.67%	$2,000.00	$200.00
6	Equipment Rental	$4,500.00	$1,500.00	$1,500.00		$3,000.00	66.67%	$1,500.00	$150.00
7	Progress Cleaning	$3,000.00	$1,000.00	$1,000.00		$2,000.00	66.67%	$1,000.00	$100.00
8	Field Engineering	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
9	Temporary Light	$2,500.00						$2,500.00	$0.00
10	Building Pad/Select Fill	$13,620.00	$13,620.00			$13,620.00	100.00%		$681.00
11	Utilities: Sewer	$16,155.00	$16,155.00			$16,155.00	100.00%		$807.75
12	Utilities: Water	$17,500.00						$17,500.00	$0.00
13	Utilities: Storm	$4,274.00	$4,274.00			$4,274.00	100.00%		$213.70
14	Asphalt Paving (Site Work)	$30,807.00	$7,000.00	$15,400.00		$22,400.00	72.71%	$8,407.00	$1,120.00
15	Concrete Paving (Site Work)	$3,600.00		$3,600.00		$3,600.00	100.00%		$180.00
16	Concrete Curb & Gutter (Site Work)	$4,512.00		$4,512.00		$4,512.00	100.00%		$225.60
17	Final Grading & Swells	$2,500.00		$2,500.00		$2,500.00	100.00%		$125.00
18	Termite Control	$531.00	$531.00			$531.00	100.00%		$26.55
19	Concrete Foundation	$20,200.00	$20,200.00			$20,200.00	100.00%		$1,010.00
20	Reinforcing Steel: Foundation	$7,058.00	$7,058.00			$7,058.00	100.00%		$352.90
21	Concrete Pump	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
22	Concrete Sidewalks (Site Work)	$6,920.00		$6,920.00		$6,920.00	100.00%		$346.00
23	Light Pole (Site Work)	$1,000.00						$1,000.00	$0.00
24	Masonry	$44,000.00	$44,000.00			$44,000.00	100.00%		$2,200.00
25	Reinforcing Steel: Masonry	$0.00							$0.00
26	Splash Blocks	$500.00						$500.00	$0.00
27	Structural Steel	$47,000.00	$47,000.00			$47,000.00	100.00%		$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	$800.00						$800.00	$0.00
29	Custom Cabinets	$1,500.00		$1,500.00		$1,500.00	100.00%		$75.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Four
APPLICATION DATE: Aug. 25, 2008
PERIOD TO: Aug. 31, 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
30	Dampproofing & Waterproofing	$9,200.00	$9,200.00			$9,200.00	100.00%		$460.00
31	Joint Sealers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
32	Hollow Metal Frames & Doors	$7,386.00	$7,386.00			$7,386.00	100.00%		$369.30
33	Wood Doors	$2,170.00	$2,170.00			$2,170.00	100.00%		$108.50
34	Finish Hardware	$8,450.00	$7,202.00			$7,202.00	85.23%	$1,248.00	$360.10
35	Installation of HMF, Doors, & Hardware	$6,000.00		$4,500.00		$4,500.00	75.00%	$1,500.00	$225.00
36	Special Doors	$1,756.00	$1,756.00			$1,756.00	100.00%		$87.80
37	Installation of Special Door	$500.00	$500.00			$500.00	100.00%		$25.00
38	Glass & Glazing	$890.00	$890.00			$890.00	100.00%		$44.50
39	Gypsum Drywall	$5,600.00	$5,600.00			$5,600.00	100.00%		$280.00
40	Portland Cement Plaster	$7,800.00	$7,800.00			$7,800.00	100.00%		$390.00
41	Ceramic Tile Floor Finish	$2,850.00		$2,850.00		$2,850.00	100.00%		$142.50
42	Acoustical Ceilings	$12,600.00	$5,000.00	$3,000.00		$8,000.00	63.49%	$4,600.00	$400.00
43	Resilient Base	$2,400.00						$2,400.00	$0.00
44	Painting	$12,000.00	$4,320.00	$7,680.00		$12,000.00	100.00%		$600.00
45	Lockers	$5,000.00						$5,000.00	$0.00
46	Identifying Devices	$602.00		$602.00		$602.00	100.00%		$30.10
47	Fire Extinguishers/Cabinets	$650.00		$650.00		$650.00	100.00%		$32.50
48	Toilet Accessories	$1,934.00	$1,934.00			$1,934.00	100.00%		$96.70
49	Installation of Specialty Items	$2,800.00		$2,800.00		$2,800.00	100.00%		$140.00
50	Food Service Equipment	$32,975.00		$32,975.00		$32,975.00	100.00%		$1,648.75
51	Mapes Canopies	$5,146.00	$5,146.00			$5,146.00	100.00%		$257.30
52	Plumbing	$71,361.00	$38,908.00	$15,835.00		$54,743.00	76.71%	$16,618.00	$2,737.15
53	HVAC	$62,000.00	$59,650.00			$59,650.00	96.21%	$2,350.00	$2,982.50
54	Electrical	$81,400.00	$33,888.00	$9,090.00		$42,978.00	52.80%	$38,422.00	$2,148.90
55	Permits	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
56	Landscape Allowance	$6,000.00						$6,000.00	$0.00
57	Betterment Allowance	$12,000.00						$12,000.00	$0.00
58	Final Clean-up	$1,470.00						$1,470.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Four
APPLICATION DATE: Aug. 25, 2008
PERIOD TO: Aug. 31, 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
59	Plumbing Allowance	$5,000.00						$5,000.00	$0.00
60	HVAC Allowance	$5,000.00						$5,000.00	$0.00
61	Electrical Allowance	$17,000.00						$17,000.00	$0.00
62	Contractor's Fee	$24,283.00						$24,283.00	$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$722,000.00	$410,438.00	$125,914.00		$536,352.00	74.29%	$185,648.00	$26,817.60

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. **four** submitted by **Enriquez Enterprises, Inc.**, the Contractor, for work performed for **Hidalgo County Headstart Central Kitchen** and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County."

Signature of Surety: _____

Andy Alvarez
Valley Insurance Providers
Bonding Agent

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

Vanessa Rodriguez on the 4 day of September 2008

VANESSA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-31-2011

Vanessa Rodriguez
Notary Public for the State of Texas

AFFIDAVIT AND PARTIAL WAIVER OF LIEN #4
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Headstart Central Kitchen

BEFORE ME, the undersigned authority, on this day personally appeared, **Gilbert Enriquez,** who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Enriquez Enterprises, Inc.** (the "General Contractor").

2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work.

EXECUTED this 25th day of August 2008

By:_____
Gilbert Enriquez, VP

Subscribed and Sworn to before me by the said Vice President of Enriquez Enterprises, Inc. this 25th day of August 2008, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

4-19-2012
My Commission Expires on:

AI-11206 **20.A.9.**

Structure Valuations and Insurance Appraisals for Hidalgo County Owned Real Estate Properties/Buildings (Replacement Costs)

CC REGULAR

Date: 09/23/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Roy Quintanilha
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise a "Request For Proposal" with approval of procurement packet (i.e. specifications, scopes of services, requirements and draft contract document) as attached hereto for "RFP- Structure Valuations and Insurance Appraisals for Hidalgo County Owned Real Estate Properties/Buildings" (i.e. replacement and/or reproduction costs analysis, certificates of elevation for buildings more than one (1) year old" so as to assure proper coverages.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $28,636.05 as of 9/18/08.

Attachments

Link: EXHIBIT B EVALUATION

Link: DRAFT CONTRACT DOCUMENT

Link: EXHIBIT A REQUIREMENTS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:04 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:34 PM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 04:25 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:12 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Vangie Garcia

Started On: 09/17/2008 10:26 AM

Final Approval Date: 09/19/2008

EXHIBIT B

EVALUATION CRITERIA

REQUEST FOR PROPOSAL

VALUATION and APPRAISAL FOR HIDALGO COUNTY REAL ESTATE OWNED REAL PROPERTIES/BUILDINGS (Replacement Cost)

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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 "Valuation And Appraisals for Hidalgo County Real Owned Property (Replacement Cost)".

1. PROPOSER'S DEMONSTRATED CAPABILITIES AND PROFESSIONAL QUALFIICATIONS: (30 Points)
   The Proposer (s) must provide information related to capabilities and professional qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. TOTAL PROPOSED COST: (40 Points)
   The "Proposer(s)" must provide fees for services as detailed on RFP.

3. PROFESSIONAL EXPERIENCES: (20 Points)
   The "Proposer(s)" should provide as much background information as to it's experiences in providing similar services, must state, the approach and/or methodology, in achieving and rendering all services detailed and required in the "Request For Proposal".

4. FINANCIAL QUALFICATIONS: (20 Points)
   The successful proposer(s) shall be financially solvent and have the means to complete all required contract work without pre-payments, must provide your firm's latest audited annual financial statement (Confidential).

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HIDALGO COUNTY-RFP EVALUATION FORM

Valuation And Appraisal For Hidalgo County Owned Real Properties/Buildings
(Replacement Cost)

Selection Criteria	Points	Score

1. PROPOSER'S DEMONSTRATED CAPABILITIES AND PROFESSIONAL QUALFIICATIONS:
The Proposer (s) must provide information related to capabilities and professional qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

30 Points _____

Comments/Rationale For Points:_____

2.TOTAL PROPOSED COST:
The "Proposer(s)" must provide fees for services as detailed on RFP.

30 Points _____

Comments/Rationale For Points:_____

3.PROFESSIONAL EXPERIENCES:
The "Proposer(s)" should provide as much background information as to it's experiences in providing similar services, must state, the approach and/or methodology, in achieving and rendering all services detailed and required in the "Request For Proposal".

20 Points _____

Comments/Rationale For Points:_____

4.FINANCIAL QUALFICATIONS:
The successful proposer(s) shall be financially solvent and have the means to complete all required contract work without pre-payments, must provide your firm's latest audited annual financial statement (Confidential).

20 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

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THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-08

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

WHEREAS, Company responded to advertised notices for proposals for "Valuation And Appraisal of Hidalgo County Owned Real Estate Properties/Buildings (Replacement Cost)@ (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 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

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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 **Elected Official or Department Head** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____**, 2008** and ending on _____**,** and may be extended at the sole discretion of County for an additional two (2)- one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano

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Edinburg, Texas 78539

If to Company: _____

_____

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

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

Date:_____

ATTEST:

_____ _____
Arturo Guajardo, Jr., County Clerk Date

COMPANY:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners= Court: ___, 2008

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

By:_____ Date:_____
Stephen L. Crain

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EXHIBIT “A” SPECIFICATIONS

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EXHIBIT "B"
PAYMENT SCHEDULE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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EXHIBIT “D”
CONFLICT OF INTEREST

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EXHIBIT “E”
PROPOSER’S AFFIDAVIT

BIDDER/VENDOR APPLICATION

DRAFT

W-9 FORM

DRAFT

DRAFT

DEBARMENT FORM

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

VALUATION and APPRAISAL FOR HIDALGO COUNTY OWNED REAL PROPERTIES/BUILDINGS
(Replacement Cost)

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HIDALGO COUNTY
REQUEST FOR PROPOSAL

VALUATION AND APPRAISAL FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (Replacement Cost)

RFP NO: 2008-006-VYG

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for the "Valuation and Appraisal Of Hidalgo County Owned Real Properties/Buildings (Replacement Cost)" as listed in specifications that are one (1) year and older on an "As Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable certified, licensed real estate appraiser(s). The initial tem of this contract shall commence upon award for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge, experienced, certified, and licensed appraiser(s) for the valuation and appraisal of Hidalgo County Owned Real Properties/Buildings (Replacement Cost). The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Valuation And Appraisal For Hidalgo County Owned Real Properties/Buildings (Replacement Cost)". Request For Proposals will be accepted until 9:30 A.M., Wednesday, DATE , 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFP Number: 2008-006--VYG

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, date, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, date, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

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Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for one (1) year, with Hidalgo County Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions, subject to approval by the Commissioners Court 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 contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

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All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) original and seven (7) copies of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting proposals for the "Valuation and Appraisal Of Hidalgo County Owned Real Properties/Buildings (Replacement Cost)" as listed in specifications for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable certified, licensed real estate appraiser(s). Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Hidalgo County is seeking proposals for the "Valuation And Appraisals Of Hidalgo County Owned Real Properties/Buildings (Replacement Cost) that are one (1) year and older on "An Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss. Proposer(s) shall provide prices for professional services as indicated on specifications and requirements of RFP.

1. Proposer(s) submitting proposal(s) do so entirely at their expense. There is no expressed or implied

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obligation by Hidalgo County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting any additional information requested by Hidalgo County, or for participating in any selection interviews (if applicable).

2. To provide valuations and appraisals of any/all properties/buildings that are one (1) year and older as listed on exhibits on an "As Needed Basis". Other and/or Additional properties/buildings not stated in exhibit may be added and/or included throughout the duration of the contract term.

3. Provide Hidalgo County with a comprehensive real property/building record for each item as follows:

   a. Property name, location, tax ID
   b. Square footage
   c. Condition
   d. Status
   e. Normal useful life
   f. Actual cash value
   g. Replacement value
   h. Functional replacement value as defined in the Insurance Services Offices

4. The services provided by the certified and licensed appraiser(s) shall include, but are not limited to:
   i. Inspecting property/building, property/building records and interviewing key personnel to ensure a complete valuation.
   j. Preparing a comprehensive narrative report describing the scope, procedures, and definitions used in the services performed.
   k. Provide three (3) complete final reports in hard copy including all specified requirements and a corresponding computer file in MS Excel or Access Format.

5. All contract work, including final reports, shall be completed within ninety (90) days of the contract execution date.

6. The successful proposer(s) and any assigned staff shall be licensed and certified by the State Of Texas to perform the work being requested in the RFP.

7. The successful proposer(s) shall have a minimum of ten (10) current years of experience in the valuation and appraisals of commercial and/or governmental real property.

8. The successful proposer(s) shall have successfully completed a minimum of five (5) projects of similar size and cope as the work described in RFP.

9. The successful proposer(s) shall be financially solvent and have the means to complete all required contract work without pre-payments.

10. The successful proposer(s) shall have adequate licensed and certified staff to perform all contract work within the contract time.

11. Provide a brief history of your firm, including all names and business addressed under which your firm

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has operated as requested under "Section II-RFP Requirements-Understanding Of Project".

12. Identify the professional staff members who would be performing the work, listing their qualifications, experiences, and licenses, certifications as requested under "Section II-RFP Requirements-Personnel and Staffing".

13. Provided references from the five (5) latest projects of similar size and scope to this project, including the contract manager name, address, telephone, and fax numbers.

14. Provide your firm's latest financial statements.

15. Provide proof of all minimum qualifications as requested in RFP.

16. In addition Hidalgo County may make such investigations it deems necessary to determine the ability of the Proposer(s) to perform the work. The Proposer(s) shall furnish to Hidalgo County, within five (5) days of request, all such information and data for this purpose as may be requested. Hidalgo County reserves the right to reject any proposals if the evidence submitted by or investigation of, such Proposer(s) fails to satisfy Hidalgo County that such Proposer(s) is properly qualified to carry out the obligations of the RFP and to complete the work therein.

17. In addition, Hidalgo County is requesting "Elevation Certification" for each property/buildings upon completion of their appraised values.

18. Proposer(s) shall provide prices for the base proposal (Real Property/Building Valuation) and;
Option #1-Real Properties/Buildings Valuation yearly up-date: Provide prices to update property valuations after one (1) years of completion and County acceptance of the base proposal work. Up-date work shall be completed and acceptance date. Payment shall be made for Option #1 work upon completion and County acceptance of the up-dated real property valuation reports.

Proposer(s) may provide a price for Option #2 (Appraisals of all county owned property/buildings) contained within the real property/building. The price for Option #2 shall reflect a five thousand ($5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

Hidalgo County in its sole discretion, may elect to award the Base Proposal only, or the Base Proposal plus Option #1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

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Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

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 "Valuation And Appraisals for Hidalgo County Real Owned Property (Replacement Cost)".

1. PROPOSER'S DEMONSTRATED CAPABILITIES AND PROFESSIONAL QUALIFICATIONS: (20 Points)
   The Proposer (s) must provide information related to capabilities and professional qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. TOTAL PROPOSED COST: (40 Points)
   The "Proposer(s)" must provide fees for services as detailed on RFP.

3. PROFESSIONAL EXPERIENCES: (20 Points)
   The "Proposer(s)" should provide as much background information as to it's experiences in providing similar services, must state, the approach and/or methodology, in achieving and rendering all services detailed and required in the "Request For Proposal".

4. FINANCIAL QUALIFICATIONS: (20 Points)
   The successful proposer(s) shall be financially solvent and have the means to complete all required contract work without pre-payments, must provide your firm's latest audited annual financial statement (Confidential).

NEGOTIATION PROCESS:

Compliance with all requirements and scope of services of RFP, the most proposed productive, qualified, experience, efficient and effective proposal in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the RFP. Accuracy and completeness are essential and Hidalgo County reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

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US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, date, 2008.
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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AI-11203 **20.A.10.**

Lease of Office Space for Urban County Program

CC REGULAR

Date: 09/23/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Urban County Program:
Requesting authority to advertise and approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for "Urban County Program- Lease of Office Space" (RFB No. 2008-345)

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: September 27, 2008
2nd Advertisement: October 4, 2008
Bid Opening Date: October 15, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1288-463-00-250-005-0-899
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Utilizing Urban Co. funds.

Attachments

Link: Memo, Exh. A & Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 02:46 PM	APRV
2	Budget & Management	Veronica Lopez	09/17/2008 02:47 PM	APRV
3	Veronica Lopez	Veronica Lopez	09/17/2008 04:21 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:13 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Sandra Montalvo Started On: 09/17/2008 09:44 AM

Final Approval Date: 09/19/2008

MEMORANDUM

(Revised specifications)

To: Diana Serna, Director
Hidalgo County Urban Program
Attn: Hilda Bazan via email: hbazan@blzrgvrr.com

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: September 12, 2008

Re: RFB No. 2008-345-00-00-SMA-**HIDALGO COUNTY "Lease of Office Space-URBAN COUNTY PROGRAM"**

For your **REVIEW and UPDATE,** attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: √ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: (County Acct #: 8-1288-463-00-250-005-0-899) (Primary Budget Acct #: 5008-99-2101-6443-P9900)

Diana R. Serna — Diana R. Serna — 9/16/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Tuesday, September 15, 2008 @ 5:00p.m.

Enclosures

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS

"LEASE OF OFFICE SPACE-
URBAN COUNTY PROGRAM

BID No. 2008-345-10-15-SMA

EXHIBIT "A"

HIDALGO COUNTY
"LEASE OF OFFICE SPACE-URBAN COUNTY PROGRAM"
BID NO.: 2008-345-10-15-SMA

S P E C I F I C A T I O N S

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. The proposed office building shall consist of a minimum of 7,500 to maximum of 8,500 square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: **(North) Freddy Gonzalez (Edinburg), (South) Kelly Street (Pharr), (East) Raul Longoria Road and (West) Sugar Road.**

2. Bidder shall charge by the square foot.

3. The proposed bid premises shall meet all ADA accessibility requirements and shall be fully handicap accessible for all parking facilities provided by landlord. **(Minimum parking spaces: 35 - 40)**

4. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.

5. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

6. Bid premises shall have water, sewer, garbage pickup in addition to electricity & natural gas. Lessor shall be responsible for electrical maintenance.

7. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

8. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.

9. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and

at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.

10. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

11. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

2. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements SEE EXHIBIT "C" attached.

3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at lease thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.

3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract award to a successful bidder will be in effect until:
(a) The contract expires
(b) Delivery and acceptance of products, and/or performance of services ordered, or
(c) Terminated by County with a (30) thirty day's written notice prior to cancellation/termination.

6. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

7. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, October 8 2008 by 5:00 P.M. Responses to said inquiries will be sent to applicants via facsimile by no later than **Friday, October 10,2008 by 5:00 P.M.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

LEASE AGREEMENT

Hidalgo County
REQUEST FOR BIDS
"Lease of Office Space-Urban County Program"
BID No. 2008-345-10-15-SMA

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-08-345-00-00

THIS LEASE is made and entered into by and between, _____ _____ of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on _____, 2009 and ending on _____, 2012 with the option to extend an additional one (1) year. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's

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electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _ _____per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____

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_,_____, Texas _____ or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed

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from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

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(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

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ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6.
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

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ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8.

MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9.

INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and

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improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance

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policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10.

DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

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Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

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ARTICLE 11.

CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the

Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

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ARTICLE 12

DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the

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date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sub-lessee must assume all of Lessee's

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obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14.

MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
_____.
_____
_____

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State

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of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights

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the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppels Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to

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this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of_____ 2008.

LESSOR:

_____

By:_____

Printed Name:

Title:

ATTEST:

LESSEE:
HIDALGO COUNTY, TEXAS

_____
Arturo Guajardo, Jr., County Clerk

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

Approved on Commissioners' Court_____

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

By:_____

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

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AI-11202 **20.A.11.**

Funeral and Burial Services for Paupers and Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains
CC REGULAR

Date: 09/23/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting authority to exercise the sixty (60) day grace period extension (as provided in contract C-06-264-10-10) for the "Funeral and Burial Services for Paupers" under the same rates, terms and conditions with Memorial Funeral Home, Inc. with an effective date of 10/11/08 - 12/10/08 so as to have no lapse in service while the procurement process is completed.
B. Requesting authority to advertise request for sealed bids with approval of procurement packets (i.e. specifications and draft contract documents) as attached hereto for:
1. "Funeral and Burial Services for Paupers"- RFB No. 2008-197-10-22-otm; and,
2. "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" RFB No. 2008-033-10-22-otm

BACKGROUND

See attached specs and draft contracts

Proposed Advertisement Dates:
1st Ad - October 4, 2008
2nd Ad- October 11, 2008
Bid Opening Date: October 22, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-444-00-240-002-0-345
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 9-19-08 $63,470.00

Attachments

Link: letter
Link: contract
Link: draft specs
paupers pool

Link: draft specs burial services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 04:35 PM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 07:39 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/19/2008 02:01 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Olga Montero Started On: 09/17/2008 09:17 AM

Final Approval Date: 09/19/2008

PURCHASING DEPARTMENT
County Of Hidalgo

September 19, 2008

Mr. Leon De Leon
Memorial Funeral Home
PO Box 1517
Edinburg, Texas 78540

Via Fax 956) 380-8207

Re: C-06-264-10-10-Funeral & Burial Services For Paupers

Dear Mr. De Leon:

Commissioners' Court will take applicable action (Tuesday, September 23, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of October 11, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, September 22, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

August 9, 2007

Via Fax (956) 787-2210

Mr. Leon de Leon
Memorial Funeral Home
PO Box 125
San Juan, Texas 78589

Re: Hidalgo County – Funeral & Burial Services for Paupers

Dear Mr. de Leon:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, August 14, 2008, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of October 10, 2007 Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Monday, August 20, 2007, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: Leon de Leon

TITLE: Owner

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-264-10-10

THIS CONTRACT is made and entered in this 10th of October, 2006 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **Velma Sue de Leon dba Memorial Funeral Home ("Company").**

WHEREAS, Company has offered to perform certain services for Hidalgo County as more particularly prescribed on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County desires to award a contract to Company to perform the Services.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for **"Funeral & Burial Services for Paupers"**. 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. 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 October 10, 2006 and ending on October 10, 2007, and may be extended at the sole discretion of County for an additional thirty (30) days, unless this Contract is terminated pursuant to the provision herein, whichever occurs first.

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

5. 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.

6. Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

7. 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 of failure to act by the Company, its agents or employees.

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

9. 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.

10. 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:
Memorial Funeral Home
Attn: Mr. Leon de Leon
PO Box 1517
Edinburg, Texas 78540

11. 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.

12. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

13. 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.

14. 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_____2006.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 10-10-06 AL

COMPANY; Memorial Funeral Home

_____

Approved on Commissioners' Court October 10, 2006

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

By:_____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"Funeral & Burial Services for Paupers (Pool)"
Bid No: 2006-264-09-20-otm

SPECIFICATIONS

Scope of Services:

The County of Hidalgo is seeking a "Pool" of provider(s) for "Funeral and/or Burial Services for Paupers", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Information, Terms, Conditions and Requirements:

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.

3. The bodies of dead paupers shall be cared for and interred or cremated in strict conformity with all applicable laws of the State of Texas and the rules and regulations of the Texas Funeral Service Commission as provided by Article 4582b, Vernon's Civil Statutes, for the care and disposition of dead human bodies, except the bodies claimed by the Anatomical Board of the State of Texas under the provisions of Texas Health and Safety Code (Section 691.023 et.seq.), providing that dead bodies required to be buried at public expense shall be turned over to the Anatomical Board when requested by the Anatomical Board. The Contractor will cooperate fully with the Anatomical Board.

4. Before payment will be made by Hidalgo County, the Contractor shall refer the next of kin or representative of the deceased to Hidalgo County Human Services Department (address: 2401 N. Moorefield Rd., Mission, Texas 78572), Monday-Friday, 8:00 a.m.-5:00 p.m, (956) 581-7950- attn: Rudy De la Viña, for an application. Once an application has been completed by the next of kin or representative, the family is then sent to the funeral home Contractor to make arrangements. In the case of a deceased that has no next of kin or representative, the Contractor shall furnish, with the invoice for services, an affidavit of fact, properly made out and sworn to, that these specifications have been strictly adhered to and that he has neither solicited nor received any compensation from any person for the services for which Hidalgo County is being charged.

5. The bodies of dead paupers, regardless of age, shall be buried in individual caskets or, if cremated, inurned in a grave, crypt, or niche.

6. Award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7. **Volume:** The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Human Services Department records for the year 2005. All services will be on an "AS NEEDED BASIS ONLY" and there is no guarantee of annual volume.

Continuation:

Description: Cremation or Traditional **Funeral Services** Annual Estimated Quantities for the Year 2005	Description: Cremation or Traditional **Burial Services** Annual Estimated Quantities for the Year 2005
Adults (12 years and over) **46** Child (4-11 Years)	Adults (12 years and over with Burial Plot Marker) single burial plot Child (4-11 years) with burial plot marker (single burial plot) **52**
Infant (0-3 years) **40 (either or)**	
Cremation (12 years and over) 39 Cremation (0-11 years) **0 (No Records)** Interment of Cremated Remains **0 (No Records)**	Infant (0-3 years) with Burial plot marker (single burial plot) **40**

8. **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

9. Evaluation of bids : All bids shall be evaluated on all factors including but no limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

10. **The term of the contract is for a period of one (1) year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the award of the new bid for next contract term.**

11. **ADDITIONAL INFORMATION:** Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, September 13, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 15, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SCHEDULE "A" - FUNERAL SERVICES:

The following Schedule provides specifications to be followed for Funeral Services:

1. Body is picked up or released, by Justice of the Peace at a hospital or wherever body expired.

2. If no family is involved, the funeral home (through the Funeral Director) will be in charge of funeral and burial services.

3. If family is involved and seeks assistance, the Human Services Department will direct the family to their preferred funeral home for eligibility. If the funeral home is pre-qualified through the County, a voucher will be given for the services to be provided. If not pre-qualified, the funeral home must go through a screening process with an eligibility worker from the Human Services Department.

4. The body, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas.

5. **Embalming is not required if the body is kept in a refrigerator designed to cool and maintain temperatures between 34-40 degrees.** When an open casket is requested by family, the body shall be embalmed properly as is customary in regular funerals, by a licensed embalmer, under the rules and regulations of the Texas State Board of Morticians and Article 4582b, Vernon's Civil Statutes.

6. The body shall be clean when placed in the casket and shall be dressed in a new burial robe and new hose, made for the sex of the deceased. The hair of the deceased shall be combed and the body placed in the casket in a natural position, as it customarily done in regular funerals.

7. The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on al surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.

8. A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor. Religious services may be held at the request of the family of the deceased during the two (2) hours of viewing time. The religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.

9. The entire funeral procedure, from the time the body is retrieved by the Contractor, until the body is transported to a cemetery or in the case of cremation taken to a crematory, shall be subject to inspection at any, or all of the, time by the County. The Contractor must notify Hidalgo County Human Services Department, Attn: Rudy De la Viña, Director, with the proper time and place of burial. The Director or any of his personnel may conduct inspection(s) of said services.

10. Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation.

11. A certificate of birth and a certificate of death shall not be required for a child that has not advanced to the 40th week if intra-uterine gestation.

12. The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.

13. Any other licensed Funeral Director may claim a body from the Contractor at the request of the family of the deceased. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

14. If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided, there will be no viewing, or services. The Contractor must notify the next of kin or representative when cremains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative or inurned in a grave, crypt or niche not later than the 30th day after the date of cremation. The cremains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.

15. The following additional requirements are applicable to Funeral Services:

Absence of next of kin or family

14.1 In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services.

14.2 In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition.

Substitution of coffin or additional services

The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

SCHEDULE "B" - BURIAL SERVICES:

The following Schedule provides specifications to be followed for Burial Services:

1. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

2. Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

3. The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

4. Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister, furnished free of charge by the Ministerial Alliance of San Antonio or any other religious organization. Any religious services held shall be at no additional cost to the County.

5. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

6. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (No mounding). **Perpetual care is not required.**

7. The following additional requirements are applicable to Burial Services:

Substitutions or additional services.

The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If a family desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"Funer... & Burial Services for Paupers (P...)"
Bid No: 2006-264-09-20-otm

BID PAGE
OPTION "A"

SCHEDULE OF ITEMS
Cremation or Traditional Funeral Services

All "Funeral Services" will be on "an needed basis only". There is no guarantee of any annual volume. The figures provided in the general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

Item No.	Description: Cremation or Traditional Funeral Services	Unit	** Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County.
1	Adults (12 years and over)	each	$ 850.00 (BURIAL)
2	Child (4-11 years)	each	$ 850.00 (BURIAL)
3	Infant (0-3 years)	each	$ 475.00
4	Cremation (12 years and over)	each	$ 650.00
5	Cremation (0-11 years)	each	$ 475.00
6	Interment of Cremated Remains	each	$ 450.00

(Award of Schedule "A" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

* DOES NOT INCLUDE OVERSIZE CASKET *

How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas?
25 **years**

Name of Company: MEMORIAL FUNERAL HOME

Address: PO BOX 1517

City/State/Zip Code: EDINBURG, TX 78540

Telephone/Fax Number: 956-380-1416/ 956-380-0207

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/11/07

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

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 255-647-0

MEMORIAL FUNERAL HOME
VELMA SUE DE LEON DBA
PO BOX 125
SAN JUAN TX 78589

COMPANIES AFFORDING COVERAGE

COMPANY A: FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

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	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT [X] BUSINESSOWNER'S POLICY	9317889	08/12/07	08/12/08	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ 2,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	9317890	08/12/07	08/12/08	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
A	EXCESS LIABILITY [X] UMBRELLA FORM OTHER THAN UMBRELLA FORM	9317892	08/12/07	08/12/08	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL	9317891	08/12/07	08/12/08	[X] WC STATUTORY LIMITS [ ] OTHER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	 $ 500,000 $ 500,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
2ND LOCATION - 208 EAST CANTON EDINBURG, TX 78539

CERTIFICATE HOLDER

2556470

HIDALGO COUNTY
AUDITING DEPARTMENT
3100S CLOSNER
EDINBURG TX

2

CANCELLATION

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

PRESIDENT

© ACORD CORPORATION 1988

HIDALGO COUNTY
"FUNERAL & BURIAL SERVICES FOR PAUPERS (POOL)"
Bid No: 2008-197-10-22-otm

DRAFT

SPECIFICATIONS

Scope of Services:

The County of Hidalgo is seeking a "Pool" of provider(s) for "Funeral and/or Burial Services for Paupers", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Information, Terms, Conditions and Requirements:

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.

3. The bodies of dead paupers shall be cared for and interred or cremated in strict conformity with all applicable laws of the State of Texas and the rules and regulations of the Texas Funeral Service Commission as provided by Texas Administrative Code Title 22 Part 10, for the care and disposition of dead human bodies, except the bodies claimed by the Anatomical Board of the State of Texas under the provisions of Texas Health and Safety Code (Section 691.023 et.seq.), providing that bodies required to be buried at public expense shall be turned over to the Anatomical Board when requested by the Anatomical Board. The Contractor will cooperate fully with the Anatomical Board.

4. The Contractor shall refer families and/or representatives of the deceased to the Hidalgo County Health and Human Services,1304 S. 25th Ave., Edinburg, Texas 78539 for an application, Monday-Friday, 8:00 a.m.-5:00 p.m, (956) 318-2011- Attn: Dairen Sarmiento. Once an application has been completed by the next of kin or representative, the family is then sent to the funeral home Contractor to make arrangements. In the case of a deceased that has no next of kin or representative, the Contractor shall furnish, with the invoice for services, an affidavit of fact, properly made out and sworn to, that these specifications have been strictly adhered to and that he has neither solicited nor received any compensation from any person for the services for which Hidalgo County is being charged.

5. The bodies of dead paupers, regardless of age, shall be buried in individual caskets or, if cremated, inurned in a grave, crypt, or niche.

6. Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7. **Volume:** The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the year 2007. All services will be on an "AS NEEDED BASIS ONLY" and there is no guarantee of annual volume.

Continuation:

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Annual Estimated Quantities for the Year 2007		
Description: Traditional **Funeral Services**	**Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot)	**Description:** Cremations & Internment of Cremated Remains
Adults (12 years and over) **51** Child (4-11 Years) **2** Infant (0-3 years) **59**	Adults (12 years and over) **&** Child (4-11 years) **47** Infant (0-3 years) **56**	Adults (12 Years and over) **39** Cremations (0-11 Years) **9** Internment of Cremated Remains **0**

8. **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

9. Evaluation of bids : All bids shall be evaluated on all factors including but no limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

10. The term of the contract is for a period of one (1) year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the award of the new bid for next contract term.

11. ADDITIONAL INFORMATION: Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 S. Business Hwy 281 (Hidalgo County New Administration Bldg.), Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, October 15, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 17, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

Continuation:

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SCHEDULE "A" - FUNERAL SERVICES:

The following Schedule provides specifications to be followed for Funeral Services:

1. Body is picked up or released by Justice of the Peace at a hospital or wherever body expired.

2. If no family is involved, the funeral home (through the Funeral Director) will be in charge of funeral and burial services.

3. If family is involved and seeks assistance, the Health and Human Services Department will direct the family to their preferred funeral home for eligibility. If the funeral home is an awarded vendor through Hidalgo County, a voucher will be given for the services to be provided. If not pre-qualified, the funeral home must go through a screening process with an eligibility worker from the Health and Human Services Department.

4. The body, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas.

5. **Embalming when required, shall be done in accordance with applicable Texas laws and regulations.**

6. The body shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose, made for the sex of the deceased. The body shall be placed in the casket in a natural position, as is customary in regular funerals.

7. The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on al surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.

8. A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor. Religious services may be held at the request of the family of the deceased during the two (2) hours of viewing time. The religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.

9. The entire funeral procedure, from the time the body is retrieved by the Contractor until the body is transported to a cemetery or in the case of cremation taken to a crematory shall be subject to inspection at any or all of the time by the County. The Contractor must notify Hidalgo County Human and Health Services Department, Attn: Dairen Sarmiento, Director, with the proper time and place of burial. The Director or any of his personnel may conduct inspection(s) of said services.

10. Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation.

11. A certificate of birth and a certificate of death shall not be required for a child that has not advanced to the 40^{th} week if intra-uterine gestation.

Continuation : DRAFT

12. The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.

13. Any other licensed Funeral Director may claim a body from the Contractor at the request of the family of the deceased. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

14. If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided, there will be no viewing, or services. The Contractor must notify the next of kin or representative when cremains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative or inurned in a grave, crypt or niche not later than the 30th day after the date of cremation. The cremains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.

15. The following additional requirements are applicable to Funeral Services:

Absence of next of kin or family

14.1 In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services.

14.2 In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition.

Substitution of coffin or additional services

The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

Continuation:

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SCHEDULE "B" - BURIAL SERVICES:

The following Schedule provides specifications to be followed for Burial Services:

1. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

2. Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

3. The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

4. Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister. Any religious services held shall be at no additional cost to the County.

5. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

6. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (No mounding). **Perpetual care is not required.**

7. The following additional requirements are applicable to Burial Services:

   Substitutions or additional services.

   The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If a family desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

HIDALGO COUNTY
"Funeral & Burial Services for Paupers (Pool)"
Bid No: 2008-197-10-22-otm

BID PAGE
OPTION "A"

DRAFT

SCHEDULE OF ITEMS
Cremation or Traditional Funeral Services

All "Funeral Services" will be on "an needed basis only". There is no guarantee of any annual volume. The figures provided in the general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

Item No.	**Description: Cremation or Traditional Funeral Services**	**Unit**	** Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County.
1	Adults (12 years and over)	each	$
2	Child (4-11 years)	each	$
3	Infant (0-3 years)	each	$
4	Cremation (12 years and over)	each	$
5	Cremation (0-11 years)	each	$
6	Interment of Cremated Remains	each	$

(Award of Schedule "A" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas? _____ years

HIDALGO COUNTY
"Funeral & Burial Services for Paupers (Pool)"
Bid No: 2008-197-10-22-otm

BID PAGE
OPTION "B"

DRAFT

SCHEDULE OF ITEMS

All "Burial Services" will be on "an needed basis only". There is no guarantee of any annual volume. The figures provided in general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

Item No.	Description: Cremation or Traditional Burial Services price will include opening/closing costs	Unit	Unit Price
1	Adults (12 years and over with Burial Plot Marker) (single burial plot)	each	$
2	Child (4-11 years) with burial plot marker (single burial plot)	each	$
3	Infant (0-3 years) with Burial plot marker (single burial plot)	each	$
4	Cost of Plot	each	$
5	Opening/Closing Costs	each	$
6	Concrete liner (if required by cemetery)	each	$

(Award of Schedule "B" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

Are you currently registered with the Funeral Services Commission in the State of Texas?_____Yes or _____No
If Yes, state how many years _____.
If No, briefly give an explanation:

_____

_____

_____

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2008-033-10-22-otm

DRAFT

Specifications, Information, Terms, Conditions and Requirements

Scope of Services:

Hidalgo County is seeking a "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" (aka John Doe's) with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turnaround period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.

3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

   Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

   A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

   Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.

5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

6. Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate.

7. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

Continuation:

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8. Any religious services held (if any) shall be at no additional cost to the County.

9. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

10. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).
Perpetual care is not required.

11. **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

12. Evaluation of bids : All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

13. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

14. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

15. Further information regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga T. Montero, Buyer (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, Purchasing Agent/CPPB- at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email (olga.montero@co.hidalgo.tx.us) or via facsimile no later than, Wednesday, October 15, 2008 at 5:00 p.m. at (956)318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 p.m., October 17, 2008.

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2008-033-10-22-otm

DRAFT

BID PAGE

SCHEDULE OF ITEMS

All "Burial Services" will be on "an needed basis only". .

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

Item No.	Description: Turnkey Burial Services Per Body	Unit Price
1	To Include Cemetery Plot with Opening/Closing Costs of Plot and Concrete Liner (if applicable)	$

Are you currently registered with the Funeral Services Commission in the State of Texas?

_____Yes or _____No

If Yes, state how many years _____.

If No, briefly give an explanation: _____

_____

_____

_____

_____

Name of Company:	
Name of Representative:	
Address:	
City/State/Zip Code:	
Telephone/Fax Number:	

AI-11280 **20.A.12.**

Title Company Services - Pool
CC REGULAR

Date: 09/23/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting authority to exercise the one (1) year extension (as provided in specifications) for "Title Company Services-Pool" under the same rates, terms and conditions with Valley Land Title Company, Ltd. with an effective date of 09/28/08 - 09/27/09 so as to have no lapse in service while the procurement process is completed. RFQ No. 2006-331-09-20-otm
B. Requesting authority to exercise the one (1) year extension (as provided in specifications) for "Title Company Services-Pool" under the same rates, terms and conditions with Edwards Abstract and Title Company with an effective date of 09/28/08 - 09/27/09 so as to have no lapse in service while the procurement process is completed. RFQ No. 2006-331-09-20-otm
C. Requesting authority to exercise the one (1) year extension (as provided in specifications) for "Title Company Services-Pool" under the same rates, terms and conditions with Sierra Title Company with an effective date of 09/28/08 - 09/27/09 so as to have no lapse in service while the procurement process is completed. RFQ No. 2006-375-11-15-otm

BACKGROUND

Refer to specifications (attached)

Fiscal Impact

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

BUDGETARY IMPACT:

This are countywide renewals for Title Company Services.

Attachments

Link: tab and specifications
Link: tab and specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	09/18/2008 04:39 PM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 07:40 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/19/2008 10:12 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Olga Montero Started On: 09/18/2008 10:09 AM

Final Approval Date: 09/19/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

RFQ&P ACCEPTANCE DATE: SEPTEMBER 20, 2006 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: TITLE COMPANY SERVICES - POOL

RFQ NO: 06-331-09-20-otm Approved thru Comm. Crt. On 09/27/06 - 09/27/08

RFQ&P#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
#01	Valley Land Title Company, Ltd. 2406 W. University Dr. Edinburg, Texas 78539 (956) 383-2708 (956) 383-8632 fax	√
#02	Edwards Abstract and Title Company 210 W. Cano Edinburg, Texas 78539 (956) 383-4951 (956) 383-5443 fax	√
#03		
#04		
#05		
#06		
#07		
#08		
#09		

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

TITLE COMPANY SERVICES (POOL)

RFQ Number: 06-331-09-20-otm

Hidalgo County is seeking to establish a **"Pool"** of qualified title companies for the purpose of providing and rendering title policy related services on an "AS NEEDED BASIS." The County of Hidalgo Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Title Company Services (Pool)"** as specified herein.

Statements of qualifications will be accepted until **9:30 A.M., Wednesday, September 20, 2006. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 06-331-09-20-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, September 13, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 15, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date, stamp, and initial the envelope when dropping bid off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserve the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II RFQ&P REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PURPOSE: The County of Hidalgo is requesting Statements of Qualifications from interested firms with experienced in providing "Title Company Services (Pool). The purpose of soliciting Statements of Qualifications is to develop a "Pool" of pre qualified title companies from which title company related services may be required and engaged on as "As Needed Basis". These title services are required but not limited to acquisition of property for which Texas Department of Transportation funding is involved. The term of the "Pool" will be for a period of two (2) years with the option to renew for an additional one (1) year, under the same rates/fees, 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 for unforseen delay in award of new bid for next contract term.

I. FIRM QUALIFICATIONS

A. The firm must possess a current license from the Texas Board of Insurance.

B. The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
   a. Title Examiners
   b. Closing Officers
   c. Escrow Agents

C. The provider should have experience with State (i.e. Tx Dot), County and other governmental entities as well as private sector firms.

II. SCOPE OF TITLE COMPANY SERVICES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Title Reports
2. Title Searches, i.e., Title Certificates
3. Title Commitments
4. Title Policy
5. Escrow Agent Services, when requested by the County

III. RFQ REQUIREMENTS

Each proposal must address, but may not be limited to , the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. Provide the number of staff members available in order to render (but not be limited to) all the services described and listed herein.
5. List three governmental projects with names, addresses, and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company had the capability to deliver the services required on a timely basis.

   a. State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm. Also, state your firm commitment to comply or exceed (state how) the completed "Title Policy" within the seven (7) to ten (10) days. Include a copy of "Texas Title Insurance Premium Rates".

   b. State in how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.

   c. State how much personnel or staff will be assigned to rendering the services required.

   d. State in detail what "other services" are not included in the rates provided.

IV. EVALUATION CRITERIA

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Staffing and Experience

2. Capability to perform all the services required (as stated in Section III herein) for the noted projects in a timely manner, namely; **a)** to produce the title report in the amount of days; **b)** to meet or exceed schedules and deadlines of a maximum of seven (7) to ten (10) business (working) days per parcel; and **c)** to complete "Escrow Agent Related Services" as per commitment.

3. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedure.

4. "Other Services" not included in the "Texas Title Insurance Premium Rates"

V. REQUEST FOR SERVICES & EVALUATION PROCESS

A department requiring Title Company Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

A department requiring Title Company Services will review, evaluate and rank the Qualifications utilizing the evaluation criteria noted below. Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s) in the order of their ranked evaluation on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.

VI. INVOLUNTARY TERMINATION:

The approval of a vendor as pre qualified to perform work for the County under this RFQ shall be deemed to be terminated and the vendor removed from the qualified vendor list upon occurrence of any of the following:

1. The death of the vendor, if an individual, or the primary professional member, if a firm or entity.

2. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas.

3. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre qualified.

4. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time.

5. The failure or refusal of the vendor to comply with the reasonable polices,

standards, and regulations of Hidalgo County, which may from time to time be established; provided however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

6. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

VI. CONTRACT AWARD

The County does not guarantee that a contract will be awarded as a result of the RFQ. In the event that a contract award is made, but the contract is not executed, the County does not guarantee that the contract will be re-awarded.

VII. RESPONSE DEADLINE

Response to the RFQ must be received at the Office of Martha L. Salazar, CPPB-Purchasing Agent, Hidalgo County Purchasing Department-100 E. Cano (4th Floor)-Edinburg, Texas 78539, by no later than September 20, 2006 at 9:30 a.m. for consideration. Please refer to Legal Notice, No. 2 on Page 2, RFQ #2006-331-09-20-otm and also in Exhibit "A" (Requirements), Page 1 of this section.

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

RFQ&P ACCEPTANCE DATE: NOVEMBER 15, 2006	**RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: TITLE COMPANY SERVICES - POOL

RFQ NO: 06-375-11-15-otm Approved thru Comm. Crt on 11/21/06 thru 09/27/08

RFQ&P#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
#01	SIERRA TITLE COMPANY 3401 NORTH 10TH STREET MCALLEN TEXAS 78501 (956) 682-8321 (956) 682-6150 fax	√
#02		
#03		
#04		
#05		
#06		
#07		

EXHIBIT "A"
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

TITLE COMPANY SERVICES (POOL)

RFQ Number: 06-375-11-15-otm

Hidalgo County is seeking to establish a **"Pool"** of qualified title companies for the purpose of providing and rendering title policy related services on an "AS NEEDED BASIS." The County of Hidalgo Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Title Company Services (Pool)"** as specified herein.

Statements of qualifications will be accepted until **9:30 A.M., Wednesday, November 15, 2006. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 06-375-11-15-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, November 08, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 10, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date, stamp, and initial the envelope when dropping bid off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserve the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II RFQ&P REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PURPOSE: The County of Hidalgo is requesting Statements of Qualifications from interested firms with experienced in providing "Title Company Services (Pool). The purpose of soliciting Statements of Qualifications is to develop a "Pool" of pre qualified title companies from which title company related services may be required and engaged on as "As Needed Basis". These title services are required but not limited to acquisition of property for which Texas Department of Transportation funding is involved. The term of the "Pool" will commence upon approval from Commissioners' Court and will expire September 27, 2008, with the option to renew for an additional one (1) year, under the same rates/fees, 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 for unforseen delay in award of new bid for next contract term.

I. FIRM QUALIFICATIONS

A. The firm must possess a current license from the Texas Board of Insurance.

B. The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
   a. Title Examiners
   b. Closing Officers
   c. Escrow Agents

C. The provider should have experience with State (i.e. Tx Dot), County and other governmental entities as well as private sector firms.

II. SCOPE OF TITLE COMPANY SERVICES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Title Reports
2. Title Searches, i.e., Title Certificates
3. Title Commitments
4. Title Policy
5. Escrow Agent Services, when requested by the County

III. RFQ REQUIREMENTS

Each proposal must address, but may not be limited to , the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. Provide the number of staff members available in order to render (but not be limited to) all the services described and listed herein.
5. List three governmental projects with names, addresses, and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company had the capability to deliver the services required on a timely basis.

   a. State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm. Also, state your firm commitment to comply or exceed (state how) the completed "Title Policy" within the seven (7) to ten (10) days. Include a copy of "Texas Title Insurance Premium Rates".

   b. State in how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.

   c. State how much personnel or staff will be assigned to rendering the services required.

   d. State in detail what "other services" are not included in the rates provided.

IV. EVALUATION CRITERIA

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Staffing and Experience

2. Capability to perform all the services required (as stated in Section III herein) for the noted projects in a timely manner, namely; **a)** to produce the title report in the amount of days; **b)** to meet or exceed schedules and deadlines of a maximum of seven (7) to ten (10) business (working) days per parcel; and **c)** to complete "Escrow Agent Related Services" as per commitment.

3. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedure.

4. "Other Services" not included in the "Texas Title Insurance Premium Rates"

V. REQUEST FOR SERVICES & EVALUATION PROCESS

A department requiring Title Company Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

A department requiring Title Company Services will review, evaluate and rank the Qualifications utilizing the evaluation criteria noted below. Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s) in the order of their ranked evaluation on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.

VI. INVOLUNTARY TERMINATION:

The approval of a vendor as pre qualified to perform work for the County under this RFQ shall be deemed to be terminated and the vendor removed from the qualified vendor list upon occurrence of any of the following:

1. The death of the vendor, if an individual, or the primary professional member, if a firm or entity.

2. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas.

3. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre qualified.

4. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time.

5. The failure or refusal of the vendor to comply with the reasonable polices, standards, and regulations of Hidalgo County, which may from time to time be established; provided however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

6. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

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The County does not guarantee that a contract will be awarded as a result of the RFQ. In the event that a contract award is made, but the contract is not executed, the County does not guarantee that the contract will be re-awarded.

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AI-11290 **20.A.13.**

Pct 2 & 4-Professional Appraisal Services Contract w/ Leonel Garza, Jr & Associates LLC

CC REGULAR

Date: 09/23/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of a professional appraisal services contract with LEONEL GARZA, JR. & ASSOCIATES, LLC for the provision of "Fair Market Value Appraisals and Other Related Services" in connection to the acquisitions of land and/or disposition of County-owned Property or Properties" on an "as needed basis" for Hidalgo County Precinct No. 2 & Hidalgo County Precinct No. 4 (as selected after evaluation of S.O.Q. s from the POOL OF APPRAISERS and previously approved by C.C. on 09/02/08 for negotiation of the contract with LEONEL GARZA, JR. & ASSOCIATES, LLC. C-08-371-09-23.

BACKGROUND

Draft Agreement W/Leonel Garza Jr. & Associates, Llc (Document Has Been Forwarded To Legal Counsel For Review As To Form)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 9-19-08 $2,550.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 9-19-08 $2,600.00

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/19/2008 02:33 PM	APRV

2	Budget & Management	Veronica Lopez	09/19/2008 02:40 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/19/2008 04:14 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Letty Saenz

Started On: 09/18/2008 04:29 PM

Final Approval Date: 09/19/2008

#111290

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-08-371-09-23

THIS AGREEMENT is made effective the **23rd** day of **September, 2008**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **The Fair Market Value Appraisals in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County Precinct No. 2** and **Hidalgo County Precinct No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ) and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the County has selected the Appraiser to provide appraisal services within the County of Hidalgo, Texas through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate One (1) Year from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the

action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Appraiser and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Termination Date. Unless earlier terminated as herein provided, this Contract shall terminate upon completion of project.

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

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County ofany breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage,

loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr.& Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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

22. Execution of Documents. The parties hereto covenant and agree that they will execute

such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

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

25. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2008.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Steve L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

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

APPRAISER:

Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be Provided by Appraiser

HIDALGO COUNTY PRECINCT No. 2

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Olga Montero - Purchaser	**From:**	Leonel Garza III
Fax:	(956) 292-7089	**Pages:**	2 Pages
Phone:	(956) 292-7080	**Date Submitted:**	September 16, 2008
Re:	**Appraisal Proposal – Precinct No. 2**	**CC:**	

Mrs. Montero:

As per conversation on Martha Salazar on September 8, 2008, a requested for our office to present our proposal for appraising various properties located within Hidalgo County Precinct No. 2. This proposal is under the agreement set forth by an email dated September 4, 2008 from Olga Montero of the Hidalgo County Purchasing Department which line items the specific requirements, restrictions and penalties associated with the adherence to the contract and the failure to perform the assignment in the time frame provided. These requirements are accepted by this bidder and the following is the pricing schedule for the appraisal of various types of properties of which may be required by the County of Hidalgo. This pricing schedule is based on the priority status and varied complexity of project which will be assigned over the course of the contract terms. The appraisal assignments that are specified for this bid proposal are for special projects and or surplus property as deemed priority for the Hidalgo County Court. This pricing does not extend to individual right-of-way and or easement projects of which are bid separately by Precinct, Hidalgo County Right-of-Way Department, and or the Hidalgo County Drainage District No. 1. This pricing schedule is based on the urgency of the assignment as determined by the County Commission Court. The appraisal reports shall adhere to all applicable state laws and be governed by the Universal Standards of Appraisal Practice (USPAP). It is recognized that the complexity of these reports may vary upon assignment and the unit price provided below reflects the risk entailed in appraising varied properties such as retail/office buildings to vacant land with no improvements.

Appraisal Report Cost — **= $ 2,250.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County Purchasing Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 625.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Purchasing Department prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 200.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

September 16, 2008

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the County Commissioners Court within Precinct No. 2. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Purchasing Department as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Purchasing Department prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

HIDALGO COUNTY PRECINCT No. 4

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Olga Montero - Purchaser	**From:**	Leonel Garza III
Fax:	(956) 292-7089	**Pages:**	2 Pages
Phone:	(956) 292-7080	**Date Submitted:**	September 16, 2008
Re:	**Appraisal Proposal – Precinct No. 4**	**CC:**	

Mrs. Montero:

As per conversation on Martha Salazar on September 8, 2008, a requested for our office to present our proposal for appraising various properties located within Hidalgo County Precinct No. 4. This proposal is under the agreement set forth by an email dated September 4, 2008 from Olga Montero of the Hidalgo County Purchasing Department which line items the specific requirements, restrictions and penalties associated with the adherence to the contract and the failure to perform the assignment in the time frame provided. These requirements are accepted by this bidder and the following is the pricing schedule for the appraisal of various types of properties of which may be required by the County of Hidalgo. This pricing schedule is based on the priority status and varied complexity of project which will be assigned over the course of the contract terms. The appraisal assignments that are specified for this bid proposal are for special projects and or surplus property as deemed priority for the Hidalgo County Court. This pricing does not extend to individual right-of-way and or easement projects of which are bid separately by Precinct, Hidalgo County Right-of-Way Department, and or the Hidalgo County Drainage District No. 1. This pricing schedule is based on the urgency of the assignment as determined by the County Commission Court. The appraisal reports shall adhere to all applicable state laws and be governed by the Universal Standards of Appraisal Practice (USPAP). It is recognized that the complexity of these reports may vary upon assignment and the unit price provided below reflects the risk entailed in appraising varied properties such as retail/office buildings to vacant land with no improvements.

Appraisal Report Cost — **= $ 2,250.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County Purchasing Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 625.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Purchasing Department prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 200.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

September 16, 2008

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the County Commissioners Court within Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Purchasing Department as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Purchasing Department prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "B"

Fee Schedules
(Best and Final Offer)

Leticia Saenz

From: Leonel3 [leonel3@aol.com]

Sent: Thursday, September 18, 2008 8:26 AM

To: Leticia Saenz

Subject: Re: BEST AND FINAL OFFER FOR APPRAISALS FOR HIDALGO COUNTY PRECINCT NOS. 2 & 4

Letty:

The following are the (BAFO) Costs
Appraisal Report Cost = $2,000.00
Additional Original Reports = $150.00
Updated/Revised Reports = $625.00
Condemnation Hearing Cost = $150.00 Per Hour
Appeals Court/Trial = $150.00 Per Hour

Leonel Garza III
State Certified Real Estate Appraiser
State Certified Property Tax Consultant
Leonel Garza Jr. & Associates LLC

In a message dated 09/17/08 14:23:28 Central Daylight Time, leticia.saenz@co.hidalgo.tx.us writes:

> Mr. Garza,
>
> We are in receipt of your "clarification" in regards to your proposed fees for both precinct nos. 2 & 4 for the provisions of a "Fair market value Appraisals in connection to Acquisition of Land and the Disposition of County owned Property". However, your best and final offer was not received. We ask that you respectfully re-consider the rates (as attached hereto) or as follows and submit your Best and Final Offer (BAFO).

SCOPE OF WORK	YOUR PROPOSED FEES W/ DESCRIPTION		BEST AND FINAL (BAFO)
Appraisal Report Cost	$ 2,250.00	Per Parcel: Includes (4) Original Appraisal Reports	
Additional Original Reports	$ 150.00	Per Original Copy	
Updated/Revised Reports	$ 625.00	Per Parcel	
Condemnation Hearing Cost	$ 150.00	Per Hour	
Appeals Court/Trial	$ 200.00	Per Hour	

> At your proposed fee of $ 2,250.00 per parcel which (includes (4) Original Appraisals Reports). We are requesting seven (7) original appraisal reports to be submitted.
> Thank you for your consideration and cooperation.
> Respectfully,
> Leticia H. Saenz, CPPB/Contracts Manager
> Hidalgo County Purchasing Department
> 2802 South Business Hwy. 281

Leticia Saenz

From: Leonel3 [leonel3@aol.com]
Sent: Thursday, September 18, 2008 8:27 AM
To: Leticia Saenz
Subject: Re: BEST AND FINAL OFFER FOR APPRAISALS FOR HIDALGO COUNTY PRECINCT NOS. 2 & 4

Letty:

We will deliver seven (7) original reports.

Leonel Garza III
State Certified Real Estate Appraiser
State Certified Property Tax Consultant
Leonel Garza Jr. & Associates LLC

In a message dated 09/17/08 14:23:28 Central Daylight Time, leticia.saenz@co.hidalgo.tx.us writes:

> Mr. Garza,
>
> We are in receipt of your "clarification" in regards to your proposed fees for both precinct nos. 2 & 4 for the provisions of a "Fair market value Appraisals in connection to Acquisition of Land and the Disposition of County owned Property". However, your best and final offer was not received. We ask that you respectfully re-consider the rates (as attached hereto) or as follows and submit your Best and Final Offer (BAFO).
>
> | SCOPE OF WORK | YOUR PROPOSED FEES W/ DESCRIPTION | | BEST AND FINAL (BAFO) |
> |---|---|---|---|
> | Appraisal Report Cost | $ 2,250.00 | Per Parcel: Includes (4) Original Appraisal Reports | |
> | Additional Original Reports | $ 150.00 | Per Original Copy | |
> | Updated/Revised Reports | $ 625.00 | Per Parcel | |
> | Condemnation Hearing Cost | $ 150.00 | Per Hour | |
> | Appeals Court/Trial | $ 200.00 | Per Hour | |
>
> At your proposed fee of $ 2,250.00 per parcel which (includes (4) Original Appraisals Reports). We are requesting seven (7) original appraisal reports to be submitted.
> Thank you for your consideration and cooperation.
> Respectfully,
> Leticia H. Saenz, CPPB/Contracts Manager
> Hidalgo County Purchasing Department
> 2802 South Business Hwy. 281
> Edinburg, Texas 78539
> (956) 292-7000 x-4861 fax (956) 318-2620

EXHIBIT "C"

Insurance Requirements

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. Maryland Casualty	19348
INSURER B. HCC Specialty Insurance Company	
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	PAS42769324	11/14/07	11/14/08	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		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					$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Yes, describe under SPECIAL PROVISIONS below)				WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional Liability	S70710200	04/10/08	04/10/09	$1,000,000/$1,000,000 Deductible $5,000	

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

CERTIFICATE HOLDER

County of Hidalgo Precinct 1
902 Joe Steven Ave
Weslaco, Texas 78596
Attn: Robert Elizondo

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brisa E Davis

© ACORD CORPORATION 1988

AI-11286 **20.A.14.**

Hidalgo County-Extension-South Texas Communications-E-07-396-09-14

CC REGULAR

Date: 09/30/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the second (2nd) year of the additional two (2) one (1) year term extensions as provided in current contract for:"Repairs, Removal & Installation of Mobile Radios and Other Miscellaneous Equipment" for Hidalgo County, under the same rates, terms and conditions with SOUTH TEXAS COMMUNICATIONS, INC.- Effective: 09/28/08 - 09/27/09

BACKGROUND

Letter of Extension - South Texas Communication, Inc.
Contract No. E-07-396-09-14

Fiscal Impact

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

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Exp Rpt for Obj 432 & 434 (dated as of 9/18/08).

Attachments

Link: Extension-South Texas Communications

Link: Contract No. E-07-396-09-14

Link: 2008 Exp Rpt for Obj 432 & 434

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 04:06 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 04:26 PM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 05:09 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Letty Saenz

Started On: 09/18/2008 03:40 PM

Final Approval Date: 09/19/2008

PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2008

James L. Ewing, Vice President/General Manager
South Texas Communications, Inc.
P. O. Box 3712 - 709 East Pecan
McAllen, Texas 78502

Via Email jlewing@stradios.com
Facsimile (956) 687-1735

Re: ***Extension - "Repairs, Removal and Installation of Mobile Radios & Other Emergency Equipment Miscellaneous Equipment"- Hidalgo County***

Dear Mr. Ewing:

Commissioners' Court will take applicable action (Tuesday, September 23, 2008) in connection with the Hidalgo County's option to renew/extend the additional **(second 2nd year)** of the additional two (2) one (1) year period as provided in the current professional services agreement (under the same rates, terms and conditions). Effective date of renew/extension is of September 28, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, September 18, 2008, 3:00 p.m., via email leticia.saenz@yahoo.com or facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

September 21, 2007

Mr. James L. Ewing
South Texas Communications, Inc.
PO Box 3712
McAllen, Texas 78502

Dear Mr. Ewing:

Please let this letter serve as an official notice of action taken by the Hidalgo County Commissioners' Court on September 18, 2007,your company was approved for an additional year for "Repairs and Removal of Emergency Equipment" (expiration date 09-27-2008)for the Hidalgo County under the same rates, terms and conditions

Thank you in advance for your cooperation to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,

Mary A. Maldonado
Contract Manager

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

18.A.6.

AI-5493
Repair of Emergency Equip.
CC REGULAR

Date: 09/18/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to Exercise the option to renew for an additional one (1) year term (as provided in contract) for: Repair, Installation and Removal of Emergency Equipment, Radios, Computer & Miscellaneous Equipment with South Texas Communications, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
ACCT. #: County Wide
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
For funding availability please see attached 2007 Expense Report.

Attachments

Link: 2007 Exp Rpt for Obj 434 9/13/07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:24 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 02:51 PM	APRV
3	Dale Kennan	Dale Kennan	09/13/2007 04:13 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Mary Maldonado Started On: 09/12/2007 09:52 AM
Final Approval Date: 09/14/2007

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-125-09-26

THIS CONTRACT is made and entered into this **26th** day of **September, 2006** by and between the **County of Hidalgo, Texas** ("County"), and **South Texas Communication, Inc.** a Texas Corporation("Company").

WHEREAS, Company responded to request for quotes for **"Repairs on Emergency Equipment, Radios & Miscellaneous Equipment and Installation and/or Removal of Radios"**(Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County Sheriff's Department for **"Repairs on Emergency Equipment, Radios & Miscellaneous Equipment and Installation and/or Removal of Radios"**.This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Heads** 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 began on **September 26, 2006** and shall terminate on **September 27, 2007**, and may be extended at the sole discretion of County for an additional (2) two one (1) year term under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

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

submitted by Company.

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **South Texas Communications, Inc.**
Attn: Mr. James L. Ewing
PO Box 3712
McAllen, Texas 78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____ 2006.

Approved by Commissioners' Court
on 9-26-06

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

COMPANY: **South Texas Communications, Inc. .**

By:_____

Approved on Commissioners' Court Sept. 26, 2006

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

By:_____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY-
"REPAIRS ON EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT AND INSTALLATION AND/OR REMOVAL OF RADIOS"
BID NO. 06-125-06-21-VGG

PART I- REPAIRS

Repairs on Emergency Equipment, Radios & Miscellaneous Equipment installed in Hidalgo County vehicles (to exclude Sheriff's Department).

The bid contract would be for emergency equipment, radios and miscellaneous equipment that are currently installed in, or will be installed in County vehicles only. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

Hidalgo County has installed in its vehicles the following equipment:

Radios:	Motorola Syntor X	Jensen Line Radios
	Motorola Syntor 9000	Midland Line Radios
	Motorola Maxtrac	Johnson Line Radios
	Motorola Radias Line Radios	SP-130 Scanning Radio
	Vertex Line Radios	QPA-Dual Slot Charger
Light Bars:	Code 3 Excalibar Package	Federal Signal Corp Aero Dynic
	Whelen Eddge 9004 SL	Federal Signal Corp Street Hawk
	Federal Signal Jet Sonic	Code 3 MX 7000
	Federal Signal Jet Stream	
Other:	Sho-Me Grille Lights, Whelen Strobes, Code Three, Motorola Antennas for Radios, Galls Wig Wag Flashers, Galls Strobe Power Supplies & Push Bumpers.	

EXHIBIT "A"

HIDALGO COUNTY-
"REPAIRS ON EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT AND INSTALLATION AND/OR REMOVAL OF RADIOS"
BID NO. 06-125-06-21-VGG

PART II- REMOVAL

Removal of Emergency Equipment, Radios & Miscellaneous Equipment installed in Hidalgo County vehicles (to exclude Sheriff's Department).

- **Radio:** Because of the increase of our fleet, our departments use a variety of radios. Some radios are easier to remove compared to the others. Below is a list of the radios currently installed in our County units. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

  1. Motorola Syntor (X, 9000, Etc.)
  2. Motorola Maxtrac
  3. Johnson Line Radios
  4. Vertex Line Radios
  5. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
  6. Jensen Line Radios
  7. Midland Line Radios
  8. Sp-130 Scanning Radio
  9. QPA-1125 Dual Slot Charger

- **Antennas:** (to include disguise antennas)

- **Sirens:** Below is a list of the sirens used. The interested vendor must give the removal price per type. All siren removals must include the power cables and interfaces.

  1. Galls Street Thunder 100 Wt.
  2. Code 3 Z100 Economy Weight

- **Light Bars:** (to include power cable and control panels)

- **Grille Lights:** (halogen or strobe)

- **Rear Deck Lights:** (halogen or strobe)

- **Dash Lights:** (Either mounted on dash or roof area near sun visor)

- **Strobe Light Inserts By Pairs, Front or Back**

- **Halogen Light Inserts By Pairs Front or Back**
- **Fuse Panel**
- **Strobe Power Supplies**
- **Prisoner Cages**
- **Shotgun/ Rifle Rack** (floor or ceiling mounted)
- **Shotgun/ Rifle Rack** (trunk lid mounted non-electrical)
- **Flashlight Charger**
- **Push Bumpers**
- **Center Console**
- **Interior Mounted Directional Light Bars**
- **Wig-Wag Flasher**

EXHIBIT "A"

HIDALGO COUNTY-
"REPAIRS ON EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT AND INSTALLATION AND/OR REMOVAL OF RADIOS"
BID NO. 06-125-06-21-VGG

Part III- Installation
Installation of Emergency Equipment , Radios & Miscellaneous Equipment in Hidalgo County Vehicles (to exclude the Sheriff's Department)

- **Radio:** Because of the increase of our fleet, our departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

  1. Motorola Syntor (X, 9000, Etc.)
  2. Motorola Maxtrac
  3. Johnson Line Radios
  4. Vertex Line Radios
  5. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
  6. Jensen Line Radios
  7. Midland Line Radios
  8. Sp-130 Scanning Radio
  9. QPA-1125 Dual Slot Charger

- **Antennas:** (to include disguise antennas)

- **Sirens:** Below is a list of the sirens used. The interested vendor must give the installation price per type. All siren removals must include the power cables, interface with radio, siren speaker, and intersection horn)

  1. Galls Street Thunder 100 Wt.
  2. Code 3 Z100 Economy Weight

- **Siren Speakers Push Bar Mounted**

- **Siren Speakers Concealed Mounted**

- **Light Bar:** To include interface cables to console and include the installation and interface with switch panels.

- **Code 3 Excalibar Package** (with interface box and switch)
- **Whelen Edge 9004 SL** (with interface box and switch)

- **Federal Signal Jet Sonic**
- **Federal Signal Jet Stream**
- **Directional Light Bar** (Federal Signal, Code Three)
- **Halogen Grill Lights** (to include flasher and interface with the switch panel)
- **Strobe Grill Lights** (to include interface with strobe power supply)
- **Halogen Rear Deck Lights** (to include flasher and interface with the switch panel)
- **Strobe Rear Deck Lights** (to include interface with strobe power supply)
- **Dash Lights** (to include strobe or halogen, either mounted on dash or roof area near sun visor to include interface with switch panel)
- **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)
- **Halogen Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)
- **Fuse Panel**
- **Strobe Power Supply** (to include interface to switch panel)
- **Wig-Way Flasher** (to include interface with switch panel)
- **Prisoner Cages** (to include lower extension and side panels)
- **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)
- **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers if available)
- **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)
- **Flashlight Charger**
- **Push Bumper**
- **Center Console**
- **Wig-Wag Flasher**

EXHIBIT "B"
VENDOR'S RESPONSE

EXHIBIT "B"

HIDALGO COUNTY-
"REPAIRS ON EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT AND INSTALLATION AND/OR REMOVAL OF RADIOS"
BID NO. 06-125-06-21-VGG

BID FORM (PART II- REMOVAL)

REMOVAL DESCRIPTION	
RADIOS	
Motorola Syntor (X, 9000, Etc)	22.53
Motorola Maxtrac	22.53
Johnson Line Radios	11.26
Vertex Line Radios	11.26
Motorola Radius Line Radios (GM 300, M120, M1225 ect.)	11.26
Jensen Line Radios	11.26
Midland Line Radios	11.26
Sp-130 Scanning Radio	11.26
QPA-1125 Dual Slot Charger	11.26
Antennas	7.87
SIRENS	
Galls Street Thunder 100 Wt.	7.87
Code Three Z100 Economy Weight	7.87
Siren Speakers Push Bar Mounted	7.87
Siren Speakers Concealed Mounted	7.87
LIGHT BAR	
Code 3 Excalibar Package	20.27
Federal Signal Jet Sonic	20.27
Federal Signal Jet Stream	20.37
Directional Light Bar	12.38

Halogen Grill Lights	12.38
Strobe Grill Lights	12.38
Halogen Rear Deck Lights	10.13
Strobe Rear Deck Lights	10.13
Dash Lights	9.00
Strobe Light Inserts by Pairs, Front or Back	10.13
Halogen Light Inserts by Pairs, Front or Back	10.13
Fuse Panel	10.13
Strobe Power Supply	10.13
Wig-Wag Flasher	18.02
Prisoner Cages	18.02
Shotgun/Rifle Rack Floor Mount	9.00
Shotgun/Rifle Rack Overhead Mount	9.00
Shotgun/Rifle Rack Trunk Lid Mount	9.00
Flashlight Charger	5.62
Push Bumper	16.33
Center Console	7.87

EXHIBIT "B"

HIDALGO COUNTY-
"REPAIRS ON EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT AND INSTALLATION AND/OR REMOVAL OF RADIOS"
BID NO. 06-125-06-21-VGG

BID FORM (PART III- INSTALLATION)

INSTALLATION DESCRIPTION	
RADIOS	
Motorola Syntor (X, 9000, Etc)	42.81
Motorola Maxtrac	42.81
Johnson Line Radios	22.53
Vertex Line Radios	22.53
Motorola Radius Line Radios (GM 300, M120, M1225 ect.)	22.53
Jensen Line Radios	22.53
Midland Line Radios	22.53
Sp-130 Scanning Radio	22.53
QPA-1125 Dual Slot Charger	13.51
Antennas	13.51
SIRENS	
Galls Street Thunder 100 Wt.	18.02
Code Three Z100 Economy Weight	18.02
Siren Speakers Push Bar Mounted	18.02
Siren Speakers Concealed Mounted	18.02
LIGHT BAR	
Code 3 Excalibar Package	55.21
Whelen Edge 9004 SL	55.21
Federal Signal Jet Sonic	55.21
Federal Signal Jet Stream	55.21

Directional Light Bar	34.29
Halogen Grill Lights	27.03
Strobe Grill Lights	27.03
Halogen Rear Deck Lights	21.40
Strobe Rear Deck Lights	21.40
Dash Lights	16.89
Strobe Light Inserts by Pairs, Front or Back	20.27
Halogen Light Inserts by Pairs, Front or Back	20.27
Fuse Panel	19.14
Strobe Power Supply	19.13
Wig-Wag Flasher	14.63
Prisoner Cages	29.79
Shotgun/Rifle Rack Floor Mount	18.02
Shotgun/Rifle Rack Overhead Mount	18.02
Shotgun/Rifle Rack Trunk Lid Mount	18.02
Flashlight Charger	14.63
Push Bumper	18.02
Center Console	18.02

BIDDER / COMPANY NAME: South Texas Communications

ADDRESS: PO BOX 3712 / 709 E. PECAN

CITY/STATE/ZIP CODE: MCALLEN, TEXAS 78502

PHONE NUMBER/ FAX NUMBER: (956) 687-8591 / (956) 687-1735

CELLULAR & PAGER NUMBERS:

AUTHORIZED SIGNATURE: James L Ewing

PRINTED NAME: JAMES L. EWING

TITLE: VICE PRESIDENT

DATE:

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-412-00-001-001-0-432	92ND DC-EQUIP R&M SERVICE	500.00	.00	.00	.00	500.00	.00
8-1100-412-00-002-001-0-432	93RD DC-EQUIP R&M SERVICE	600.00	.00	500.00	500.00	100.00	83.33
8-1100-412-00-003-001-0-432	139TH DC-EQUIP R&M SERVICE	1,000.00	.00	20.00	20.00	980.00	2.00
8-1100-412-00-004-001-0-432	206TH DC-EQUIP R&M SERVICE	1,400.00	125.00	1,061.89	1,061.89	213.11	84.78
8-1100-412-00-005-001-0-432	275TH DC-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
8-1100-412-00-007-001-0-432	370TH DC-EQUIP R&M SERVICE	700.00	.00	660.00	660.00	40.00	94.29
8-1100-412-00-008-001-0-432	389TH DC-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
8-1100-412-00-009-001-0-432	398TH DC-EQUIP R&M SERVICE	1,500.00	.00	886.00	886.00	614.00	59.07
8-1100-412-00-011-001-0-432	449TH DC-EQUIP R&M SERVICE	500.00	.00	.00	.00	500.00	.00
8-1100-412-00-021-001-0-432	CCL#1-EQUIP R&M SERVICE	225.00	75.00	150.00	150.00	.00	100.00
8-1100-412-00-022-001-0-432	CCL#2-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-412-00-026-001-0-432	CCL#6-EQUIP R&M SERVICE	1,000.00	.00	430.50	430.50	569.50	43.05
8-1100-412-00-040-001-0-432	CRT OF CIV APP-EQUIP R&M SERVICE	580.00	.00	.00	.00	580.00	.00
8-1100-412-00-061-001-0-432	JP PCT 1/PL 1-EQUIP R&M SERVICE	1,000.00	.00	4.70	4.70	995.30	.47
8-1100-412-00-062-001-0-432	JP PCT 1/PL 2-EQUIP R&M SERVICE	319.00	.00	.00	.00	319.00	.00
8-1100-412-00-063-001-0-432	JP PCT 2/PL 1-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-412-00-064-001-0-432	JP PCT 2/PL 2-EQUIP R&M SERVICE	219.00	.00	.00	.00	219.00	.00
8-1100-412-00-065-001-0-432	JP PCT 3/PL 1-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-412-00-066-001-0-432	JP PCT 3/PL 2-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-412-00-067-001-0-432	JP PCT 4/PL 1-EQUIP R&M SERVICE	500.00	160.10	.00	.00	339.90	32.02
8-1100-412-00-069-001-0-432	JP PCT 5/PL 1-EQUIP R&M SERVICE	1,500.00	95.00	.00	.00	1,405.00	6.33
8-1100-412-00-080-002-0-432	CRIM DA-EQUIP R&M SERVICE	5,000.00	2,082.15	2,259.76	2,259.76	658.09	86.84
8-1100-412-00-090-001-0-432	DIST CLERK-EQUIP R&M SERVICE	5,189.22	.00	1,195.87	1,195.87	3,993.35	23.05
8-1100-413-00-110-006-0-432	CO JUDGE-EQUIP R&M SERVICE	395.00	395.00	.00	.00	.00	100.00
8-1100-414-00-130-001-0-432	ELECTIONS DEPT-EQUIP R&M SERVICE	15,000.00	1,878.95	3,653.25	3,653.25	9,467.80	36.88
8-1100-414-00-130-001-0-434	ELECTIONS DEPT-VEHICLE R&M SERVICE	8,000.00	189.99	380.39	380.39	7,429.62	7.13
8-1100-415-00-115-072-0-432	HURRICANE DOLLY-EQUIP R&M SERVICE	5,000.00	2,807.71	.00	.00	2,192.29	56.15
8-1100-415-00-200-001-0-432	INFO TECH DEPT-EQUIP R&M SERVICE	4,217.78	675.96	3,466.04	3,466.04	75.78	98.20
8-1100-415-00-200-002-0-432	COMPUTER DEPT-EQUIP R&M SERVICES	53,320.07	5,155.42	30,741.82	30,741.82	17,422.83	67.32

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-415-14-115-001-0-432	DBM-BUDGET DIV-EQUIP R&M SERVICE	2,250.00	.00	2,250.00	2,250.00	.00	100.00
8-1100-415-14-115-001-0-434	DBM-BUDGET DIV-VEHICLE R&M SERVICE	500.00	44.95	286.00	286.00	169.05	66.19
8-1100-415-15-140-001-0-432	TAX OFF-EQUIP R&M SERVICE	48,860.05	1,291.00	8,331.00	8,331.00	39,238.05	19.69
8-1100-415-15-140-001-0-434	TAX OFF-VEHICLE R&M SERVICE	939.95	199.95	443.52	443.52	296.48	68.46
8-1100-415-16-150-001-0-432	CO TREASURER-EQUIP R&M SERVICE	695.00	.00	295.00	295.00	400.00	42.45
8-1100-415-18-160-001-0-432	PURCHASING-EQUIP R&M SERVICE	2,000.00	.00	.00	.00	2,000.00	.00
8-1100-415-18-160-001-0-434	PURCHASING-VEHICLE R&M SERVICE	2,000.00	937.58	788.95	788.95	273.47	86.33
8-1100-415-21-170-001-0-432	CO AUDITOR-EQUIP R&M SERVICE	3,000.00	.00	203.85	203.85	2,796.15	6.80
8-1100-415-40-180-001-0-432	CO CLERK-EQUIP R&M SERVICE	3,970.00	860.00	583.90	583.90	2,526.10	36.37
8-1100-415-40-180-001-0-434	CO CLERK-VEHICLES R&M SERVICE	640.00	24.95	90.95	90.95	524.10	18.11
8-1100-415-40-180-002-0-432	CO CLERK RECORD ARCHIVE-EQUIP R&M SERV	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-415-40-180-002-0-434	CO CLERK RECORD ARCHIVE-VEHICLE R&M SERV	500.00	.00	.00	.00	500.00	.00
8-1100-415-50-190-001-0-432	CIVIL SERVICE-EQUIP R&M SERVICE	2,650.00	600.00	1,200.00	1,200.00	850.00	67.92
8-1100-415-50-190-002-0-432	HUMAN RESOURCES-EQUIP R&M SERVICE	3,150.00	600.00	2,196.67	2,196.67	353.33	88.78
8-1100-419-10-210-001-0-432	PLANNING DEPT-EQUIP R&M SERVICE	1,000.00	.00	45.00	45.00	955.00	4.50
8-1100-419-10-210-001-0-434	PLANNING DEPT-VEHICLE R&M SERVICE	6,000.00	1,489.29	4,510.71	4,510.71	.00	100.00
8-1100-419-40-115-069-0-432	CRTHSE PK LOT-EQUIP R&M SERVICE	350.00	.00	96.99	96.99	253.01	27.71
8-1100-419-40-115-069-0-434	CRTHSE PK LOT-VEHICLE R&M SERVICE	1,000.00	640.00	79.10	79.10	280.90	71.91
8-1100-419-40-220-001-0-432	GEN GOVT BLDG-EQUIP R&M SERVICE	28,000.00	2,983.80	3,077.15	3,077.15	21,939.05	21.65
8-1100-419-40-220-001-0-434	GEN GOVT BLDG-VEHICLE R&M SERVICE	20,000.00	1,607.49	5,762.01	5,762.01	12,630.50	36.85
8-1100-419-50-115-059-0-432	DBM-SAFETY DIV-EQUIP R&M SERVICE	2,000.00	.00	26.10	26.10	1,973.90	1.31
8-1100-419-50-115-059-0-434	DBM-SAFETY DIV-VEHICLE R&M SERVICE	11,700.00	3,649.06	4,918.94	4,918.94	3,132.00	73.23
8-1100-421-00-115-027-0-432	TX DPS-EQUIP R&M SERVICE	550.00	.00	.00	.00	550.00	.00
8-1100-421-00-280-001-0-432	SHERIFF-EQUIP R&M SERVICE	75,886.00	5,409.30	3,794.20	3,794.20	66,682.50	12.13
8-1100-421-00-280-001-0-434	SHERIFF-VEHICLE R&M SERVICE	100,000.00	30,064.23	25,255.86	25,255.86	44,679.91	55.32
8-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP R&M SERVICE	736.00	.00	18.80	18.80	717.20	2.55
8-1100-421-00-291-001-0-434	CONSTABLE PCT.1-VEHICLE R&M SERVICE	16,921.23	1,085.50	13,819.77	13,819.77	2,015.96	88.09
8-1100-421-00-292-001-0-432	CONSTABLE PCT.2-EQUIP R&M SERVICE	4,000.00	2,000.00	.00	.00	2,000.00	50.00
8-1100-421-00-292-001-0-434	CONSTABLE PCT.2-VEHICLE R&M SERVICE	6,000.00	3,617.00	383.00	383.00	2,000.00	66.67
8-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-421-00-293-001-0-434	CONSTABLE PCT.3-VEHICLE R&M SERVICE	25,000.00	1,510.43	7,400.95	7,400.95	16,088.62	35.65
8-1100-421-00-294-001-0-432	CONSTABLE PCT.4-EQUIP R&M SERVICE	3,500.00	.00	.00	.00	3,500.00	

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
							.00
8-1100-421-00-294-001-0-434	CONSTABLE PCT.4-VEHICLE R&M SERVICE	3,000.00	685.17	1,886.45	1,886.45	428.38	85.72
8-1100-421-00-295-001-0-432	CONSTABLE PCT.5-EQUIP R&M SERVICE	1,200.00	121.62	.00	.00	1,078.38	10.14
8-1100-421-00-295-001-0-434	CONSTABLE PCT.5-VEHICLE R&M SERVICE	8,500.00	472.45	3,077.55	3,077.55	4,950.00	41.76
8-1100-422-10-300-001-0-432	EMERG SRVS-FM-EQUIP R&M SERVICE	2,000.00	331.28	1,547.44	1,547.44	121.28	93.94
8-1100-422-10-300-001-0-434	EMERG SRVS-FM-VEHICLE R&M SERVICE	9,500.00	3,947.45	3,570.71	3,570.71	1,981.84	79.14
8-1100-423-00-320-001-0-432	ADULT PROB-EQUIP R&M SERVICE	13,900.00	185.90	1,328.10	1,328.10	12,386.00	10.89
8-1100-423-21-280-002-0-432	JAIL-EQUIP R&M SERVICE	103,000.00	15,707.15	42,751.58	42,751.58	44,541.27	56.76
8-1100-423-21-280-002-0-434	JAIL-VEHICLE R&M SERVICE	10,000.00	.00	.00	.00	10,000.00	.00
8-1100-423-32-330-001-0-432	JUV DET HM-EQUIP R&M SERVICE	8,500.00	1,100.00	250.00	250.00	7,150.00	15.88
8-1100-423-32-330-001-0-434	JUV DET HM-VEHICLE R&M SERVICE	1,000.00	142.04	107.96	107.96	750.00	25.00
8-1100-429-00-300-023-0-432	EMERG SRVS-EM-EQUIP R&M SERVICE	3,930.00	.00	.00	.00	3,930.00	.00
8-1100-429-00-300-023-0-434	EMERG SRVS-EM-VEHICLE R&M SERVICE	5,700.00	1,330.00	2,996.92	2,996.92	1,373.08	75.91
8-1100-432-00-121-001-0-432	SANITATION PCT.1-EQUIP R&M SERVICE	14,387.33	3,920.46	6,648.63	6,648.63	3,818.24	73.46
8-1100-432-00-121-001-0-434	SANITATION PCT.1-VEHICLE R&M SERVICE	9,212.76	1,087.13	7,271.68	7,271.68	853.95	90.73
8-1100-432-00-122-001-0-432	SANITATION PCT.2-EQUIP R&M SERVICE	14,500.00	9,872.85	80.00	80.00	4,547.15	68.64
8-1100-432-00-122-001-0-434	SANITATION PCT.2-VEHICLE R&M SERVICE	20,831.10	3,376.26	15,535.04	15,535.04	1,919.80	90.78
8-1100-432-00-123-001-0-432	SANITATION PCT.3-EQUIP R&M SERVICE	36,000.00	1,205.00	19,949.52	19,949.52	14,845.48	58.76
8-1100-432-00-123-001-0-434	SANITATION PCT.3-VEHICLE R&M SERVICE	10,000.00	2,501.14	5,030.72	5,030.72	2,468.14	75.32
8-1100-432-00-124-001-0-432	SANITATION PCT.4-EQUIP R&M SERVICE	12,500.00	525.00	3,065.37	3,065.37	8,909.63	28.72
8-1100-432-00-124-001-0-434	SANITATION PCT.4-VEHICLE R&M SERVICE	13,900.00	1,632.07	9,862.89	9,862.89	2,405.04	82.70
8-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP R&M SERVICE	8,000.00	6,451.27	1,501.79	1,501.79	46.94	99.41
8-1100-441-00-340-001-0-434	HEALTH ADM-VEHICLE R&M SERVICE	10,500.00	4,919.88	4,496.17	4,496.17	1,083.95	89.68
8-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP R&M SERVICE	7,500.00	4,150.00	294.00	294.00	3,056.00	59.25
8-1100-444-00-240-001-0-432	HUMAN SERVICES-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
8-1100-461-00-380-001-0-432	TX AGRILIFE EXT-EQUIP R&M SERVICE	1,500.00	.00	164.99	164.99	1,335.01	11.00
8-1100-461-00-380-001-0-434	TX AGRILIFE EXT-VEHICLE R&M SERVICE	5,000.00	110.98	649.64	649.64	4,239.38	15.21
8-1100-466-00-122-018-0-432	PCT 2 CRC-EQUIP R&M SERVICE	100.00	.00	.00	.00	100.00	.00
1100 GENERAL FUND		**818,824.49**	**136,029.91**	**263,335.79**	**263,335.79**	**419,458.79**	**48.77**
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-432	CO SHOP-EQUIP R&M SERVICE	2,000.00	326.88	1,180.77	1,180.77	492.35	75.38

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-434	CO SHOP-VEHICLE R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1200-431-00-260-001-0-432	R-O-W DEPT-EQUIP R&M SERVICE	4,000.00	.00	.00	.00	4,000.00	.00
8-1200-431-00-260-001-0-434	R-O-W DEPT-VEHICLE R&M SERVICE	3,500.00	620.20	1,679.80	1,679.80	1,200.00	65.71
1200 R&B COUNTY WIDE		**9,800.00**	**947.08**	**2,860.57**	**2,860.57**	**5,992.35**	**38.85**
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-004-0-432	PCT.1 RD ADM-EQUIP R&M SERVICE	300.00	274.15	25.85	25.85	.00	100.00
8-1201-431-00-121-005-0-432	PCT.1 P/U RD-EQUIP R&M SERVICE	13,000.00	2,495.62	3,973.30	3,973.30	6,531.08	49.76
8-1201-431-00-121-005-0-434	PCT.1 P/U RD-VEHICLE R&M SERVICE	30,000.00	4,542.60	17,226.59	17,226.59	8,230.81	72.56
1201 R&B PRECINCT NO.1		**43,300.00**	**7,312.37**	**21,225.74**	**21,225.74**	**14,761.89**	**65.91**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-005-0-432	PCT.2 RD ADM-EQUIP R&M SERVICE	950.00	.00	.00	.00	950.00	.00
8-1202-431-00-122-005-0-434	PCT.2 RD ADM-VEHICLE R&M SERVICE	2,600.00	.00	179.00	179.00	2,421.00	6.88
8-1202-431-00-122-006-0-432	PCT.2 P/U RD-EQUIP R&M SERVICE	7,000.00	4,502.44	2,477.70	2,477.70	19.86	99.72
8-1202-431-00-122-006-0-434	PCT.2 P/U RD-VEHICLE R&M SERVICE	20,500.00	721.00	10,080.01	10,080.01	9,698.99	52.69
1202 R&B PRECINCT NO.2		**31,050.00**	**5,223.44**	**12,736.71**	**12,736.71**	**13,089.85**	**57.84**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-004-0-432	PCT.3 RD ADM-EQUIP R&M SERVICE	1,200.00	916.62	157.47	157.47	125.91	89.51
8-1203-431-00-123-005-0-432	PCT.3 P/U RD-EQUIP R&M SERVICE	56,000.00	1,600.00	5,707.17	5,707.17	48,692.83	13.05
8-1203-431-00-123-005-0-434	PCT.3 P/U RD-VEHICLE R&M SERVICE	30,440.00	3,117.17	13,344.53	13,344.53	13,978.30	54.08
1203 R&B PRECINCT NO.3		**87,640.00**	**5,633.79**	**19,209.17**	**19,209.17**	**62,797.04**	**28.35**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-005-0-432	PCT.4 RD ADM-EQUIP R&M SERVICE	500.00	.00	445.00	445.00	55.00	89.00
8-1204-431-00-124-007-0-432	PCT.4 P/U RD-EQUIP R&M SERVICE	30,031.09	3,062.16	10,017.65	10,017.65	16,951.28	43.55
8-1204-431-00-124-007-0-434	PCT.4 P/U RD-VEHICLE R&M SERVICE	42,345.00	6,669.30	24,111.19	24,111.19	11,564.51	72.69
1204 R&B PRECINCT NO.4		**72,876.09**	**9,731.46**	**34,573.84**	**34,573.84**	**28,570.79**	**60.80**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-432	PARKS PCT.1-EQUIP R&M SERVICE	2,384.68	739.97	589.16	589.16	1,055.55	55.74
8-1211-452-00-121-013-0-434	PARKS PCT.1-VEHICLE R&M SERVICE	2,986.00	250.00	1,098.76	1,098.76	1,637.24	45.17
1211 PARKS PRECINCT NO.1		**5,370.68**	**989.97**	**1,687.92**	**1,687.92**	**2,692.79**	**49.86**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-432	PARKS PCT.2-EQUIP R&M SERVICE	2,300.00	768.68	459.43	459.43	1,071.89	53.40
8-1212-452-00-122-008-0-434	PARKS PCT.2-VEHICLE R&M SERVICE	500.00	.00	211.01	211.01	288.99	42.20
1212 PARKS PRECINCT NO.2		**2,800.00**	**768.68**	**670.44**	**670.44**	**1,360.88**	**51.40**
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-432	PARKS PCT.3-EQUIP R&M SERVICE	4,000.00	811.20	1,301.00	1,301.00	1,887.80	52.81

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-434	PARKS PCT.3-VEHICLE R&M SERVICE	3,000.00	43.50	711.14	711.14	2,245.36	25.15
1213 PARKS PRECINCT NO.3		**7,000.00**	**854.70**	**2,012.14**	**2,012.14**	**4,133.16**	**40.95**
1214 PARKS PRECINCT NO.4							
8-1214-452-00-124-009-0-432	PARKS PCT.4-EQUIP R&M SERVICE	1,600.00	.00	.00	.00	1,600.00	.00
8-1214-452-00-124-009-0-434	PARKS PCT.4-VEHICLE R&M SERVICE	1,000.00	180.00	612.30	612.30	207.70	79.23
1214 PARKS PRECINCT NO.4		**2,600.00**	**180.00**	**612.30**	**612.30**	**1,807.70**	**30.47**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
8-1222-412-00-080-006-0-432	DA BAD CK-EQUIP R&M SERVICE	100.00	.00	75.00	75.00	25.00	75.00
8-1222-412-00-080-006-0-434	DA BAD CK-VEHICLE R&M SERVICE	3,000.00	647.81	2,185.84	2,185.84	166.35	94.46
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**3,100.00**	**647.81**	**2,260.84**	**2,260.84**	**191.35**	**93.83**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
8-1237-415-40-180-003-0-432	CC REC MGMT-EQUIP R&M SERVICE	9,500.00	.00	.00	.00	9,500.00	.00
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**9,500.00**	**.00**	**.00**	**.00**	**9,500.00**	**.00**
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION							
8-1238-415-40-180-004-0-432	COUNTY RECORDS MGMT-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1241 COURTHOUSE SECURITY FUND							
8-1241-421-23-115-044-0-432	COURTHOUSE SECURITY-EQUIP R&M SERVICE	4,000.00	1,000.00	.00	.00	3,000.00	25.00
1241 COURTHOUSE SECURITY FUND		**4,000.00**	**1,000.00**	**.00**	**.00**	**3,000.00**	**25.00**
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05							
8-1242-412-00-060-001-0-432	JUSTICE CRT TECH-EQUIP R&M SERVICE	26,567.00	-917.61	3,520.00	3,520.00	23,964.61	9.80
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05		**26,567.00**	**-917.61**	**3,520.00**	**3,520.00**	**23,964.61**	**9.80**
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND							
8-1246-415-15-140-003-0-432	TAX OFF-EQUIP R&M SERVICE	500.00	.00	.00	.00	500.00	.00
8-1246-415-15-140-003-0-434	TAX OFF-VEHICLE R&M SERVICE	5,000.00	.00	.00	.00	5,000.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND		**5,500.00**	**.00**	**.00**	**.00**	**5,500.00**	**.00**
1247 LAW LIBRARY							
8-1247-412-50-100-001-0-432	LAW LIBRARY-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1247 LAW LIBRARY		**1,000.00**	**.00**	**.00**	**.00**	**1,000.00**	**.00**
1252 HIDTA FEDERAL SHARING US TREASURY							
8-1252-412-00-270-012-0-432	HIDTA US TREASURY-EQUIP R&M SERVICE	5,000.00	757.22	1,621.75	1,621.75	2,621.03	47.58
8-1252-412-00-270-012-0-434	HIDTA US TREASURY-VEHICLE R&M SERVICE	3,500.00	177.00	1,701.29	1,701.29	1,621.71	53.67
1252 HIDTA FEDERAL SHARING US TREASURY		**8,500.00**	**934.22**	**3,323.04**	**3,323.04**	**4,242.74**	**50.09**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
8-1284-421-00-280-038-7-434	TBSC OPER LINEBACKER FED-VEHCLE R&M SRV	1,400.00	.00	.00	.00	1,400.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1284 DESIGNATED PURPOSE GRANTS LVL 4							
8-1284-421-00-280-044-9-434	BSET-VEHICLE R&M SERVICE	10,000.00	.00	.00	.00	10,000.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4		**11,400.00**	**.00**	**.00**	**.00**	**11,400.00**	**.00**
1291 HIDTA							
8-1291-412-00-270-002-0-432	HIDTA TF COMMAND CTR-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-002-0-434	HIDTA TF COMMAND CTR-VEHCLE R&M SERVICE	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-003-7-432	HIDTA TASK FORCE-EQUIP R&M SERVICE	1,000.00	.00	882.03	882.03	117.97	88.20
8-1291-412-00-270-003-7-434	HIDTA TASK FORCE-VEHICLE R&M SERVICE	5,725.45	3,503.18	2,090.01	2,090.01	132.26	97.69
8-1291-412-00-270-003-8-434	HIDTA TASK FORCE-VEHICLE R&M SERVICE	6,200.00	308.76	.00	.00	5,891.24	4.98
1291 HIDTA		**12,925.45**	**3,811.94**	**2,972.04**	**2,972.04**	**6,141.47**	**52.49**
1292 WIC							
8-1292-441-00-350-001-8-432	WIC ADM-EQUIP R&M SERVICE	17,242.55	3,542.23	13,593.20	13,593.20	107.12	99.38
8-1292-441-00-350-001-8-434	WIC ADM-VEHICLE R&M SERVICE	18,451.36	1,431.43	10,499.37	10,499.37	6,520.56	64.66
1292 WIC		**35,693.91**	**4,973.66**	**24,092.57**	**24,092.57**	**6,627.68**	**81.43**
1293 HEALTH DEPARTMENT							
8-1293-441-00-340-005-0-432	H.D. ADM-EQUIP R&M SERVICE	1,610.00	.00	.00	.00	1,610.00	.00
8-1293-441-00-340-008-8-434	T.B. CONTROL-VEHICLE R&M SERVICE	593.65	.00	93.65	93.65	500.00	15.78
8-1293-441-00-340-013-8-432	TDH PHPSB-EQUIP R&M SERVICE	1,489.00	.00	.00	.00	1,489.00	.00
8-1293-441-00-340-013-8-434	TDH PHPSB-VEHICLE R&M SERVICE	1,979.05	.00	338.50	338.50	1,640.55	17.10
8-1293-441-00-340-013-9-434	TDH PHPSB-VEHICLE R&M SERVICE	500.00	500.00	.00	.00	.00	100.00
1293 HEALTH DEPARTMENT		**6,171.70**	**500.00**	**432.15**	**432.15**	**5,239.55**	**15.10**
1294 JUVENILE PROBATION							
8-1294-423-00-330-014-0-432	COMPUTERIZATION-EQUIP R&M SERVICE	18,942.29	.00	5,048.88	5,048.88	13,893.41	26.65
1294 JUVENILE PROBATION		**18,942.29**	**.00**	**5,048.88**	**5,048.88**	**13,893.41**	**26.65**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
8-1295-423-00-330-028-0-432	WESL B/C-EQUIP R&M SERVICE	8,000.00	2,669.97	680.90	680.90	4,649.13	41.89
8-1295-423-00-330-028-0-434	WESL B/C-VEHICLE R&M SERVICE	4,500.00	.00	1,247.37	1,247.37	3,252.63	27.72
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**12,500.00**	**2,669.97**	**1,928.27**	**1,928.27**	**7,901.76**	**36.79**
1297 ADULT PROBATION							
8-1297-423-00-320-002-8-432	BASIC SUPERVISION-EQUIP R&M SERVICE	33,425.29	231.52	4,235.12	4,235.12	28,958.65	13.36
8-1297-423-00-320-002-8-434	BASIC SUPERVISION-VEHICLE R&M SERVICE	8,178.49	1,964.10	1,853.04	1,853.04	4,361.35	46.67
8-1297-423-00-320-002-9-432	BASIC SUPERVISION-EQUIP R&M SERVICE	50,000.00	3,053.24	.00	.00	46,946.76	6.11
8-1297-423-00-320-002-9-434	BASIC SUPERVISION-VEHICLE R&M SERVICE	1,700.00	1,534.50	.00	.00	165.50	90.26
8-1297-423-00-320-005-8-432	RESTITUTION CTR-EQUIP R&M SERVICE	2,846.00	145.00	2,109.20	2,109.20	591.80	79.21
8-1297-423-00-320-005-8-434	RESTITUTION CTR-VEHICLE R&M SERVICE	3,659.29	39.85	3,405.46	3,405.46	213.98	94.15
8-1297-423-00-320-005-9-432	RESTITUTION CTR-EQUIP R&M SERVICE	3,000.00	196.90	.00	.00	2,803.10	6.56

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
8-1297-423-00-320-005-9-434	RESTITUTION CTR-VEHICLE R&M SERVICE	6,250.00	1,566.80	.00	.00	4,683.20	25.07
8-1297-423-00-320-008-8-432	COMM CORR-EQUIP R&M SERVICE	2,717.00	573.00	1,783.75	1,783.75	360.25	86.74
8-1297-423-00-320-008-8-434	COMM CORR-VEHICLE R&M SERVICE	241.65	.00	140.07	140.07	101.58	57.96
8-1297-423-00-320-008-9-432	COMM CORR-EQUIP R&M SERVICE	14,650.00	.00	.00	.00	14,650.00	.00
8-1297-423-00-320-008-9-434	COMM CORR-VEHICLE R&M SERVICE	2,000.00	2,000.00	.00	.00	.00	100.00
8-1297-423-00-320-020-8-432	SATF-EQUIP R&M SERVICE	2,350.00	1,144.50	499.50	499.50	706.00	69.96
8-1297-423-00-320-020-8-434	SATF-VEHICLE R&M SERVICE	1,250.00	450.31	449.69	449.69	350.00	72.00
8-1297-423-00-320-020-9-432	SATF-EQUIP R&M SERVICE	15,800.00	746.20	.00	.00	15,053.80	4.72
8-1297-423-00-320-020-9-434	SATF-VEHICLE R&M SERVICE	5,000.00	967.90	.00	.00	4,032.10	19.36
1297 ADULT PROBATION		**153,067.72**	**14,613.82**	**14,475.83**	**14,475.83**	**123,978.07**	**19.00**
2201 SELF-FUNDED HEALTH INSURANCE							
8-2201-415-00-115-009-0-432	DBM-HEALTH INS ADM-EQUIP R&M SERVICES	.00	.00	.00	.00	.00	.00
2201 SELF-FUNDED HEALTH INSURANCE		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
2202 SELF-FUNDED WORKERS' COMP							
8-2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-2202-419-50-115-065-0-434	DBM-W/C DIV-VEHICLE R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
2202 SELF-FUNDED WORKERS' COMP		**1,300.00**	**.00**	**.00**	**.00**	**1,300.00**	**.00**
8 YEAR		**1,391,429.33**	**195,905.21**	**416,978.24**	**416,978.24**	**778,545.88**	**44.05**

AI-11294 **20.A.15.**

Year End Purchase Deadline
CC REGULAR

Date: 09/23/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation by Hidalgo County Auditor's Office, Budget Office and Purchasing Department for discussion, consideration and approval of an "ORDER" for all General Fund Budgets and any other applicable budget:

A. Cut-off date for the submission of Requisitions by Friday, October 17, 2008 on goods and/or services that require sufficient time to order and receive prior to 12-31-08, i.e. major purchases: vehicles, furniture and/or equipment;
B. Approval to notify all applicable departments that open purchase orders at 12-31-08 for which there is not a proper invoice adn physical receipt of goods and/or services will be charged to the 2009 budgets.

BACKGROUND

Fiscal Impact

Attachments

Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/19/2008 01:18 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/19/2008 02:00 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Marty Salazar			Started On: 09/19/2008 11:25 AM	
Final Approval Date: 09/19/2008				

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL FUND and/or APPLICABLE FUND - Elected Officials/Dept. Heads**

From: **Valde Guerra**
H/C Budget Officer

Martha L. Salazar
H/C Purchasing Agent

Raymundo Eufracio, CPA
H/C Auditor

DATE: **September 23, 2008**

RE: **"Order" for Requisition Submission Date Deadline -"MAJOR PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, September 23, 2008, this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, October 17, 2008 at 5:00 p.m.** for the submission of the following:

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2008) fiscal/calendar year **FOR MAJOR PURCHASES (i.e., vehicles, furniture, equipment, etc.) THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12-31-08;**

b) the proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2008 to qualify for payment under your 2008 budgets;

d) **All open Purchase Orders from the 2008 budgets** for which goods were not received or services not rendered by December 31, 2008 **will lapse** and **those Purchase Orders will be charged from the 2009 budgets;**

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-item funding or creation of the proper line-item and/or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of October 17, 2008.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 10-17-08 VIA FAX TO 956-318-2629.

Signature - elected official/department head/or authorized designee _____ **Date** _____

Printed Name/Title _____ **Department** _____

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-11269 **20.B.1.**

SOQ - PCT NO 1- "ON CALL" ENG SVC CONTRACT
CC REGULAR

Date: 09/23/2008
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 for Hidalgo County Precinct No 1 in connection with "On-Call" engineering services;
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 as needed "on call" professional engineering services required by Precinct No 1;

1st._____; 2nd._____; 3rd._____;
C. Authority for the Purchasing Department to negotiate a professional as needed "on call" engineering services contract with the No.1 ranked firm of _____ for Hidalgo County Precinct No. 1 including a "non-exclusive provision and clause.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** R & B and CIP accts for Pct. 1 dept 121
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct. 1 R & B:
8-1201-431-00-121-005-0-334 "Pct. 1 P/U Rd - Engineer & Architect Svcs" Available Balance as of 9-19-08 $30,000.00
8-1201-431-00-121-005-0-731 "Pct. 1 P/U Rd - Roads" Available Balance as of 9-19-08 $43,234.13
8-1201-431-00-121-005-0-733 "Pct. 1 P/U Rd - Drainage Ditches & Structures" Availalbe Balance as of 9-19-08 $715,000.00

Pct. 1 CIP:
8-1336-431-00-121-041-0-731 "C.O.'s 2006 - Pct. 1 - Roads" Available Balance as of 9-19-08 $382,811.37
8-1336-431-00-121-041-0-734 "C.O.'s 2006 - Pct. 1 - Subdivision Streets" Available Balance as of 9-19-08 $61,746.73

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Laura Moya	09/19/2008 08:30 AM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 09:20 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/19/2008 10:08 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Laura Moya Started On: 09/17/2008 04:59 PM

Final Approval Date: 09/19/2008

Agenda Item 11269

HIDALGO COUNTY Precinct No 1

FOR

"On-Call" Engineer Services

GRID

Engineer Firms

	Dos Logistics	**Rodriguez Engineering**	**Javier Hinojosa Engineering**
Evaluator No 1	**96**	**92**	**89**
Total Scores	**96**	**92**	**89**
RANKING by Commissioner's Court			

AI-11183 **20.B.2.**

Pct. 1- Invoice No. 11322749-L&G Engineering-C-07-451-12-26
CC REGULAR

Date: 09/23/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322749 in the amount of $88,825.00, from L & G Consulting Engineers, Inc., d/b/a, L & G Engineering, contracted engineer for the "FM 493 Project" for Hidalgo County Precinct No. 1.

BACKGROUND

Invoice No. 11322749

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-049-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #596375 is $780,397.50 as of 9-17-08 for the FM 493 project for L & G Consulting Engineers, Inc.

Attachments

Link: Invoice No. 11322749

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 02:45 PM	APRV
2	Budget & Management	Veronica Lopez	09/17/2008 02:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/17/2008 02:52 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:17 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV

Form Started By: Letty Saenz Started On: 09/16/2008 08:56 AM

Final Approval Date: 09/19/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322749
INVOICE DATE: 08/31/08

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

Contract #C-07-451-00-00
PO#596375/R233

POST

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2008.						
11006-Design Schem	272,500.00	245,250.00	13,625.00	258,875.00	95.0	13,625.00
12001-EA Fieldwork	10,000.00	10,000.00		10,000.00	100.0	
12002-EA Documents	57,000.00	34,200.00	11,400.00	45,600.00	80.0	11,400.00
12003-Public Invmt	3,000.00	1,500.00		1,500.00	50.0	1,500.00
12004-Cul Resc	20,000.00				0.0	20,000.00
12030-Public Invmt	20,450.00	12,702.50		12,702.50	62.1	7,747.50
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv.Plans&Des	25,000.00	22,500.00		22,500.00	90.0	2,500.00
15010-Surv.Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	100,800.00	12,600.00	113,400.00	45.0	138,600.00
16100-Drainage	168,000.00	58,800.00	16,800.00	75,600.00	45.0	92,400.00
16200-Pavt Mrk & Sig	84,000.00	8,400.00	12,600.00	21,000.00	25.0	63,000.00
16240-Signal Design	40,000.00				0.0	40,000.00
16302-Traf Cntrl Pln	84,000.00	12,600.00		12,600.00	15.0	71,400.00
16304-Irrigation	84,000.00	29,400.00		29,400.00	35.0	54,600.00
16307-Utilities	168,000.00	67,200.00	16,800.00	84,000.00	50.0	84,000.00
16400-Contract Mgmt	100,000.00	40,000.00	5,000.00	45,000.00	45.0	55,000.00
32000-Const. Mgmt	35,800.00				0.0	35,800.00
TOTALS:	1,598,950.00	818,652.50	88,825.00	907,377.50	56.7	691,572.50

8-1336-431-00-121 049-0-841 NL

PO 596375

PROJECT MANAGER'S SIGNATURE

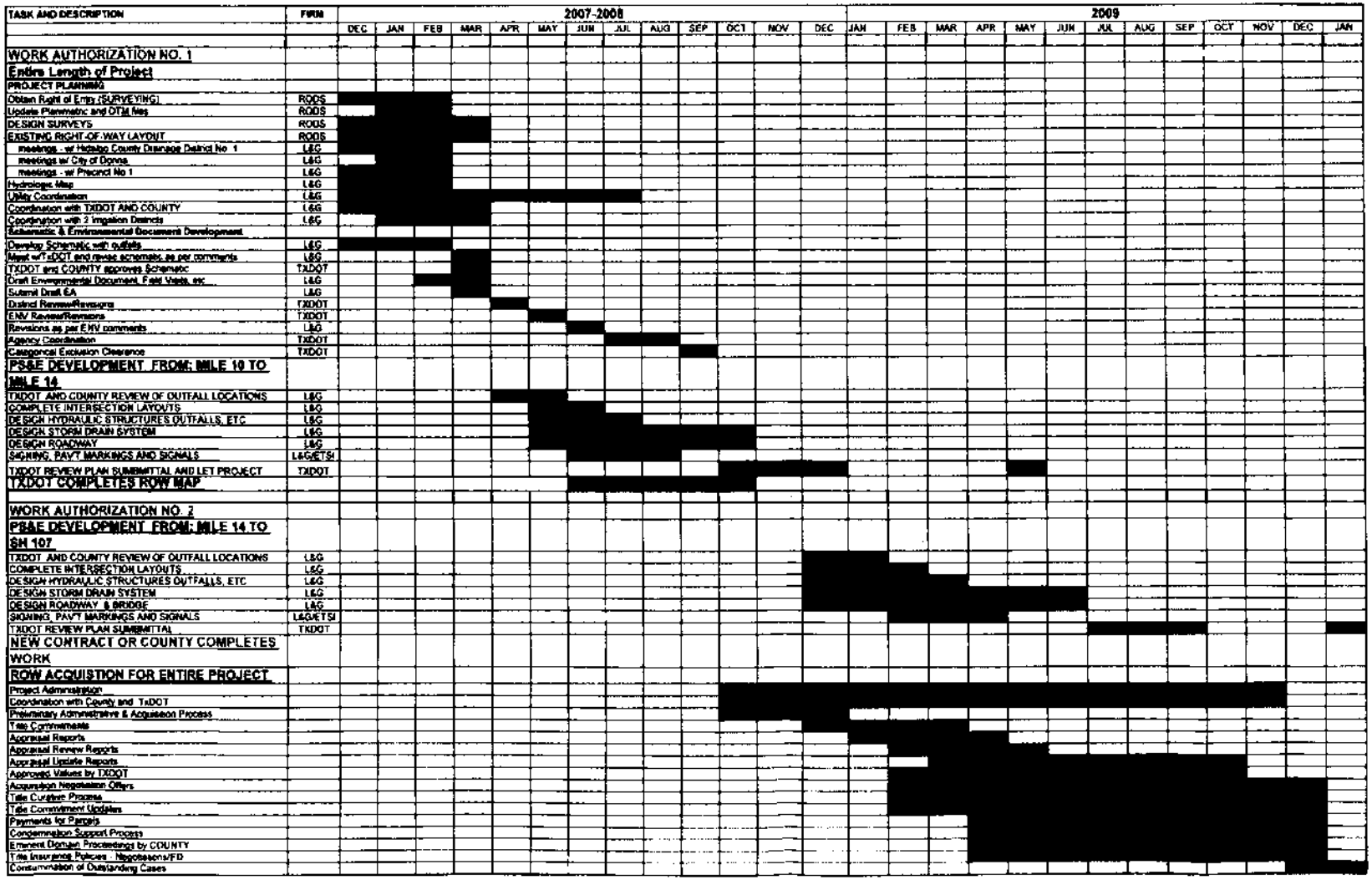
ORIGINAL CONTRACT SUM	$	1,598,950.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,598,950.00
TOTAL COMPLETED TO DATE	$	907,377.50
LESS PREVIOUS INVOICES	$	818,552.50
CURRENT PAYMENT DUE	$	88,825.00

INVOICE RECEIVED BY
Noe Hinojosa on 9-15-08
GOODS/SERVICES RECEIVED BY:
Noe Hinojosa on 9-15-08

9569737804 PCT 1 02:15:50 p.m. 09-15-2008 3/6

Client Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM MILE 10 TO SH 107



ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

L&G Engineering

Transportation Consultants

September 2, 2008

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of August 2008. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
L&G is has submitted the schematic and constraint map to TxDOT based on the 100 ft. ROW/84' F-F roadway option. We have revised the schematic/matrix based on TxDOT comments. Public Meeting has been re-scheduled for September 16th. We are revising the final schematic based on new information received from utility companies within the project limits.	L&G	95%
All field work has been completed. The EA has been completed and are awaiting the public meeting for a formal submittal to TxDOT.	L&G	100%
A draft copy of EA has been submitted to TxDOT for initial review and comments.	L&G	80%
The public meeting scheduled for July 24th was postponed and pending rescheduling. L&G provided TxDOT with names and addresses of property owners, attended a mock meeting and assisted in the preparation of their presentation for the public meeting that was postponed.	L&G	50%
The cultural resource surveys are being scheduled for November 2008.	L&G	0%
We have prepared names and addresses of property owners and Vazaldua & Assoc. designed and printed 4X6 notice cards for Public Meeting and hand delivered and counsel property owners on matters affecting their property. Meeting has been re-scheduled for September 16th.	L&G	62%
Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing. ROW map file has been provided to L&G. A hard copy of all ROW information has been submitted to our office.	RODS	100%

Mercedes Office:
2100 W. Expressway 83 • Mercedes, TX 78570
(956) 565-9813 • Fax: (956) 565-9018
Toll Free: (888) 565-9813

Mission Office:
900 S. Stewart Rd., Suite 9 • Mission, TX 78572
(956) 585-1909 • Fax: (956) 585-1927
Toll Free: (866) 585-1909

L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted 90% complete final survey, along with preliminary survey control index sheets.	L&G	90%
Control points (BM's) are complete.	RODS	100%
H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' South of Mile 10 North. A copy of the preliminary survey control index sheets has been submitted.	RODS	100%
Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We are adjusting the profile and centerline based on new utility information.	L&G	45%
We are evaluating each outfall for use and will identify any improvements that are necessary. We met with Mrs. Nora Zapata of the Donna Irrigation District. A hydrologic map has been developed. We are beginning the storm drain layout.	L&G	45%
Preliminary pavement markings have been laid out on the schematic. Intersection stationing is being coordinated by TxDOT.	L&G	25%
This task has not begun.		0%
We are further investigating the feasibility of various traffic control options for the "84' roadway in 100' of ROW" typical section that is approved. The trunk line location is being determined based on the trunk line location we are developing the TCP phasing.	L&G	15%
All irrigation crossings have been identified and existing conditions are being drafted. We met with Mrs. Nora Zapata of the Donna Irrigation District on May 6, 2008 to discuss irrigation and outfalls and met again on June 23rd. Coordination with the Donna Irrigation District is ongoing.	L&G	35%
An initial site survey was conducted. Major compensable utilities have been identified and adjustment costs are being analyzed and incorporated into the project. Initial letters have been sent to all utilities found within the project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been discovered and coordination with Texas Gas is ongoing.	L&G	50%
L&G continues to coordinate and manage the work required and providing County with updates.	L&G	45%
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Armando J. Sandoval, P.E.
Project Manager
Attachment

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 6

Phone: **Date:** 9/15/08

Re: PO 596375 / FM 493 **CC:**

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

• **Comments**

Please place the following L & G invoice #11322749 on the next cc meeting for request for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-11069 **20.C.1.**

Pct 2 Loading and Hauling of Dirt
CC REGULAR

Date: 09/23/2008
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authority to advertise a request for sealed bids with approval of procurement packet. (i.e. specifications and draft contract document) as attached hereto for " Hidalgo County Pct 2 for Loading and Hauling of Dirt" (RFB No. 2008-337-MEG)

BACKGROUND

Please see attached:
- Memo Department approval of specifications
- Exhibit "A" -Bid Specifications
- Draft Contract

Proposed Advertisement Dates:
1st September 27, 2008
2nd October 4, 2008

Bid Openings:
October 15, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $50,126.14 as of 9/17/08.

Attachments

Link: Memo-Exhibit A-Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 02:31 PM	APRV
2	Budget & Management	Veronica Lopez	09/17/2008 02:45 PM	APRV
3	Dale Kennan	Dale Kennan	09/17/2008 03:10 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:18 PM	APRV

5	Court Administrator	Angela Garcia	09/19/2008 07:38 AM	APRV
Form Started By: Elena Gomez			Started On: 09/10/2008 11:12 AM	
Final Approval Date: 09/19/2008				

9/8/08 Fax + Emailed to Elena Gomez
9/9/08 - E Mailed

MEMORANDUM

To: Ricardo Cuellar
Hidalgo County Precinct 2
via email: Ricardo.cuellar@co.hidalgo.tx.us

Attn: Yolanda Cisneros
via email: Yolanda.cisneros@co.hidalgo.tx.us

From: Elena Gomez
Purchasing Dept., Buyer

Date: September 4, 2008

Re: Bid No. 2008-337-00-00-MEG Approval of Specifications/Requirements for **HIDALGO COUNTY PRECINCT 2 "RFB-LOADING AND HAULING OF DIRT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify)_____

BUDGET ACCOUNT#: 8-1202-431-00-122-006-0-346

Ricardo Cuellar — RICARDO CUELLAR — 09-5-08

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: Elena.gomez@co.hidalgo.tx.us no later than DAY, MONTHS 20, 2008 by 12:00P.M.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
RFB NO. 08-337-00-00-MEG

SPECIFICATIONS/REQUIREMENTS

Scope of Project:
Hidalgo County Precinct No. 2 is requesting bids for "Loading and Hauling of Dirt".

1. Request for bids will be within the area of Hidalgo County Precinct No. 2 as follows: Hauling - Option I and Loading Services- Option II.

2. Bid price must be on a per cubic yard-per radius basis. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page.

3. Bidder(s) will be responsible for providing equipment necessary for project.

4. Bid Award: Bid award will be to the lowest and best bid meeting all requirements. The County of Hidalgo reserves the right to: **A.** separate and accept, or eliminate any items(s) listed under this bid that is deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one or to multiple bidder if the County determines it is in its best interest to do so.

5. Contract term will be for an initial one (1) year.

6. Contract Term will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles, provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. Hidalgo County Precinct No. 2 reserves the right to award the bid to one or multiple bidders if Hidalgo County Precinct No. 2 determines it is in the best interest to do so.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for

retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage's as outlined in Exhibit "C".

9. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for the next contract term.

10. Requesting the **minimum of Ten (10) vendor owned hauling trucks** that will be available for this bid for Hidalgo County Precinct No. 2 with the minimum of sixteen (16) cubic yards per load that will be available for the "Hauling of Dirt With An Option to Load". Please note the make, year, model and capacity of your hauling trucks on Exhibit "E".

Additional Information:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, DAY, MONTH , 2008 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **DAY, MONTH , 2008 by 5:00 P.M.**

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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;

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, **DAY, MONTH , 2008 at 5:00 p.m.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m., DAY, MONTH, 2008.**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-337-00-00

THIS CONTRACT is made and entered into this _____ day of , by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for "_____" (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within Hidalgo County_____ and other Hidalgo County sites specified in Exhibit "B" for "_____" . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

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

3. This Contract shall be for a period beginning _____ and ending _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

DRAFT

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and

DRAFT

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

APPROVED AS TO FORM:

By:_____
Atlas & Hall, LLP

DRAFT

AI-11256 **20.C.2.**

7G18 Commercial Lawn Mowers
CC REGULAR

Date: 09/23/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authority for Hidalgo County to purchase (2) 7G18 Commercial Walk-behind lawn mowers 18 HP Kohler 48" 7iron deck 5 speed through the County's membership/participation with TASB Buyboard's awarded vendor Barbee Neuhaus Implement Company contract #292-08 in the total amount of $7,205.66.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81336431001220300742
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lawn Mowers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 06:01 PM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 07:38 AM	APRV
3	Matilde Faz		09/19/2008 05:14 PM	NEW

Form Started By: Matilde Faz Started On: 09/17/2008 04:28 PM

Final Approval Date: 09/19/2008

Requisition

Req # 00139381

PO #

Date: 09/11/08

Regular
11254
9/23/08

Bill To: x
x

Vendor : 339024
JOHN DEERE LANDSCAPES INC
31691 DEQUINDRE DR
MADISON IL 48071

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
REQ.#0060

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER TASB BUYBOARD PRICING/ CIP DEPT.		
		DO NOT DUPLICATE ORDER		
2	EACH	7G18 COMMERCIAL LAWN MOWER WALK-BEHIND	4,679.00	9,358.00
1	EACH	LESS 23% CONTRACT DISCOUNT	-2,152.34	-2,152.34
1		18 HP KOHLER 48" 7 IRON DECK 5 SPEED 2 YEAR /2000 HOURS WARRANTY.		.00
		Account No	Encumbrance	
		8-1336-431-00-122-030-0-742	7,205.66	
			Freight	.00
			Total	7,205.66
		LAWN MOWERS FOR DEPARTMENT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

JOHN DEERE COMPANY
GOVERNMENTAL & NATIONAL SALES CONTRACT QUOTE WORKSHEET
TASBY / BUYBOARD

JOHN DEERE

JOHN DEERE

AGENCY INFORMATION

Bill to: Hidalgo Pct #2
Address:
City, State, Zip:
Contact Name: Rocky
Phone: 292-6136

Ship to: BARBEE NEUHAUS IMPLEMENT COMPANY
Address: 2000 E. EXPRESSWAY 83
City, State, Zip: WESLACO, TEXAS 78596
Contact Name: R.D. MACHEN
Phone: 956-968-7502

Ag Equipment	VENDOR	C&CE Equipment
John Deere Company	or	John Deere Company
11145 Thompson Ave.		2000 John Deere Run
Lenexa, KS 66219		Cary, NC 27513
Phone: (888) 222-7239		Phone: (800) 535-2967
Fax: (913) 310-8349		Fax: (919) 804-2485

DELIVERING DEALER
Dealer: BARBEE NEUHAUS IMPLEMENT COMPANY
Acct # 90400891
City/State: WESLACO, TEXAS
Phone: 956-968-7502
Contact: R.D. MACHEN

Contract # 292-08
Price Effective Dat 9-10-08 Good for 30 Days

List and price all codes, bundles and part numbers required.

Equipment Codes	Description	Factory Inv /Order #	Qty	List Price	Total List Price
1011TC	7G18 Commercial Walk-Behind		2	$ 4,679.00	$ 9,358.00
	18 HP Kohler				
	48" 7Iron Deck				
	5 Speed				
	2 year/ 2000 Hr Warranty				

Total List Price per Unit	$ 9,358.00
Less Contract Discount	23%
Discount Amount	$ 2,152.34
Total Price of John Deere Equipment	$ 7,205.66
Plus Non-John Deere Equipment - Allied (if applicable)	
Less Trade-In (if applicable)	$ -
Subtotal	$ -
Plus Tax: % (if applicable)	$ -
*Miscellenous Fees, if applicable (JDC)	$ -
	QTY X 2
Total PO Price	$ 7,205.66

Municipal Lease? Yes ___ No ___ Contract # ___

Retail Note? Yes ___ No ___ Contract # ___

*Applicable miscellaneous fees are to be charged to the customer by JDC and can be blended into their payments. This assures that the lease credit to GNS from JDC matches the agency PO amount. If the fees have not been included in the customer's purchase price and financing documents, GNS will debit the dealer for the fees.

If tax exempt please submit tax exemption certificate with purchase order.

Please submit this form along with the purchase order.

AI-11251 **20.C.3.**

Purchase of One (1) New 2007 Hino Dump Truck
CC REGULAR

Date: 09/23/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Rush Truck Centers of Texas LP; One (1) New 2007 New Hino with 5-6 Yd. Dump Body in the amount not to exceed $56,719.64 which includes Buyboard pricing and accessories. (Bid No. 2008-384)

BACKGROUND

As requested by Pct. 2

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1332-431-00-122-016-0-741
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending transfers (AI-11272) in the total amount of $56,719.64.

Attachments

Link: worksheet, request from dept.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 05:40 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 07:39 AM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 09:38 AM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:23 PM	APRV
5	Joy Hsu		09/19/2008 05:14 PM	NEW

Form Started By: Sandra Montalvo Started On: 09/17/2008 04:25 PM

Final Approval Date: 09/19/2008

Sandra Montalvo

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, September 17, 2008 2:55 PM
To: martha.salazar@co.hidalgo.tx.us; sandra.montalvo@co.hidalgo.tx.us
Cc: Valde
Subject: Purchase Hino Truck

Sandra, as per our conversation this morning, attached is the price quote for the Hino Dump Truck. Budget will provide the funding source for this purchase. The precinct does realize that this vehicle is a 2007; however, it has all the warranties available as it is a new truck.
If you have any questions, please let me know.
Thanks,

Agapito Vargas, Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

10200 NORTH LOOP EAST
HOUSTON, TX 77029

BUYBOARD	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	281-07	Date Prepared:	9/11/2008

This Form must be prepared by Contractor and given to End User. The BUYBOARD administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to BUYBOARD @800-211-5454. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 2	Contractor:	RUSH TRUCK CENTERS OF TEXAS L.P.
Contact Person:	AGAPITO VARGAS	Prepared By:	BOB LAKE
Phone:	956-787-1891	Phone:	713-495-6314/800-580-7383
Fax:	956-787-4683	Fax:	800-574-6208
Email:		Email:	laker@rush-enterprises.com

Product Code:	268	Description:	2007 268 HINO WITH 5-6 YD DUMP BODY

A. Product Item Base Unit Price Per Contractor's BUYBOARD Contract: $ 49,750.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5-6 YD DUP BODY	$ 7,094.00		
AIR CONDITIONING	INCL		
ALLISON AUTOMATIC	$ 3,553.00		
EXHAUST BRAKE	INCL		
POWER WINDOWS	$ 387.00		
GRIUND LEVEL TARP	$ 900.00		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 11,934.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SHORTEN WHEEL BASE	$ 900.00	Subtotal From Additional Sheet(s):	
		Subtotal C:	$ 900.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	$ 0.01

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	$ -

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					$ 62,584.00
Quantity Ordered: 1	X	Subtotal of A + B + C + D: 62584	=	Subtotal E:	$ 62,584.00
F. BUYBOARD Fee Calculation (From Current Fee Tables)				Subtotal F:	$ 400.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
2007 DISCOUNT	-6264.36			Subtotal G:	$ (6,264.36)
Delivery Date:	180 ETA			**H. Total Purchase Price (E+F+G):**	$ 56,719.64

Vendor Contract Information

Proposal Documents

Back

Vendor: Rush Truck Centers of Texas LP (GMC)
Address: 10200 North Loop East
Houston, TX 77029
Phone: (800) 580-7383
Contact: Bob Lake
Email: laker@rush-enterprises.com
Website: www.rush-enterprises.com
Federal ID: 74-2913063
Accepts RFQs: Yes
Contract: Vehicles #281-07
Effective Date: 10/1/2007
Expiration Date: 9/30/2010
Payment Terms: Net 30 days
Delivery Days: 180
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
281-07
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: None
Additional Information: Purchase order fee of $400 will apply & be collected by dealer.
Return Policy: None

[Log Out]

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AI-11250 **20.C.4.**

Requesting approval of Change Order 4 & 5 from Sanchez United Contracting for South Tower Park Project

CC REGULAR

Date: 09/23/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting approval of Change Order No. 4 (additional 40 days) in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document;
B. Requesting approval of Change Order No. 5 (additional 43 days) in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

POT# 605197 has $117,830.00 available as of 9/18/08.

Attachments

Link: Change Order #4
Link: Change Order #5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 05:39 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 07:39 AM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 01:16 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/17/2008 04:20 PM

Final Approval Date: 09/19/2008

CHANGE ORDER NUMBER FOUR (4)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: August 28, 2008 **EFFECTIVE DATE:** August 28, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-9200-ML

CONTRACTOR: UNITED CONTRACTOR
Rt. 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDING 40 DAYS

Reason for Change Order:

1. ADDITIONAL 40 DAYS FOR EXTRA WORK REQUESTED AND BAD WEATHER

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 223,399.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 6,936.50		Net change from previous Change Orders	20 calendar days
Contract Price prior to this Change Order $ 230,336.00		Contract Time prior to this Change Order Substantial Completion:	95 calendar days or dates
Net increase (decrease) of this Change Order $ 0.00		Net increase (decrease) of this Change Order	40 calendar days
Contract Price with all approved Change Orders $ 230,336.00	Net % increase (decrease) from original contract price. 3.10 %	Contract Time with all approved Change Orders Completion:	135 calendar days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

CHANGE ORDER No 4 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
SOUTH TOWER PARK PROJECT
BID NUMBER:5007-92-0306-5000-9200-ML

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Change Order No.2 Quantities	Change Order No. 3 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1	Change in Contract Cost of C.O.No.2	Revised Contract Cost after C.O.No.2	Change in Contract Cost of C.O.No.3	Revised Contract Cost after C.O.No.3	Change in Contract Cost of C.O.No.4	Revised Contract Cost after C.O.No.4
						STORM SEWER, SANITARY SEWER AND WATER										
1	1,115.00	1,503.00	1,503.00	1,503.00	LF	Trench Excavation Protection	$ 2.00	$ 2,230.00	776.00	3,006.00	0.00	3,006.00	0.00	3,006.00	0.00	3,006.00
2	157.50	157.50	157.50	157.50	SY	Concrete Riprap (CL B)(4")	$ 14.00	$ 2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00
3	64.00	64.00	64.00	64.00	LF	RCP (CL III) (18") (Rubber Gasket)	$ 27.00	$ 1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00
4	51.00	51.00	51.00	51.00	LF	RCP (CL III) (30") (Rubber Gasket)	$ 44.00	$ 2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00
5	388.00	388.00	388.00	388.00	LF	RCP (CL III) (42") (Rubber Gasket)	$ 70.00	$ 27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00
6	640.00	640.00	640.00	640.00	LF	RCP (CL III) (48") (Rubber Gasket)	$ 80.25	$ 51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00
7	4.00	4.00	4.00	4.00	EA	Inlet (Ty CC)	$ 2,400.00	$ 9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00
8	2.00	2.00	2.00	2.00	EA	Manhole (Ty M)	$ 1,900.00	$ 3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00
9	1,115.00	1,115.00	1,115.00	1,115.00	LF	8" PVC SDR 26	$ 11.50	$ 12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50
10	4.00	4.00	5.00	5.00	EA	4-Ft Dia. Fiberglass Manhole	$ 1,700.00	$ 6,800.00	0.00	6,800.00	1,700.00	8,500.00	0.00	8,500.00	0.00	8,500.00
11	2.00	2.00	2.00	2.00	EA	6" Cleanout	$ 280.00	$ 560.00	0.00	560.00	0.00	560.00	0.00	560.00	0.00	560.00
12	1.00	1.00	0.00	0.00	EA	8" Cleanout	$ 325.00	$ 325.00	0.00	325.00	(325.00)	0.00	0.00	0.00	0.00	0.00
13	940.00	940.00	940.00	940.00	LF	8" PVC C-900 DR 18	$ 10.00	$ 9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00
14	162.00	162.00	162.00	162.00	LF	6" PVC C-900 DR 18	$ 7.50	$ 1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00
15	781.00	781.00	781.00	781.00	LF	2" PVC C-900 DR 18	$ 3.50	$ 2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50
16	36.00	36.00	36.00	36.00	LF	15" PVC CASING (SDR-26)	$ 27.00	$ 972.00	0.00	972.00	0.00	972.00	0.00	972.00	0.00	972.00
17	45.00	45.00	45.00	45.00	LF	10" PVC CASING (SDR-26)	$ 14.00	$ 630.00	0.00	630.00	0.00	630.00	0.00	630.00	0.00	630.00
18	44.00	44.00	44.00	44.00	LF	4" PVC CASING (SDR-26)	$ 4.00	$ 176.00	0.00	176.00	0.00	176.00	0.00	176.00	0.00	176.00
19	1.00	1.00	1.00	1.00	EA	Flush Valve	$ 660.00	$ 660.00	0.00	660.00	0.00	660.00	0.00	660.00	0.00	660.00
20	2.00	2.00	2.00	2.00	EA	8" x 2" Reducer Tee	$ 225.00	$ 450.00	0.00	450.00	0.00	450.00	0.00	450.00	0.00	450.00
21	4.00	4.00	4.00	4.00	EA	8" x 6" Reducer Tee	$ 285.00	$ 1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00
22	1.00	1.00	1.00	1.00	EA	10" x 6" Reducer Tee	$ 460.00	$ 460.00	0.00	460.00	0.00	460.00	0.00	460.00	0.00	460.00
23	2.00	2.00	2.00	2.00	EA	2" (45 Degree) Elbow	$ 60.00	$ 120.00	0.00	120.00	0.00	120.00	0.00	120.00	0.00	120.00
24	2.00	2.00	2.00	2.00	EA	8" (45 Degree) Elbow	$ 55.00	$ 110.00	0.00	110.00	0.00	110.00	0.00	110.00	0.00	110.00
25	4.00	4.00	4.00	4.00	EA	8" (11.25 Degree) Elbow	$ 65.00	$ 260.00	0.00	260.00	0.00	260.00	0.00	260.00	0.00	260.00
26	1.00	1.00	1.00	1.00	EA	2" Valve Box	$ 350.00	$ 350.00	0.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00
27	1.00	1.00	1.00	1.00	EA	8" M J Gate Valve & Box	$ 870.00	$ 870.00	0.00	870.00	0.00	870.00	0.00	870.00	0.00	870.00
28	3.00	3.00	3.00	3.00	EA	Fire Hydrant Assembly w/6" Gate & Valve Box	$ 2,950.00	$ 8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00
29	1.00	1.00	1.00	1.00	EA	Single Water Service Connection	$ 650.00	$ 650.00	0.00	650.00	0.00	650.00	0.00	650.00	0.00	650.00
30	206.00	206.00	206.00	206.00	LF	Temp Sediment Control Fence	$ 4.00	$ 824.00	0.00	824.00	0.00	824.00	0.00	824.00	0.00	824.00
31	84.00	84.00	84.00	84.00	SY	Construction Exits (Install)	$ 14.50	$ 1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00
32	84.00	84.00	84.00	84.00	SY	Construction Exits (Remove)	$ 10.00	$ 840.00	0.00	840.00	0.00	840.00	0.00	840.00	0.00	840.00
33	6,781.00	6,781.00	6,781.00	6,781.00	LF	Concrete Curb (6")	$ 5.00	$ 33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00
34	3,760.00	3,760.00	3,760.00	3,760.00	LF	Concrete Curb & Gutter	$ 7.00	$ 26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00
35	631.00	631.00	200.00	200.00	LF	Valley Gutter (4-Ft)	$ 16.50	$ 10,411.50	0.00	10,411.50	(7,012.50)	3,399.00	0.00	3,399.00	0.00	3,399.00
36	0.00	388.00	388.00	388.00	LF	Lowering 42" R C P (CL III) Rubber Gasket	$ 8.50	$ -	3,298.00	3,298.00	0.00	3,298.00	0.00	3,298.00	0.00	3,298.00
37	0.00	3.00	3.00	3.00	EA	Lowering of Inlet C7, C9, and C10	$ 1,200.00	$ -	3,600.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00
38	0.00	0.00	1.00	1.00	LS	Placing deep manhole and casing for Sanitary Sewer	$ 2,800.00	$ -	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	0.00	2,800.00
39	0.00	0.00	0.00	1.00	LS	Install 8" MJ Valve and Box w/megalocks	$ 1,150.00						1,150.00	1,150.00	0.00	1,150.00
40	0.00	0.00	0.00	1.00	EA	Install 8" MJ Sleeve w/megalocks	$ 350.00						350.00	350.00	0.00	350.00
41	0.00	0.00	0.00	1.00	FA	Pressure test 8" PVC line	$ 600.00						600.00	600.00	0.00	600.00
							Total :	$ 223,390.50	$ 7,674.00	$ 231,073.50	$ (2,837.50)	$ 228,236.00	$ 2,100.00	$ 230,336.00	$ -	$ 230,336.00

CHANGE ORDER NUMBER FIVE (5)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: September 17, 2008 **EFFECTIVE DATE:** September 17, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-9200-ML

CONTRACTOR: UNITED CONTRACTOR
Rt. 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDING 43 DAYS

Reason for Change Order:

1. ADDITIONAL 43 DAYS REQUESTED BY CONTRACTOR BECAUSE FLEXIBLE BASE IS NOT READY TO SET CURB AND GUTTER AND BAD WEATHER (HIDALGO COUNTY PRECINCT No.2 WILL BE SETTING FLEXIBLE BASE)

Attachments:

Change in Contract Price:	**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 223,399.50	Original Contract Time for Substantial Completion: 75 calendar days or dates
Net Changes from previous Change Order $ 6,936.50	Net change from previous Change Orders 60 calendar days
Contract Price prior to this Change Order $ 230,336.00	Contract Time prior to this Change Order Substantial Completion: 135 calendar days or dates
Net increase (decrease) of this Change Order $ 0.00	Net increase (decrease) of this Change Order 43 calendar days
Contract Price with all approved Change Orders $ 230,336.00 — Net % increase (decrease) from original contract price: 3.10 %	Contract Time with all approved Change Orders Completion: 178 calendar days or dates

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

CHANGE ORDER No 5 TABULATION
HIDALGO COUNTY PRECINCT NO 2
SOUTH TOWER PARK PROJECT
BID NUMBER 5007-92-0306-5000-9200-ML

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Change Order No.2 Quantities	Change Order No. 3 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1	Change in Contract Cost of C.O.No.2	Revised Contract Cost after C.O.No.2	Change in Contract Cost of C.O.No.3	Revised Contract Cost after C.O.No.3	Change in Contract Cost of C.O.No.4	Revised Contract Cost after C.O.No.4	Change in Contract Cost of C.O.No.5	Revised Contract Cost after C.O.No.5
						STORM SEWER, SANITARY SEWER AND WATER												
1	1,115.00	1,503.00	1,503.00	1,503.00	LF	Trench Excavation Protection	$ 2.00	$ 2,230.00	776.00	3,006.00	0.00	3,006.00	0.00	3,006.00	0.00	3,006.00	0.00	3,006.00
2	157.50	157.50	157.50	157.50	SY	Concrete Riprap (CL B)(4")	$ 14.00	$ 2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00
3	64.00	64.00	64.00	64.00	LF	RCP (CL III) (18") (Rubber Gasket)	$ 27.00	$ 1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00
4	51.00	51.00	51.00	51.00	LF	RCP (CL III) (30") (Rubber Gasket)	$ 44.00	$ 2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00
5	388.00	388.00	388.00	388.00	LF	RCP (CL III) (42") (Rubber Gasket)	$ 70.00	$ 27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00
6	640.00	640.00	640.00	640.00	LF	RCP (CL III) (48") (Rubber Gasket)	$ 80.23	$ 51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00
7	4.00	4.00	4.00	4.00	EA	Inlet (Ty CC)	$ 2,400.00	$ 9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00
8	2.00	2.00	2.00	2.00	EA	Manhole (Ty M)	$ 1,900.00	$ 3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00
9	1,115.00	1,115.00	1,115.00	1,115.00	LF	8" PVC SDR 26	$ 11.50	$ 12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50
10	4.00	4.00	5.00	5.00	EA	4-Ft Dia. Fiberglass Manhole	$ 1,700.00	$ 6,800.00	0.00	6,800.00	1,700.00	8,500.00	0.00	8,500.00	0.00	8,500.00	0.00	8,500.00
11	2.00	2.00	2.00	2.00	EA	6" Cleanout	$ 280.00	$ 560.00	0.00	560.00	0.00	560.00	0.00	560.00	0.00	560.00	0.00	560.00
12	1.00	1.00	0.00	0.00	EA	6" Cleanout	$ 325.00	$ 325.00	0.00	325.00	(325.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	940.00	940.00	940.00	940.00	LF	6" PVC C-900 DR 18	$ 10.00	$ 9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00
14	162.00	162.00	162.00	162.00	LF	6" PVC C-900 DR 18	$ 7.50	$ 1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00
15	781.00	781.00	781.00	781.00	LF	2" PVC C-900 DR 18	$ 3.50	$ 2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50
16	36.00	36.00	36.00	36.00	LF	16" PVC CASING (SDR-26)	$ 27.00	$ 972.00	0.00	972.00	0.00	972.00	0.00	972.00	0.00	972.00	0.00	972.00
17	45.00	45.00	45.00	45.00	LF	10" PVC CASING (SDR-26)	$ 14.00	$ 630.00	0.00	630.00	0.00	630.00	0.00	630.00	0.00	630.00	0.00	630.00
18	44.00	44.00	44.00	44.00	LF	4" PVC CASING (SDR-26)	$ 4.00	$ 176.00	0.00	176.00	0.00	176.00	0.00	176.00	0.00	176.00	0.00	176.00
19	1.00	1.00	1.00	1.00	EA	Flush Valve	$ 660.00	$ 660.00	0.00	660.00	0.00	660.00	0.00	660.00	0.00	660.00	0.00	660.00
20	2.00	2.00	2.00	2.00	EA	8" x 2" Reducer Tee	$ 225.00	$ 450.00	0.00	450.00	0.00	450.00	0.00	450.00	0.00	450.00	0.00	450.00
21	4.00	4.00	4.00	4.00	EA	8" x 6" Reducer Tee	$ 285.00	$ 1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00
22	1.00	1.00	1.00	1.00	EA	10" x 8" Reducer Tee	$ 460.00	$ 460.00	0.00	460.00	0.00	460.00	0.00	460.00	0.00	460.00	0.00	460.00
23	2.00	2.00	2.00	2.00	EA	2" (45 Degree) Elbow	$ 60.00	$ 120.00	0.00	120.00	0.00	120.00	0.00	120.00	0.00	120.00	0.00	120.00
24	2.00	2.00	2.00	2.00	EA	8" (45 Degree) Elbow	$ 55.00	$ 110.00	0.00	110.00	0.00	110.00	0.00	110.00	0.00	110.00	0.00	110.00
25	4.00	4.00	4.00	4.00	EA	8" (11.25 Degree) Elbow	$ 65.00	$ 260.00	0.00	260.00	0.00	260.00	0.00	260.00	0.00	260.00	0.00	260.00
26	1.00	1.00	1.00	1.00	EA	2" Valve Box	$ 350.00	$ 350.00	0.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00
27	1.00	1.00	1.00	1.00	EA	6" M.J. Gate Valve & Box	$ 870.00	$ 870.00	0.00	870.00	0.00	870.00	0.00	870.00	0.00	870.00	0.00	870.00
28	3.00	3.00	3.00	3.00	EA	Fire Hydrant Assembly w/6" Gate & Valve Box	$ 2,950.00	$ 8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00
29	1.00	1.00	1.00	1.00	EA	Single Water Service Connection	$ 650.00	$ 650.00	0.00	650.00	0.00	650.00	0.00	650.00	0.00	650.00	0.00	650.00
30	208.00	208.00	208.00	208.00	LF	Temp Sediment Control Fence	$ 4.00	$ 824.00	0.00	824.00	0.00	824.00	0.00	824.00	0.00	824.00	0.00	824.00
31	84.00	84.00	84.00	84.00	SY	Construction Exits (Install)	$ 14.50	$ 1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00
32	84.00	84.00	84.00	84.00	SY	Construction Exits (Remove)	$ 10.00	$ 840.00	0.00	840.00	0.00	840.00	0.00	840.00	0.00	840.00	0.00	840.00
33	6,781.00	6,781.00	6,781.00	6,781.00	LF	Concrete Curb (6")	$ 5.00	$ 33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00
34	3,760.00	3,760.00	3,760.00	3,760.00	LF	Concrete Curb & Gutter	$ 7.00	$ 26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00
35	631.00	631.00	208.00	208.00	LF	Valley Gutter (4-FT)	$ 16.50	$ 10,411.50	0.00	10,411.50	(7,012.50)	3,399.00	0.00	3,399.00	0.00	3,399.00	0.00	3,399.00
36	0.00	388.00	388.00	388.00	LF	Lowering 42" R.C.P. (CL III) Rubber Gasket	$ 8.50	$ -	3,298.00	3,298.00	0.00	3,298.00	0.00	3,298.00	0.00	3,298.00	0.00	3,298.00
37	0.00	3.00	3.00	3.00	EA	Lowering of Inlet C7, C8, and C10	$ 1,200.00	$ -	3,600.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00
38	0.00	0.00	1.00	1.00	LS	Placing deep manhole and casing for Sanitary Sewer	$ 2,800.00	$ -	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	0.00	2,800.00	0.00	2,800.00
39	0.00	0.00	0.00	1.00	LS	Install 8" MJ Valve and Box w/megalocks	$ 1,150.00						1,150.00	1,150.00	0.00	1,150.00	0.00	1,150.00
40	0.00	0.00	0.00	1.00	EA	Install 8" MJ Sleeve w/megalocks	$ 350.00						350.00	350.00	0.00	350.00	0.00	350.00
41	0.00	0.00	0.00	1.00	EA	Pressure test 8" PVC line	$ 600.00						600.00	600.00	0.00	600.00	0.00	600.00
						Total :		$ 223,399.50	$ 7,674.00	$ 231,073.50	$ (2,837.50)	$ 228,236.00	$ 2,100.00	$ 230,336.00	$ -	$ 230,336.00	$ -	$ 230,336.00

AI-11236 **20.C.5.**

Request for Payment Invoice 2531 from R. Gutierrez
CC REGULAR

Date: 09/23/2008
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. 2531 in the amount of $6,234.84 (South Tower Park Construction Staking) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 603743 has $8,000.00 available as of 9/18/08.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 05:23 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 07:37 AM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 08:34 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/17/2008 03:05 PM

Final Approval Date: 09/19/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: *2531(Revised)*
Friday, June 13, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032g South Tower Park Construction Staking

Project Manager: Luis Nava
Professional Services for the Period: 05/01/2008 to 05/31/2008

Billing Group: 01 *Phased Fixed Fee*

Construction Management & Staking

Contract #: *C-07-358-09-04 (WA#7)(PO#603743)*

Billing Fee: $6,234.84

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
May 2008	6,234.84	100.00	100.00	6,234.84	0.00	6,234.84

Total Phases: ***$6,234.84***

Phase Billing Totals: ***$6,234.84***

603743
8-1212-452-00-122-008-0-739
Req. #132564

Billing Group Subtotal: 6,234.84

Project Totals:

****** Total Project Invoice Amount:*** ***$6,234.84***

Ramiro Gutierrez
President

INVOICE RECEIVED BY: _____ ON 7/28/08
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 7/28/08

South Tower Park
Construction Staking Hourly Charges

May 2008

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	0.0	$ 282.92	1.0000	$ -	$ -
Project Manager	3.5	$ 202.09	1.0000	$ 707.32	$ 778.05
Senior Engineer	0.0	$ 145.50	1.0000	$ -	$ -
Engineer/RPLS	0.0	$ 113.17	1.0000	$ -	$ -
Graduate Engineer	0.0	$ 97.00	1.0000	$ -	$ -
Senior Engineering Tec	12.5	$ 84.08	1.0000	$ 1,051.00	$ 1,156.10
CADD-Design Technicia	11.0	$ 67.26	1.0000	$ 739.86	$ 813.85
Clerical	0.0	$ 61.44	1.0000	$ -	$ -
Survey Crew (3-man)	23.0	$ 137.82	1.0000	$ 3,169.86	$ 3,486.85
		$ -	1.0000	$ -	$ -
		$ -	1.0000	$ -	$ -
		$ -	1.0000	$ -	$ -
		$ -	1.0000	$ -	$ -
				Total Due for the Month	**$ 6,234.84**

R. Gutierrez Engineering Corporation

July 28, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: South Tower Park Construction Staking – Invoice
ENG07.032g

Dear Commissioner Palacios:

I am submitting a revised invoice for the construction administration and staking for the above referenced project. This project is billed based on the hourly rates listed on Exhibit D of Work Authorization #7. I am providing a breakdown of the hours worked by position/title for the month of May 2008.

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 — Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: South Tower Park Const. Stkg
PROJECT NO.: ENG07.032g
DATE: July 28, 2008

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	06/13/2008	Invoice No. 2531 (Revised) w/ backup
1	07/28/2008	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
Yeli Cisneros
JUL 28 08
Hidalgo Co
PRECINCT ...

RECEIVED
JUL 28 2008

Copy Distribution: file

Received by: Yolanda Cisneros

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-11267 **20.C.6.**

Requesting approval to execute agreement with RabaKistner for Construction Material Testing Services

CC REGULAR

Date: 09/23/2008
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 and approval to execute a Construction Material Testing Services contract with Raba-Kistner Consultants, Inc. for, "Road and Bridge Projects" for Precinct No. 2 (on an as needed basis) as approved for negotiations on CC 07/22/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $2,550.00 as of 9/18/08.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:44 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:53 PM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 04:44 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/17/2008 04:56 PM

Final Approval Date: 09/19/2008

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-08-315-09-23

THIS AGREEMENT is made effective the **23rd** day of **September,** 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 2** and **RABA-KISTNER CONSULTANTS, INC.**, a Texas corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Road and Bridge projects;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within County Precinct No. 2

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate on September 23 2009 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County to do so and a "work authorization" is issued.

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3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at

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the same rate of pay established in Exhibit “C,” "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

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agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within

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established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort

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Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate on December 31, 2009.

17. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County 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.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.

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This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. 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.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Agapito Vargas
301 E State Street
Pharr, Texas 78577

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If to Laboratory: Raba-Kistner Consultants, Inc.
Attn: Mr. Martin Vila, P.E., F.A.S.C.E., Sr Vice President
800 E Hackberry
McAllen, Texas 78501

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.

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

26. Binding Agreement. 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.

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

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

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

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EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Raba-Kistner Consultants, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court 09/23/2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

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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 Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

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Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical Laboratory services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Precinct #2 Road and Bridge Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

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C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

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Exhibit "C"

Laboratory Rate

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ASPHALTIC CONCRETE

REFERENCE	FIELD SERVICES		
ASTM D 75	Sampling Raw Materials of Composite Mix		
	Technician Time	QT00	$ 41.60/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature		
	Technician Time	Q401	$ 49.50/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination		
	Technician Time	Q401	$ 49.50/hr
ASTM D 2950	Nuclear Density Test with Inspection	QOR5	$ 14.00/ea.
	Nuclear Density Test	Q0M0	$ 17.75/ea
	Coring (See Coring Fee Schedule)		

REFERENCE	LABORATORY SERVICES		
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	UBMH	$ 239.50/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	$ 122.75/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens		
	Hveem or Marshall	UBW3	$ 53.75/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	UBJ0	$ 53.75/set
	a) Molded Specimen	UBW3	$ 53.75/set
	b) Asphalt Core (Technician Time)	Q411	$ 41.60/hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test		
	Hveem or Marshall (Hand Compactor)	UB6L	$ 56.25/set
	Hveem (Gyro Compactor)	UB6Q	$ 72.00/set
Asphalt Institute /ea	Corp of Engineers or FAA	QWZW	$ 1,843 .00
Manual and /ea	TxDOT Quality Control/Qualiy Assurance	QWZX	$ 1,843.00
TxDOT; /ea	TxDOT CMHB	UKV0	$ 2,619.00
Mix Designs /ea	TxDOT Calibration Mix and pans	WC1N	$ 308.00
	TxDOT Black Base Design, Item 345	WC1P	$ 1,380.00
/ea			
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	$ 49.00/ea
TxDOT, TEX-203-F;	Sand Equivalent Test	UPL0	$ 76.00/ea

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ASTM D 2419			
AASHTO TP 33	Fine Aggregate Angularity	WCNC	$ 47.50/ea
ASTM D 4791-95	Flat and Elongate Particle	UB6B	$ 47.50/ea
TxDOT, TEX-201-F; 7ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	UB5B	$ 40.50/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	UBAB	$ 58.50/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)		
	Preparation Time	U002	$ 46.00/hr
	a) Magnesium - 5 Cycle	UB3S	$ 466.00/ea
	b) Sodium - 5 Cycle	UB3T	$ 415.00/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)		
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	UQR0	$ 180.00/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 /ea AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity And Sieve Analysis) (Does Not Include TSR)	VREA	$ 5,694.00
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	UBSO	$ 98.25/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)		
	with Freeze/Thaw	VRE0	$ 494.00/ea
	without Freeze/Thaw	VRD0	$ 386.00/ea
TxDOT, TEX-208-F 134.00/set	Molding and Hveem	UB62	$
ASTM D 1559 126.00/set	Molding and Marshall	UB63	$

CEMENT TREATED BASE

REFERENCE	FIELD SERVICES		
PCA	Sampling Raw Materials for Mix Verification		
	Technician Time	QT00	$ 41.60/hr
	Sampling Contractor Processed Material		
	Technician Time	QT00	$ 41.60/hr

REFERENCE	LABORATORY SERVICES		
PCA	Molding Controlled Processed Material	VST5	$ 66.25/ea
	Unconfined Compressive Strength Testing	VSGR	$ 30.50/ea
	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)	VS90	$ 567.00/set
	Mix Design		

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PCA 1,127.00/ea. TxDOT, TEX-120-E	Mix Design – Cement Treated Base	VSRR	$	

CHEMICAL ADMIXTURE

REFERENCE	LABORATORY SERVICES			
ASTM C 494 34.00/ea	Residue on Oven Drying	UK1V	$	
ASTM C 494 17.00/ea	pH	UK0W	$	
ASTM C 494 18.00/ea	Specific Gravity by Hydrometer	UK58	$	
ASTM C 403 112.00/ea	Setting Time by Hydraulic Penetrometer	UKNY	$	
ASTM C 494	Admixture Certification Program	UKFE	Upon Request	
ASTM C 260	Admixture Certification Program	UKFE	Upon Request	

CONCRETE

REFERENCE	FIELD SERVICES			
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day			
	Technician Time	QT00	$	41.60/hr
	Pick-Up of Test Specimens	Q055	$	41.60/hr
	Standby Time	Q600	$	41.60/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	QFXE	$	13.00/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	QNL0	$	23.75/ea
	c) "Hold " Cylinder (Additional Charge)	QGP0	$ 8.75/ea	
	d) "Strip" Cylinder (Additional Charge)	QGY0	$ 11.25/ea	
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	QFXG	$	15.50/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	QFXG	$	15.50/ea
	g) Dry Density - Concrete Cylinder	QGMH	$	43.25/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	QMXC	$	37.75/ea
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	QBT0	$	24.25/ea
ASTM C 173	b) Volumetric	QB40	$	32.00/ea
AASHTO T 199 15.00/ea	c) Chase	QBE0	$	
ASTM C 138	Unit Weight	QX00	$	27.50/ea

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ASTM C 143	Additional Slump Test	QGWA	$	19.25/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time	Q422	$	49.50/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens - Technician Time	Q422	$	49.50/hr

REFERENCE LABORATORY SERVICES

ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confimatory Cylinders (Physical Properties Not Included)	VUR0	$	290.50/ea
ACI 211.1 (303.R)	Architectural Mix Design	VAR0	$	450.00/ea
ACI 211.2	Lightweight Structural Mix Design	VLR0	$	425.00/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	$	375.00/ea
ASTM C 1202	Chloride Ion Permeability	QAOA	$	253.00/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	$	26.00/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	$	44.00/ea
ASTM C 666	Freeze-Thaw Test	VGLV	$	337.00/test
ASTM C 469	Determination of Young's Modulus of Elasticity	VGJB	$	80.00
ASTM C 803	Windsor Probe (Includes Surface Preparation)	VGLW	$	82.00/hr
ASTM C 805	Schmidt Rebound Number	VGLX	$	82.25/hr

CONCRETE AGGREGATES

REFERENCE FIELD SERVICES

ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	QT00	$	41.60/hr

REFERENCE LABORATORY SERVICES

ASTM C 566	Moisture Content	UQV0	$	8.75/ea
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine) a) Loose	UH9N	$	34.75/ea
	b) Rodded	UH9N	$	34.75/ea

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ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	$	40.50/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	UBMI	$ 56.25/test	
	Absorption			
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	$	24.25/ea
	b) Lightweight Aggregate (Coarse)	UHAP	$	24.25/ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample	UH4J	$	43.25/ea
	b) Fine, Per Sample	UH4K	$	49.00/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UHI7	$	47.75/ea

CONCRETE AGGREGATES (Continued)

ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	$	180.00/ea
ASTM C88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test) Preparation Time	U002	$ 46.00/hr	
	a) Magnesium – 5 Cycle	UB3S	$ 466.00/ea	
	b) Sodium – 5 Cycle	UB3T	$ 415.00/ea	
ASTM C 117; ASTM C 29; ASTM C 127 ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A;	Physical Properties of Aggregates – Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Seive Analysis and Moisture Content (per Aggregate Type and Size)			
	Conducted in Conjunction with Concrete Mix Design	VGR3	$ 138.00/ea	
	Conducted Separate from Concrete Mix Design	VG03	$ 180.00/ea	
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	$	36.75/ea

REFERENCE LABORATORY SERVICES

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	$	76.00/ea
ASTM C 142	Clay Lumps and Friable Particles	UHG0	$	54.00/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	$	54.00/ea
TxDOT, TEX 612-J	Acid Insoluble Residue	UHB0	$ 164.00/ea	

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CORING

REFERENCE	FIELD SERVICES		
ASTM C 42; ACI 318	Technician Time and Equipment		
	a) One Man	Q412	$ 49.50/hr
	b) Two Men	Q413	$ 88.50/hr
	c) Reinforcing Steel Detector	QK0N	$ 31.50/day
	d) Coring Rig	QKJY	$ 95.75/day
	e) Generator	QK0Z	$ 81.00/day
	Bit Wear		
	a) Limestone Aggregate	QD0L	$ 3.90/in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	$ 4.45/in.-in.

CORING (Continued)

REFERENCE	LABORATORY SERVICES		
ASTM C 42	Sawed Ends for Compressive Strength Tests		
	a) Limestone Aggregate	UL20	$ 1.05/sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	$ 20.25/ea
	Report Photographs		Cost +15%
	Laboratory Air-Dried Unit Weight	QXAF	$ 14.50/ea

PRECAST CONCRETE PLANT OBSERVATION

REFERENCE	FIELD SERVICES			
PCI MNL-117	Plant Observation – To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer			$ 134.75/hr
	Technician Time	Q423		$ 53.00/hr
	Cylinders	QFXE	$	13.00/ea
	Job-Site Erection Observation – Technician Time	Q423		$ 53.00/ea

SOILS

REFERENCE	FIELD SERVICES		
ASTM D 75	Sampling Subgrade, Fill or Base		
	Technician Time	QT00	$ 41.60/hr
	In-Place Moisture-Density Tests		
	Technician Time	QT00	$ 41.60/hr
ASTM D 2922	Nuclear Density	Q0M0	$ 17.75/ea

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ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	$	67.50/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)			
	Technician Time (Hourly Rate)	QT00	$	41.60/hr
	Proof Rolling Observation	QT04	$	41.60/hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	$	14.00/ea

SOILS (Continued)

REFERENCE	LABORATORY SERVICES			
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	$	8.75/ea
	Atterberg Limits			
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	VRBG	$	70.75/ea
	Shrinkage Limit in Conjunction with Atterberg Limits			
ASTM D 427	a) Volumetric	WK2T	$	98.00/ea
	b) Linear (TxDOT, TEX-107-E)	WK2T	$	98.00/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis			
	a) Washed Through No. 40 (Up to 5 Sieves)	WKR5	$	47.75/ea
	b) Washed Through No. 200 (Up to 4 Sieves)	WKR4	$	79.75/ea
	c) Additional Sieves	WKRB	$	11.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	$	47.75/ea
	Moisture-Density Relationship			
	Preparation Time	U001	$	44.50/hr
ASTM D 698; ASTM D 1557	ASTM	VRSF	$	194.75/ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	$	194.75/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	$	230.50/ea
MIL STD CE 55A	Corps of Engineers	VRSQ	$	230.50/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	$	180.00/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	VRF1	$	761.50/set
	Each Additional Specimen	VRFD	$	175.50/ea
TxDOT, TEX-117-E	TxDOT Triaxial - Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens Part 1	VR62	$	1266.00/set
	Relationship and Up to Six Test Specimens Part 2	VR63	$ 1162.00/set	
	Each Additional Specimen	VR6D	$	142.00/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	$	79.75/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	WKRQ	$ 263.00/ea	

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ASTM D 2166	Unit Weight	QX00	$	27.50/ea
TxDOT, TEX-116-E	Wet Ball Mill	WK60	$	199.25/ea
TxDOT, TEX-107-E	Shrinkage Limit	WK2T	$	98.00/ea

SOILS (Continued)

Water Content and Visual Classification	W050	$	12.50/ea
Unconfined Compression (includes unit dry weight)			
a) Soil Shelby Tube Specimens	VP7L	$	41.50/ea
b) Rock Core Specimens	VN7L	$	45.00/ea
(1) Sawed Specimen Ends	UL21	$	10.25/ea
Triaxial Compression			
a) Unconsolidated-Undrained	WK16	$	76.00/ea
b) Unconsolidated-Undrained, Multistage	WF46	$	263.00/ea
Direct Shear			
a) Unconsolidated-Undrained	WK16	$	209.00/ea
b) Consolidated-Drained (Sand)	WIIE	$	442.00/ea
Consolidated (Not Including Specific Gravity)	WKH0	$	544.00/ea
Swell Test			
a) Pressure Method	WL0Y	$	285.00/ea
b) Free Swell	WL0M	$	150.00/ea

CONSULTANTS AND COORDINATION

Principal Engineer	$167.50 to 280.00/hr.
Managing Engineer	$107.00 to 184.00/hr.
Laboratory Manager	$ 67.50 to 130.00/hr.
Staff Engineer (E.I.T.)	$84.00/hr to 150.00/hr.
Construction Services Manager	$67.50 to 130.00/hr.
Project Management/Coordination Time	$ 42.50 to 98.00/hr.
Outside Professional Services	Cost +15%
Additional Insured	$195.00/ea
Secretarial	$ 42.50 to 73.00/hr.
Word Processing	$ 42.50/hr.
Report Preparation and Administration	$ 42.50 to 73.00/hr.

ZONE CHART

Zone 0	$6.25/trip
Zone 1	$15.00/trip
Zone 2	$20.00/trip
Zone 3	$30.00/trip
Zone 4	$40.00/trip
Zone 5	$.95 per mile

DRAFT

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO.___

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, _____ professional Laboratorys of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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 **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-___ _ _-_ _ _-_ _-___ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of 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**.

DRAFT

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE LABORATORY:
Raba-Kistner Consultants, Inc.

_____
By: _____
Type Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

DRAFT

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2007** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

DRAFT

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:
Raba-Kistner Consultants, Inc,.

BY:_____

Address for Giving Notices:
800 E Hackberry
McAllen, Texas 78501

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

DRAFT

EXHIBIT "F"

Certificate of Insurance

DRAFT

AI-11257 **20.D.1.**

FMV-APPRAISAL SVCS-EYHORN PROPERTY
CC REGULAR

Date: 09/23/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for appraisal services;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraiser in connection with professional appraisal services (obtaining a fair market value appraisal) as required in connection with the Eyhorn Property located in Precinct No 3;

1st._____; 2nd._____; 3rd._____;
C. Authorizing the Purchasing Dept. to negotiate a fee for a fair maket value appraisal for the Eyhorn property with the number one (1) ranked firm and approve a purchase order for same.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
Funds available.

Attachments

Link: SCORING GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:47 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:53 PM	APRV
3	Erika Reyna	Erika Reyna	09/19/2008 08:43 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Laura Moya Started On: 09/17/2008 04:28 PM

Final Approval Date: 09/19/2008

Agenda Item 11257

HIDALGO COUNTY Precinct No 3

FOR

APPRAISAL SERVICES

GRID

Engineer Firms

	Leonel Garza Jr. & Associates	Executive Appraisals	Professional Appraisal Services
Evaluator No 1	**98**	**82**	**90**
Total Scores			
RANKING by Commissioner's Court			

AI-11270 **20.E.1.**

Laptops Rental
CC REGULAR

Date: 09/23/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Elections

Information

CAPTION

Requesting authority to enter into a (2) months rental agreement for (35) laptops for the Elections Department with "SmartSource Computer & AV Rentals" in the amount of $212.00/ea. & damage waiver for $222.60, round trip shipping/freight charges of $275.00 total amount of $7,917.60 requisition #139577 Effective: 09/23/08 thru 11/23/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-414-00-130-001-0-442
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 139577 in the amount of $7,917.60 as of 09/19/08

Funds available in account as of 09/19/08 $28,517.38

Attachments

Link: Rental Laptops
Link: rental agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:59 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 04:03 PM	APRV
3	Veronica Lopez	Veronica Lopez	09/19/2008 07:55 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Matilde Faz Started On: 09/17/2008 05:09 PM

Final Approval Date: 09/19/2008

Requisition

Req # 00139577

PO #

Date: 09/16/08

Regular
11270
9/23/08

Bill To: x
x

Vendor : 357952
SMARTSOURCE COMPUTER & AV RENTALS
265 OSER AVENUE
HAUPPAUGE NY 11788

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRY TRUJILLO
956-318-2470

Contract No:

Special Instructions:
REQ # 151

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
35	EACH	RENTAL OF 35 LAPTOPS FOR 2 MONTHS BEGINNING 09-23-08 THRU NOVEMBER 23-08 35 PM NC120 1.73GHZ 1 GB CDRW/DVD WL 10/100 INCLUDES WIN XP, EXTERNAL MOUSE AND CASE NOTEBOOKS MUST HAVE MINIMMIUM 4 USB PORTS 2 PM NC6120 1.73GHZ 1GB CDRW/DVD WL 10/100 FREE SPARES @ NO CHARGE	212.00	7,420.00
1	EACH	SHIPPING/ FREIGHT CHARGE ROUND TRIP SHIPPING	275.00	275.00
1	EACH	DAMAGE WAIVER	222.60	222.60
		Account No	Encumbrance	
		8-1100-414-00-130-001-0-442	7,917.60	
			Freight	.00
			Total	7,917.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Rental Quote

SmartSource
COMPUTER & AUDIO VISUAL RENTALS

Req# 139577

4611 LANGLAND # 101
DALLAS, TX 75244-3954
Ph: (972)960-9888
Fax: (972)960-9891

Bill To:
Hidalgo County
Mike Ramirez
101 S. 10th Avenue
Edinburg, TX 78539
Phone:956-292-7702
Fax:
EMail:elections@co.hidalgo.tx.us

Ship To:
Hidalgo County
Mike Ramirez
101 S. 10th Avenue
Edinburg, TX 78539
Phone:
Fax:
EMail:

Quote: 44479
Date Needed: 09/23/2008 - Tue, SHIP
Return: 11/23/2008 - Sun, SHIP
Terms: Net 30
Quote Date: **September 12, 2008**

Rental period begins 9/23/2008 **Rental Period:** 2 Month **Minimum Periods:** 1 **Operating System:**

Qty	Description	Unit Price	Total
35	PM NC6120 1.73GHz 1GB CDRW/DVD WL 10/100	212.00	7,420.00
35	Includes Win XP, External Mouse and Case	0.00	0.00
1	Notebooks must have minimum 4 USB ports	0.00	0.00
2	PM NC6120 1.73GHz 1GB CDRW/DVD WL 10/100 FREE SPARES	0.00	0.00
	Above pricing is per month for a minimum 2 month period		
1	Shipping/Freight Charge Round Trip Shipping	275.00	275.00
	Damage Waiver	222.60	222.60
		Subtotal:	7,917.60
		Tax:	0.00
		Total:	$7,917.60

Ask about our "No Excuses - Guaranteed" policy.

DAMAGE WAIVER: Product Damage waiver will be included at 3% of the rental rate unless, by initialing here _____, you agree to assume all risk of such damage.

Comments: Pricing is per month for a minimum 2 month period.

Accepted By _____ **Date** _____

Information contained herein is proprietary and confidential to SmartSource Rentals.

ATTN: Mati 139577

RECEIVED SEP 16 2008 By CDLC 4:33PM

RENTEX
Computer & Audio Visual Rentals

Headquarters:
110 Shawmut Road
Canton, MA 02021

P (800) 545.2313
F (617) 482.9415
www.rentex.com

RENTAL QUOTE

Quote Number: RQ21342
Document Date: 04/23/08
Page: 1

Sell
To: HIDALGO COUNTY TEXAS
101 10TH AVENUE
EDINBURG, TX 78541

Ship
To: HIDALGO COUNTY TEXAS
MIKE RAMIREZ
1100 E. BUSINESS 83
SUITE: 158
PHARR, TX 78577

Customer ID HIDA4
Ship Via UPS Ground Service
Terms Net 30 Days

Exp. Date 07/22/08
Salesperson Shiva Rampersad-shiva@rentex.com

Items Rented

Item / Description	Quantity	Rental Term	From / Thru	Unit Price	Total Price
1935 IBM Z61t CORE DUO 1.83GHz 14" WIDE SCREEN	35 Each	Indef.	09/22/08	175.00 per Month	6,125.00
2456 MS WINDOWS XP PROFESSIONAL	35 Each	Indef.	09/22/08	0.00 per Month	0.00
2502 MS OFFICE XP PROFESSIONAL	35 Each	Indef.	09/22/08	0.00 per Month	0.00
2440 USB OPTICAL MOUSE	35 Each	Indef.	09/22/08	0.00 per Month	0.00

Items Sold

Item / Description	Quantity	Sale Date	Unit Price	Total Price
SHIP-RENT Shipping-Rentals (Round Trip)	1 Each	04/25/08	295.00	295.00

SHIPPING 9/22/08 FOR ARRIVAL ON 9/25/08
RETURN SHIPPING LABELS INCLUDED WITH SHIPMENT

only has 3 USB ports
But we need 4

1- swipe
1- printer
1- barcode
1- sprint PCS card

NOTE: Extended prices for indefinite rental terms have been calculated for 1 billing period only.

Total: 6,420.00

Rentacomputer.com
RENTAL PROPOSAL

Your Technology Travel Agent
Darcy Mann
Office: 800-736-8772 Ext. 242
Fax: 800-440-1662
After Hours Cell: 513-571-4344
dmann@rentacomputer.com
www.rentacomputer.com

Quote Date: 9/12/2008

Quote #: 1576609

Company Information

ompany: Hidalgo County
ame: Mike Ramirez
ddress:
,
hone: 956-292-7702
ax:
mail: elections@co.hidalgo.tx.us

Delivery Information

Company: Hidalgo County
Contact Name:
Address:
Edinburg, TX
Contact Phone:
Alt. Contact/Phone:
Notes:

ayment/Rental Information

ental Period: Monthly
Delivery Date: 9/22/2008 Time TBA
Pickup Date: OPEN
ay Method: ☑ Credit Card ☐ Net Terms ☐ Prepay Check
FRP Points: 78

Quan.	Equipment Description	Unit Price	Total
35	Intel Pentium 4 2-3Ghz Notebook 1GB Ram / 40gb Hard Drive / (4) USB Ports CD-DVD Drive / 10/100 Ethernet / 802.11g Wireless Card Windows XP Pro SP2 / MS Office 2003 / IE 7.0 / Anti-Virus Internal Battery / AC Power Supply Carrying Case / External Mouse w/ Mouse Pad - Monthly Pricing Billed Monthly, Final Month Pro-Rated Daily	$225.00	$7,875.00
		Sub Total:	$7,875.00
		Delivery & Pickup:	$325.00
		Tax (0%):	$.00
		Total (USD):	$8,200.00

hank you for your request for quotation! Please review the onfiguration and pricing for accuracy. To confirm your order, lease sign below and return the proposal by email to entals@rentacomputer.com or by fax to 800-440-1662. All entals subject to Terms and Conditions attached.

100% cancellation fee for all orders refused at delivery/cancelled same day. 50% cancellation fee for orders cancelled within 24-48 hours of scheduled delivery date. 15% cancellation fee may apply if order is cancelled after reservations. (Shipped orders – refer to date shipped as delivery date.)

Acceptance Signature

ignature: _____

rinted Name: _____

ate: _____

Billing Information

Type: MasterCard Visa Amer Ex.
Name on Card: _____
Address: _____
Card #: _____
V-Code: _____
Exp. Date: _____

is more - 4 USD

Rental Agreement

SmartSource
COMPUTER & AUDIO VISUAL RENTALS

4611 LANGLAND # 101
DALLAS, TX 75244-3954
Phone: (972) 960-9888
Fax: (972) 960-9891
24 Hour Service: (214) 529-2799

106442

Bill To:
Hidalgo County
Mike Ramirez
101 S. 10th Avenue
Edinburg, TX 78539
Phone: 956-292-7702
Fax:
elections@co.hidalgo.tx.us

Ship To:
Hidalgo County
Mike Ramirez
101 S. 10th Avenue
Edinburg, TX 78539
Phone:
Fax:

Workorder: 106442
P. O. Number:
Terms: Net 30
Date Needed: 09/23/2008 - Tue
Delivery Time: SHIP
Return Date: 11/23/2008 - Sun
Return Time: SHIP

Rental Date: 9/23/2008 **Rental Period:** 1 Month **Minimum Periods:** 2 **Operating System:** N/A

Rental period begins 9/23/2008. Equipment must be re-rented or returned by 11/23/2008 SHIP

Qty	Description	Unit Price	Total
35	PM NC6120 1.73GHz 1GB CDRW/DVD WL 10/100	212.00	7,420.00
35	Includes Win XP, External Mouse and Case	0.00	0.00
1	Notebooks must have minimum 4 USB ports	0.00	0.00
2	PM NC6120 1.73GHz 1GB CDRW/DVD WL 10/100 FREE SPARES	0.00	0.00
	Above pricing is per month for a minimum 2 month period	0.00	0.00
1	Shipping/Freight Charge Round Trip Shipping	275.00	275.00
	Damage Waiver	222.60	222.60
		Subtotal:	7,917.60
		Tax:	0.00
		Total:	$7,917.60

Ask about our "No Excuses - Guaranteed" policy.

DAMAGE WAIVER: Product Damage waiver will be included at 3% of the rental rate unless, by initialing here _____, you agree to assume all risk of such damage.

Comments: Pricing is per month for a minimum 2 month period.

Greg Weiler
Lessor: SmartSource Computer & Audio Visual Rentals

Hidalgo County
Lessee:

X _____ **(Print Name)**

X **By** _____ **Title** _____

X _____ **Received By:**

Lessee: **(I have read and so accept all provisions above and on the attached Terms and Conditions, including the cancellation policy.)**

CC# _____ **Exp.** _____ **Chk #** _____

Delivered By: _____ _____ **a.m / p.m.**

Returned By: _____ **a.m / p.m.**

SmartSource
COMPUTER & AUDIO VISUAL RENTALS

Terms and Conditions

1. **TERM:** The rental shall commence on the day we deliver the property to you and shall continue until the property is returned, complete and in good working order, to our location.

2. **TITLE:** You acknowledge that the property rented by you belongs to us and that you cannot sell, pledge, mortgage, or otherwise dispose of the property unless you exercise your Purchase Option and we have been paid in full for all payments due to us. To protect our rights to the property, you give us full authority to file any financing statement that we may deem appropriate.

3. **LOCATION:** Except for notebooks and display projectors, the property shall be kept at the Equipment Location you have provided us and may not be moved or relocated without our prior written permission.

4. **USAGE:** You may use our property, but you may not abuse it. In particular, you must provide a suitable location, including appropriate electrical power, for our property and comply with the manufacturer's operating instructions.

If any software is supplied with the property, you agree to be bound by all applicable licenses and copyright laws and, with regard to Microsoft products, you further acknowledge that use of the Microsoft software accompanying our product is governed by Microsoft's End User License Agreement attached hereto.

5. **MAINTENANCE, MALFUNCTIONS, AND DAMAGES:** During the term of the rental, we are responsible for the maintenance of our property resulting from normal usage. If the property malfunctions or is damaged in any way, you must notify us immediately and we will, at our discretion, repair or replace the defective property in a timely manner.

Unless you have accepted our **Damage Waiver Coverage**, you will be responsible for the costs resulting from damage to our property including service and repair charges. **Damage Waiver Coverage** does not extend to misuse or intentional abuse and is subject to a deductible of $250 for laptops, $1,000 for copiers and projectors, and $2,500 for kiosks, plasmas, and large (30" or more) LCD panels.

6. **INSURANCE:** You are required to keep our property insured against loss by fire, theft, and other risks included in the standard form of "all risk" insurance naming us as "additional insured" and "loss payee." In the event of such a loss, you agree to promptly reimburse us for the replacement cost of such property and claims for all losses and injuries caused by such property.

7. **CREDIT APPROVAL:** We are not obliged to deliver the property unless and until your credit is approved by us.

8. **NO WARRANTIES:** OTHER THAN PROVIDING YOU WITH OUR PROPERTY IN GOOD WORKING ORDER, NEITHER WE NOR ANY ASSIGNEE OF OURS MAKE ANY OTHER WARRANTIES WHATSOEVER. YOU ACKNOWLEDGE THAT BOTH THE PROPERTY AND THE MANUFACTURER OF SAID PROPERTY ARE ACCEPTABLE TO YOU. YOU FURTHER ACKNOWLEDGE THAT WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY AND FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.

YOU ACKNOWLEDGE THAT NO DEFECT OR UNFITNESS OF THE PROPERTY SHALL RELIEVE YOU OF YOUR OBLIGATION TO MAKE THE RENTAL PAYMENTS OR ANY OTHER OBLIGATIONS YOU MAY HAVE TO US UNDER THE TERMS OF THIS AGREEMENT. We shall not be liable to you for any loss, damage, or expense of any kind or nature that may result from the rental of our property unless it is a result of our negligence, in which case our total liability shall be limited to the rental charges for that piece of property.

9. **PAYMENT:** All payments, including applicable taxes and/or shipping and delivery charges, are due at the beginning of the initial rental term and on the first day of each subsequent rental period. All other payments are due when billed.

10. **LATE CHARGES:** If any payments have not been made within 30 days of the due date, we may impose a late charge equal to the lesser of 1-1/2% per month or the maximum rate permitted by law. We may also consider you to be in default.

11. **RENEWALS AND RATE CHANGES:** The rental will automatically be renewed for successive rental periods following the initial rental term. However, we reserve the right to adjust our rate provided we have given you written notice of such changes at least ten business days in advance.

12. **TERMINATION:** Prior to the conclusion of the initial rental term or any subsequent extensions, you may terminate the rental by our receiving at least five business days advance notice in writing or by telephone.

13. **CANCELLATION, EARLY TERMINATION, AND LATE RETURN CHARGES:** Unless we receive written notice of cancellation at least ten business days prior to the commencement of the initial rental term, you are responsible for a cancellation fee, representing damages and costs incurred in our reserving the property for you, equal to the greater of 25% of the initial rental term charge or $150.

For multi-month terms, if the rental is terminated prior to the conclusion of the initial rental term, you will be responsible for any additional charges in accordance with our rates for such a shorter term.

Beyond the initial rental term or any extensions thereof, the rental charges will be prorated accordingly. If, however, the pickup of the property has been rescheduled for our convenience, you will not be responsible for any additional rental charges resulting from such rescheduling.

14. **DEPOSIT:** Following the return and our inspection, within five business days, of our property, provided our property is complete and in good working order and all outstanding charges have been paid, we will return your security deposit (without interest) within ten business days.

15. **PURCHASE OPTION:** At the conclusion of the initial rental term or any subsequent extensions, you may purchase our property for its fair market value provided all rental payments have been made and we have received at least ten business days advance notice in writing or by telephone.

16. **DEFAULT:** We may terminate the rental if:

a) you fail to honor your obligations under this agreement; or
b) you file for creditor protection under Federal or State laws; or
c) you discontinue your regular operations for five or more business days.

Under any of these circumstances, you will remain liable for the return of our property, complete and in good working order, all outstanding payments, and any payments due for the balance of the initial rental term or its extension. Furthermore, you will be responsible for collection and/or attorney fees and expenses equal to the greater of 20% of the amounts due us or $1,000.

17. **GENERAL PROVISIONS:**

a) This contract is the entire agreement between you and us and cannot be changed except in writing and signed by both of us.
b) The laws of the State of Oregon shall govern this Agreement between you and us.
c) Although you do not have the right to assign this Agreement, we do. If we exercise this right, we may direct you to make all future payments to another party at their address.
d) You hereby waive trial by jury in any action or proceeding pertaining to this Rental Agreement.
e) Paragraph headings are for convenience only.

© Oct. 2007 SmartSource Computer & Audio Visual Rentals All rights reserved.

AI-11204 **20.F.1.**

Change Order No 1 Chapa 3 - Pct 1
CC REGULAR

Date: 09/23/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 1 (increase) in the amount of $2,314.00 submitted by IOC Company, L.L.C. contracted vendor for Chapa 3 Subd. for material and work adjustments and recommended by project engineer TEDSI Infrastructure Group Consulting Engineers C-CAP-07-015-02-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1XX1-431-00-121-XXX-X-733 & 734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1201-431-00-121-005-0-734 "Pct. 1 P/U Rd-Sudivision Streets" - Amount available for P.O.#603546 $16,263.22 as of 9-18-08 for IOC Company, LLC.

8-1311-431-00-121-150-1-733 "Chapa III-Drainage Ditches" - Amount available for PO #603546 $4,879.49 as of 9-18-08 for IOC Company, LLC

8-1311-431-00-121-150-1-734 "Chapa III-Subdivision Streets"- Amount available for PO #603546 $13,887.79 as of 9-18-08 for IOC Company, LLC

Total open PO amount for all accts is $35,030.50 as of 9-18-08. Funding for Change Order increase #1 is pending approval of AI 11,185 CC 9-23-08, line item transfer consent agenda.

Attachments

Link: Change Order No 1
Chapa 3 Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	09/18/2008 11:52 AM	APRV
2	Purchasing Department	Marty Salazar	09/18/2008 03:01 PM	APRV
3	Budget & Management	Veronica Lopez	09/18/2008 03:31 PM	APRV

4	Ivan Cantu	Ivan Cantu	09/18/2008 03:57 PM	APRV
5	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Marcie Jackson Started On: 09/17/2008 10:11 AM

Final Approval Date: 09/19/2008

CHANGE ORDER #1

PROJECT: "ROAD & DRAINAGE CONSTRUCTION OF CHAPA #3 SUBDIVISION"

DATE OF ISSUANCE: 09.16.2008 **EFFECTIVE DATE:**

OWNER: HIDALGO COUNTY PRECINCT No. 1
OWNER's Contract No.: CAP-07-015-02-20-LRM

CONTRACTOR: IOC COMPANY LLC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Added quantities for Item 530 and Item 556.
2.
3.
4.
5.
6.

Reason for Change Order:
1. Hidalgo County Precinct #1 requested Contractor to install two additional driveways.
2.
3.
4.
5.
6.

Attachments: Change Order No 1 Tabulation

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 35,030.50		Original Contract Time for Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 35,030.50		Contract Time prior to this Change Order Substantial Completion:	120 calendar days or dates
Net Increase (decrease) of this Change Order $ 2,314.00		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 37,344.50	Net % increase (decrease) from original contract price. 6.61 %	Contract Time with all approved Change Orders Substantial Completion:	120 calendar days or dates

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 09.16.2008	Date:	Date: 09/17/08

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 1
CHAPA #3 SUBDIVISION
BID NUMBER: CAP-07-015-02-20-LRM

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	(905) ROADWAY								
100	3.05		STA	Preparing ROW	$ 450.00		$ 1,372.50	0.00	1,372.50
134	3.05		STA	Backfill (TY B)	$ 400.00		$ 1,220.00	0.00	1,220.00
247	158		CY	FL BS (Rdwy Del)(TyD, GR6, CL4)	$ 40.00		$ 6,320.00	0.00	6,320.00
310	169		GAL	ASPH Material (MC-30)	$ 3.00		$ 507.00	0.00	507.00
340	70		TON	ASPH Concrete (TY D)	$ 125.00		$ 8,750.00	0.00	8,750.00
500	1		LS	Mobilization	$ 3,000.00		$ 3,000.00	0.00	3,000.00
502	1		MO	Barricades, Signs and Traffic Handling	$ 1,500.00		$ 1,500.00	0.00	1,500.00
530	144		SY	Turnout (ASPH-CONC-PAV)(PBS-2)	$ 23.00		$ 3,312.00	0.00	3,312.00
2500	949		SY	EN-1 Treat. Flexbase (DC)(6")	$ 5.00		$ 4,745.00	0.00	4,745.00
2500	5		GAL	EN-1 Roadbond (Flexbase)	$ 120.00		$ 600.00	0.00	600.00
5249	20		LF	Temporary Sediment Control Fence	$ 5.00		$ 100.00	0.00	100.00
5249	20		LF	Temporary Sediment Control Fence (REMOVE)	$ 3.00		$ 60.00	0.00	60.00
				Total Roadway :			**$ 31,486.50**	**$ -**	**$ 31,486.50**
	(906) DRAINAGE								
530	73	50	SY	Driveways (ASPH-CONC-PAV)(PB-1)	$ 28.00	$ 32.68	$ 2,044.00	1,634.00	3,678.00
556	60		LF	15" Corrugated ADS Pipe	$ 25.00		$ 1,500.00	0.00	1,500.00
556		40	LF	15" ADS Corrugated Pipe(LABOR ONLY)		$ 17.00		680.00	680.00
				Total Drainage :			**$ 3,544.00**	**$ 2,314.00**	**$ 5,858.00**
				TOTAL BASE AMOUNTS:			**$ 35,030.50**	**$ 2,314.00**	**$ 37,344.50**

AI-11252 **20.F.2.**

BCAP PRECINCT NO 1

CC REGULAR

Date: 09/23/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration and approval of final negotiated contract (approved as to form by legal counsel and concurred by TXDOT) for Construction Material Testing with Millennium Engineers for BCAP Precinct No 1 Mel Gray Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-897-1-339

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

BUDGETARY IMPACT:

Available Balance as of 9-18-08 $8,881.81.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:24 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:34 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/18/2008 04:07 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Laura Moya Started On: 09/17/2008 04:25 PM

Final Approval Date: 09/19/2008

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

**C-CAP-08-026- - **

THIS AGREEMENT is made effective the _____day of _____, 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.**, a Texas corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program projects for Mel Grey Subdivision a Colonia Access Program project;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. Laboratory agrees to provide to County with the work described in Exhibit "B" attached hereto and entitled "Services to be Performed by Laboratory." The County will provide to Laboratory the services described in Exhibit "A", "Services to be Performed by the County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate upon completion of work unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until full execution of agreement.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount of this agreement unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at

the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of this agreement, the County shall review the executed agreement with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the

Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate upon completion of project.

17. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County 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.

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

21. Venue. 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.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Millennium Engineers Group, Inc. Attention: Raul Palma (P.E.) 705 Dawson Drive P.O. Box 4569 Edinburg, Texas 78540-4569

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.

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

25. Binding Agreement. 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.

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

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

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____ 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Supplemental Agreement Form
EXHIBIT E	-Certificates of Insurance

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 Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical Laboratory services, construction materials testing services, construction observation services and environmental services for the Hidalgo County - Precinct #1 Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "C"

Laboratory Rate

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time	$40.00/hr
Atterberg Limits (ASTM or TxDOT)	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Percent Passing No. 200 Sieve	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor)	175.00/ea
ASTM D 1557 (Modified Proctor)	185.00/ea
Tex 113-E (TxDOT Proctor)	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method – (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small)	8.00/ea
Moisture Content of Aggregates and Base(Large)	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E)	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea

Extraction of Bituminous Mixture, Percent Asphalt & Gradation	225.00/ea
Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea)	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density)	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve	42.00

Concrete Section

Material Preparation Time	$43.00/hr
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A	18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A)	20.00/ea
Volumetric (414-A)	35.00/ea
Casting of Concrete Cylinders (In conjunction with Inspection)	10.00/ea
Concrete Cylinder Compressive Strength Test	16.00/ea
Strip & Hold Cylinder (In conjunction with pickup)	10.00/ea
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (Delivered to Lab)	30.00/ea
Strip & Hold Beam (In conjunction with pickup)	10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen	25.00/ea
Thickness of Cores	15.00/ea
Coring Rig	75.00/day
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material PreparationTime	$43.00/hr
Grout Prism (Compression)	20.00
Mortar Prism (Compression)	20.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet	$18.00/LF
In Soil, 50 – 100 feet	20.50/LF
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley)	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley)	3.50/mile

Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger	0.60/mile
Standby Time, Rig plus 2 man crew	200.00/hr Monitor
Well Installation	By Quote
Technician To Log Soil Test Boring	48.00/hr
Field Coordination	
Field Engineer	115.00/hr
Utility Clearance	65.00/hr
Flagman	40.00/hr
Per Diem (If required)	Cost + 15%
Unconfined Compression	40.00/ea Moisture
Content (Small)	8.00/ea Grout Backfill
	4.00/LF
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring	100.00/ea
Concrete/Asphalt Patch	75.00/ea

Technician Services

Engineering Technician Time (Min. 2 Hrs) Soil and Aggregate Sampling, Density Testing, Etc.	$40.00/hr
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs) Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	43.00/hr
Senior Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Construction Inspection Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Engineering Specialist Time (Min. 2 Hrs) Pier Inspection, Pile Load Inspections, etc.	65.00/hr
Certified Welding Inspector (Min. 4 Hrs)	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX)	$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office)	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports	30.00/ea
Clerical/Administrative	40.00/hr
Fax	1.00/page
Photocopies	
8 ½" x 11"	0.12/page
8 ½" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer..... $125.00/hr

Project Management and Coordination of Services Provided
Applied to each invoice of net services provided..... $65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT "D"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2007** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:
Millennium Engineers Group, Inc.

BY:_____

Address for Giving Notices:
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "E"

Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2008

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Esler Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

INSURED Millennium Engineers Group
PO Box 4569
Edinburg, TX 78540

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: Lloyd's of London	
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 occurance)	$
		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 Professional Liability Claims Made Form	W15IDN07PNPM	12/12/2007	12/12/2008	Per Claim Limit	$1,000,000
						Aggregate Limit	$1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 South 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Timothy Esler/JEAN

©ACORD CORPORATION 1988

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2008

PRODUCER
Sergio Rodriguez Insurance Agency
932-A W Nolana
Pharr, TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Millennium Engineers Group, Inc.
705 Dawson Dr.
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA	
INSURER B: Farmers Insurance Group	
INSURER C: Hartford Insurance Company	
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	B 2066374566	11/22/2007	11/22/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each Occ.) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	069384508	07/22/2008	07/22/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$300,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA OTHER THAN AUTO ONLY: EA AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under: SPECIAL PROVISIONS BELOW	72-WEC GY1 880	10/16/2007	10/16/2008	[X] WC Statutory Limits [ ] Other E.L. EACH ACCIDENT E.L. DISEASE - EA E.L. DISEASE - POLICY	 $100,000 $100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:
-Engineering Firm
-List of Scheduled Vehicles (Includes last six digits of VIN.): 1998 Chevrolet 218452, 1993 Toyota 116157, 2000 Nissan 421054 & 1999 Chevrolet Truck 164683

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL INSURE 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
Sergio Rodriguez

ACORD CORPORATION 1988

AI-11254 **20.F.3.**

SOQ - BCAP PRECINCT NO 1 ENG SVCS
CC REGULAR

Date: 09/23/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.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 BCAP Round III Projects;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No. 1, BCAP Round III Projects;

1st._____; 2nd._____; 3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Construction Material Testing Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 1 BCAP Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** fund 1312 dept. 121 round III projects
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

All Round III Colonias for BCAP Pct. 1. For funding availability, please refer to attached expenditure report as of 9-18-08.

Attachments

Link: Grid

Link: Expense Report
BCAP Pct. 1 Round III

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:23 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:34 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/18/2008 04:15 PM	APRV

4	Auditor's Office	09/19/2008 05:14 PM	NEW
Form Started By: Laura Moya		Started On: 09/17/2008 04:27 PM	
Final Approval Date: 09/19/2008			

Agenda Item 11254

HIDALGO COUNTY BCAP Round III

FOR

Precinct No 1

GRID

Engineer Firms

	TEDSI Infrastructure	Gilbert J Guerra Eng dba Rio Delta Engineering	Javier Hinojosa Engineering
Evaluator No 1	**95**	**80**	**85**
Total Scores	**95**	**80**	**85**
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							
8-1312-431-00-121-063-0-312	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**
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**
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**
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**
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
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**

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							
8-1312-431-00-121-220-1-312	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**
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**
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**
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
387		**.00**	**209,980.86**	**.00**	**.00**	**209,980.86**	**.00**
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**

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							
8-1312-431-00-121-687-0-312	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**
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**
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**
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
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**
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**
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	

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							
8-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV						.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**
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**
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**3,626,414.97**	**.00**	**.00**	**3,626,414.97**	**.00**
8 YEAR		**.00**	**3,626,414.97**	**.00**	**.00**	**3,626,414.97**	**.00**

AI-11180 **20.G.1.**

Application for Payment No 1(final) Casa De Los Vecinos
CC REGULAR

Date: 09/23/2008
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. 1(final) in the amount of $213,742.80 from The 5125 Company contracted vendor for Casa De Los Vecinos Subdivision Drainage Improvements submitted by Javier Hinojosa Engineering/Consulting Engineers. C-CAP-08-009-05-13-LRM

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-141-0-733
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 604912

Attachments

Link: 001 Application for Payment No 1(final) Casa De Los Vecinos

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	09/17/2008 09:36 AM	APRV
2	Purchasing Department	Marty Salazar	09/17/2008 02:34 PM	APRV
3	Budget & Management	Veronica Lopez	09/17/2008 02:46 PM	APRV
4	Erika Reyna	Erika Reyna	09/18/2008 10:35 AM	APRV
5	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Marcie Jackson			Started On: 09/15/2008 04:49 PM	
Final Approval Date: 09/19/2008				

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

September 15, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Contract No. C-CAP-08-009-05-13-LRM
Casa De Los Vecinos Drainage Improvements

Dear Commissioner Flores,

Attached please find Payment Request No. 1 and Final for the referenced project as submitted by The 5125 Company. This invoice is for work performed through August 4, 2008. The work involved with this invoice consists of installation of all drainage improvements for the Casa De Los Vecinos Subdivision along with the outfall drainage line connecting to the County's Drainage Ditch. We recommend payment of this invoice in the amount of $213,742.80. A 10% retainage is being held within this invoice and will be billed separately. No testing is required for this Invoice. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

javhin@rgv.rr.com

APPLICATION FOR PAYMENT NO. 1

To: **Hidalgo County** (OWNER)

From: **The 5125 Company** (CONTRACTOR)

Contract: **C-CAP-08-009-05-13-LRM**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – Casa De Los Vecinos Subdivision Drainage Improvements**

OWNER'S Contract No. **C-CAP-08-009-05-13-LRM**

For Work Accomplished through the date of: **August 4, 2008**.

1. Original Contract Price:		$237,492.00
2. Net Change by Change Orders and Written Amendments (+ or -):		$ 0.00
3. Current Contract Price (1 and plus 2):		$237,492.00
4. Total complete and stored to date:		$ 237,492.00
5. Retainage (per Agreement):		
10 % of completed Work:	$23,749.20	
% of stored material:	$	
Total Retainage:		$ 23,749.20
6. Total complete and stored to date less retainage (4 minus 5):		$213,742.80
7. Less previous Application for Payments:		$ 0.00
8. DUE THIS APPLICATION (6 MINUS 7):		$213,742.80

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 8/26/08

By: Pat Espericueta, President
The 5125 Company

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 26th day of August, **2008**

Notary Public
My Commission expires: 1/7/2012

NOTARY PUBLIC STATE OF TEXAS
Tirzah Ann Rivera
My Commission Expires
01/07/2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9/15/08

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

INVOICE RECEIVED BY:
ON 9/15/08
GOODS/SERVICES RECEIVED BY:
Agapito Vargas ON 8/4/08

The 5125 Company	Contractor Name	Application No.:	1
6/19/2008	Starting Date	Application Date:	9/11/2008
	Project Ending Date	Period To:	8/4/2008
10%	Retainage Percent	Engineer Firm:	Javier Hinojosa Engineering

Summary

CSJ #	CSJ Name	Schedule Value	Work Previously Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C-1080-141	Casa De Los Vecinos Subdivision Drainage Imps.	$ 237,492.00	$ -	$ 237,492.00	$ 237,492.00	$ -	$ 23,749.20	$ 213,742.80	$ -	$ 213,742.80
		$ 237,492.00	$ -	$ 237,492.00	$ 237,492.00	$ -	$ 23,749.20	$ 213,742.80	$ -	$ 213,742.80

Prepared and Checked By:

Signature: _____

Printed Name: Javier Hinojosa, P.E.

Date: 9/15/08

BCAP Payment Request

Grand Total

The 5125 Company	Contractor Name	Application No.:	1
06/19/08	Starting Date	Application Date:	09/11/08
	Project Ending Date	Period To:	08/04/08
Casa De Los Vecinos Subdivision Drainage Imps.	Engineer's / County Project Description	Engineer's / County Project No:	2C-1080-141

					Schedule Value		Work Previously Completed		This Period		Total Completed To Date		Balance To Finish	
No.	Item Code	Description	Unit	Rate	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars
		DRAINAGE												
1	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 16.00	560.00	$ 8,960.00	0.00	$ -	560.00	$ 8,960.00	560.00	$ 8,960.00	0.00	$ -
2	530	Driveway (Concrete 3000 PSI)	SY	$ 30.00	46.00	$ 1,380.00	0.00	$ -	46.00	$ 1,380.00	46.00	$ 1,380.00	0.00	$ -
3	556	15" RCP Culvert Pipe	LF	$ 20.00	472.00	$ 9,440.00	0.00	$ -	472.00	$ 9,440.00	472.00	$ 9,440.00	0.00	$ -
4	556	18" RCP Culvert Pipe	LF	$ 22.00	1176.00	$ 25,872.00	0.00	$ -	1,176.00	$ 25,872.00	1,176.00	$ 25,872.00	0.00	$ -
5	556	24" RCP Culvert Pipe	LF	$ 28.00	1456.00	$ 40,768.00	0.00	$ -	1,456.00	$ 40,768.00	1,456.00	$ 40,768.00	0.00	$ -
6	556	30" RCP Culvert Pipe	LF	$ 40.00	464.00	$ 18,560.00	0.00	$ -	464.00	$ 18,560.00	464.00	$ 18,560.00	0.00	$ -
7	556	36" RCP Culvert Pipe	LF	$ 48.00	56.00	$ 2,688.00	0.00	$ -	56.00	$ 2,688.00	56.00	$ 2,688.00	0.00	$ -
8	556	42" RCP Culvert Pipe	LF	$ 64.00	1160.00	$ 74,240.00	0.00	$ -	1,160.00	$ 74,240.00	1,160.00	$ 74,240.00	0.00	$ -
9	556	Type"CC" Inlets	EA	$ 2,000.00	16.00	$ 32,000.00	0.00	$ -	16.00	$ 32,000.00	16.00	$ 32,000.00	0.00	$ -
10	556	5' Dia. Manhole	EA	$ 2,000.00	3.00	$ 6,000.00	0.00	$ -	3.00	$ 6,000.00	3.00	$ 6,000.00	0.00	$ -
11	556	Concrete Down Drain (Poured in Place)	EA	$ 3,500.00	1.00	$ 3,500.00	0.00	$ -	1.00	$ 3,500.00	1.00	$ 3,500.00	0.00	$ -
12	556	Patch Paving	LF	$ 15.00	400.00	$ 6,000.00	0.00	$ -	400.00	$ 6,000.00	400.00	$ 6,000.00	0.00	$ -
13	556	Silt Fencing On Inlets	EA	$ 200.00	16.00	$ 3,200.00	0.00	$ -	16.00	$ 3,200.00	16.00	$ 3,200.00	0.00	$ -
14	556	Safety End Treatments	EA	$ 1.00	4884.00	$ 4,884.00	0.00	$ -	4,884.00	$ 4,884.00	4,884.00	$ 4,884.00	0.00	$ -
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
						$ 237,492.00		$ -		$ 237,492.00		$ 237,492.00		$ -

Prepared and Checked By: Signature: _____ Date: 9/15/08

Printed Name: Javier Hinojosa, P.E.

PARTIAL/~~FINAL~~ WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County to furnish Casa de los Vecinos Subdivision Drainage Improvements in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Pct. #3 Which improvements are described as follows:

Casa de los Vecinos Subdivision Drainage Improvements

In consideration of Pay Estimate No. 1 in the amount of Two hundred thirteen thousand, seven hundred, forty-two dollars and eighty cents DOLLAR ($ 213,742.80) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

CONTRACTOR

By: President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 3 day of ~~Aug.~~ September, 2008, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Tirzah Ann Rivera
My Commission Expires
01/07/2012

My Commission Expires:

1/7/2012

THE 5125 COMPANY

DBE CERTIFIED UTILITY CONTRACTOR

1008 Doherty
Mission, TX 78572

Office: (956) 583-5125
Fax: (956) 585-1633
E-mail: pe5125@aol.com

August 22, 2008

Javier Hinojosa Engineering
Attn.: Javier Hinojosa, P.E.
416 East Dove Avenue
McAllen, TX 78504

RE: Casa de los Vecinos Subdivision Drainage Improvements
Material Suppliers

Dear Mr. Hinojosa,

The following is a list of material suppliers for the above referenced project. Please let me know if you have any questions.

1. **Rio Valley Pipe, Ltd.**
   7301 W. Expressway 83
   Mission, TX 78572
   956-584-5770

Respectfully,
Pat Espericueta
President

Serving you is our Business!!!

PARTIAL [redacted] WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HIDALGO

The undersigned contracted with THE 5125 COMPANY to furnish DRAINAGE PIPE in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by _____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No. _____ in the amount of Seventy four thousand four hundred thirty eight 64/100 — DOLLAR($ 74,438.64) 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 material men's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

SUPPLIER

Rio Valley Pipe

By: [signature] Controller
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 27th day of August, 2008, to certify which witness my hand and seal of office.

[signature]
NOTARY PUBLIC in and for the State of Texas

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-11-2011

My Commission Expires:

10-11-2011

ERNESTO SAENZ

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 1 CONTRACTOR The 5125 Company

PROJECT NO. CSJ# 2C-1080-141 COUNTY Hidalgo DATE WORK BEGAN 6/10/2008

TIME COMPUTED FROM 6/10/2008 DATE WORK COMPLETED 8/5/2008

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
June	22	18		3 of the 4 days not worked fell on Sundays, the remaining day was a Saturday
July	31	19		3 days not worked due to 4th of July weekend; 5 days due to Hurricane Dolly and the rain and flooding caused by her; 4 remaining days not worked due to rain;
August	5	3		2 days not worked were Saturday & Sunday
TOTALS	58	0	0	

NO. OF CONTRACT WORKING DAYS 58 NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ 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

AI-11181 **20.G.2.**

Change Order #1 and Application for Payment No 3 (final) North Cross Estates

CC REGULAR

Date: 09/23/2008
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

A. Presentation for consideration, discussion, acceptance and approval of Change Order No. 1 (increase) for North Cross Estates Subdivision for material and work adjusments in the amount of $2,401.90 as submitted by contracted vendor, Asa, L.L.C., dba, Asago Construciton through project engineer, Hinojosa Engineering, Inc.;
B. Presentation for consideration, discussion acceptance and approval of Application for Payment No. 3 (final) in the amount of $2,161.71 from Asago, L.L.C., dba, Asago Construction contracted vendor for North Cross Estates Subdivision submitted by project engineer Hinojosa Engineering, Inc. C-CAP-08-006-03-06

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-498-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For Pymt
For Change Order Refer to line item transfer AI 11188
8-1311-431-00-123-247-0-733 into 8-1311-431-00-123-498-1-733 in the amount of $2,401.90

Attachments

Link: Application for Payment No 3final North Cross Estates

Link: Change Order 1 Norht Cross Estates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	09/17/2008 09:44 AM	APRV
2	Purchasing Department	Marty Salazar	09/17/2008 02:44 PM	APRV
3	Budget & Management	Veronica Lopez	09/17/2008 02:46 PM	APRV

4	Erika Reyna	Erika Reyna	09/18/2008 05:10 PM	APRV
5	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Marcie Jackson

Started On: 09/15/2008 05:01 PM

Final Approval Date: 09/19/2008

APPLICATION FOR PAYMENT NO. 3

To: Hidalgo County (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: CAP-08-006-03-06 LRM
Project: North Cross Estates
OWNER's Contract No. CAP-08-006-03-06 ENGINEER's Project No. 06-245
For Work accomplished through the date of: 7/3/2008 .

1.	Original Contract Price:		$ 108,466.25
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 2,401.90
3.	Current Contract Price (1 plus 2):		$ 110,868.15
4.	Total completed and stored to date:		$ 110,868.15
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 11,086.82	
	of stored material:	$ -	
	Total Retainage:		$ 11,086.82
6.	Total completed and stored to date less retainage (4 minus 5):		$ 99,781.34
7.	Less previous Application for Payments: 6e04201		$ 97,619.63
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 2,161.70**

Accompanying Documentation: 8.1311.431.00.123.498.1.733 – #2,401.90
8.1311.431.00.123.498.1.734 – 00.00 > #2,161.70

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 9/9/08 Asago, LLC, dba Asago Construction
CONTRACTOR

By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of September, 2008

Mayela G Duque
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 9-09-08 Hinojosa Engineering Inc
ENGINEER

By: [signature]

INVOICE RECEIVED BY:
Yolie ON 9/9/08
GOODS/SERVICES RECEIVED BY:
Agapito Vargas ON 7/3/08

Engineer: Hinojosa Engineering, Inc.
Contractor: Asago Construction
Retainage Percent: 10%
Starting Date:

Summary													
Contract No.	Description	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	Payment To Date	Payment Due
CAP-08-006-03-06	North Cross	$108,466.25	$110,868.15	$47,583.50	$60,882.75	$2,401.90	$0.00	$110,868.15	$0.00	($11,086.82)	$99,781.34	$97,619.62	$2,161.71

Estimate Quantity Update Worksheet
Norht Cross Estates
Colonia Access Program Project - Precinct No.3
CAP-08-006-03-06
Contractor: Asago Construction

						RFP 1			RFP 2			RFP 3		
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)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
Roadway														
100	Preparing ROW	12.75	STA	$ 750.00	$9,562.50	12.75	12.75	$9,562.50	0	12.75	$0.00	0	12.75	$0.00
110	Excavation	1,595.00	CY	$ 7.00	$11,165.00	1595	1595	$11,165.00	0	1595	$0.00	0	1595	$0.00
247	Flex Base	882	CY	$ 5.00	$4,410.00	0	0	$0.00	882	882	$4,410.00	0	882	$0.00
251	Reworking Base Material (DC)(TY D CL2)	882	CY	$ 5.00	$4,410.00	882	882	$4,410.00	0	882	$0.00	0	882	$0.00
260	Lime Treated Subgrade	3,970	SY	$ 2.00	$7,940.00	0	0	$0.00	3970	3970	$7,940.00	0	3970	$0.00
260	Lime (Ty A or B)	49.10	TON	$ 175.00	$8,592.50	0	0	$0.00	49.1	49.1	$8,592.50	0	49.1	$0.00
262	Lime Treated Base (8")	3,970	GAL	$ 2.00	$7,940.00	0	0	$0.00	3970	3970	$7,940.00	0	3970	$0.00
262	Lime treatment	18.87	TON	$ 175.00	$3,302.25	0	0	$0.00	18.87	18.87	$3,302.25	0	18.87	$0.00
502	Barricades, Signs & Traffic Handling	1.5	MO	$ 1,000.00	$1,500.00	1	1	$1,000.00	0.5	1.5	$500.00	0	1.5	$0.00
506	Construction Exits (TY 2) (Install)	72.5	SY	$ 40.00	$2,900.00	72.5	72.5	$2,900.00	0	72.5	$0.00	0	72.5	$0.00
506	Construction Exits (TY 2) (Remove)	72.5	SY	$ 20.00	$1,450.00	0	0	$0.00	72.5	72.5	$1,450.00	0	72.5	$0.00
530	Turnouts (Asph-Conc-Pav)	72.5	LF	$ 50.00	$3,625.00	0	0	$0.00	72.5	72.5	$3,625.00	0	72.5	$0.00
644	Small Road Sign Assm (Ty A)	1	LF	$ 500.00	$500.00	0	0	$0.00	1	1	$500.00	0	1	$0.00
5249	Temp Sediment Control Fence	312	SY	$ 8.00	$2,496.00	312	312	$2,496.00	0	312	$0.00	0	312	$0.00
5249	Temp Sediment Control Fence (Remove)	312	EA	$ 4.00	$1,248.00	0	0	$0.00	312	312	$1,248.00	0	312	$0.00
Drainage														
464	RCP (CL III) (18")	54	LF	$ 25.00	$1,350.00	54	54	$1,350.00	0	54	$0.00	0	54	$0.00
464	RCP (CL III) (15")	880	LF	$ 15.00	$13,200.00	880	880	$13,200.00	0	880	$0.00	0	880	$0.00
467	Safety End Treatment	2	EA	$ 750.00	$1,500.00	2	2	$1,500.00	0	2	$0.00	0	2	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	447	SY	$ 25.00	$11,175.00	0	0	$0.00	447	447	$11,175.00	0	447	$0.00
530	Driveways (Ty PRB-1) (Concrete)	510	SY	$ 20.00	$10,200.00	0	0	$0.00	510	510	$10,200.00	0	510	$0.00
	Reworking Ditches and Culvert Pipe	-	LS	$ 2,401.90	$0.00	0	0	$0.00	0	0	$0.00	1	1	$2,401.90
				TOTAL	$108,466.25		Totals:	$47,583.50		Totals:	$60,882.75		Totals:	$2,401.90
							Roadway:	$31,533.50		Roadway:	$39,507.75		Roadway:	$0.00
							Drainage:	$16,050.00		Drainage:	$21,375.00		Drainage:	$2,401.90

Totals to Date:

Roadway:	$71,041.25
Drainage:	$39,826.90
Total:	$110,868.15

Prepared and Checked by:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 9-11-08

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

May 21, 2008

Mr. Rey Robles, P.E.
Hinojosa Enginerring
108 W. 18th St.
Mission, TX 78572

RE: Hidalgo County Precinct # 3
Drainage and Paving Improvements at North Cross

Mr. Robles

These are the costs for which Asago Construction is requesting reimbursement due to the problems with the residents.

		Rate	Hrs	
Laborers				
	Backhoe Operator	$10.83	40	$433.20
	Common Laborer	$ 7.69	40	$307.60
	Common Laborer	$ 7.69	40	$307.60
	Flagger	$ 7.40	40	$296.00
Machinery				
	Backhoe (1 week of a $1600/month rental)			$400.00
	Diesel (30 gal/day at $4.39/gal)			$658.50
Total to be Reimbursed				$2,401.90

Please take into account that we are not considering Superintendent, Overhead and Profit in the above amounts.

If you have any questions, please call me at (956) 607-0741

Best Regards,

Raul Iglesias, Manager

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

July 3rd, 2008

Mr. Reynaldo Robles, P.E.
Hinojosa Engineering
108 W. 8th St.
Mission, TX 78572

Re: **Road and Drainage Improvements at North Cross Subdivision**

Notice of Completion

Mr. Robles:

We would like to inform you that Asago Construction has achieved final completion on the above mentioned project in accordance with the Plans and Technical Specifications. Final documentation was delivered with this letter to your office. If there is anything el you need please let me know.

If you have any questions, please contact me at (956) 607-0741.

Best regards,

By: _____
Raul Iglesias, Manager

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 27, 2008

Mr. Rey Robles, P.E.
Hinojosa Enginerring
108 W. 18th St.
Mission, TX 78572

RE: Hidalgo County
Drainage and Paving Construction at North Cross Subdivision

List of Suppliers

South Tex Concrete Ready Mix	P.O. Box 1518, Edinburg, Tx 78540
Valley Caliche Products, Inc.	P.O. Box 1086, Mission, Tx 78573
Rio Valley Pipe Ltd.	7301 W. Expressway 83, Mission, Tx 78572

The above companies are the suppliers used by Asago Construction on the above mentioned project

If you have any questions, please call me at (956) 607-0741

Best Regards,

Raul Iglesias, Manager

Texas Department of Transportation

Form 312 (Rev. 2/92)
Page 1 of 1
(DSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR Asago, L.L.C., d.b.a. Asago Construction

PROJECT NO. 604201 COUNTY Hidalgo DATE WORK BEGAN 5/22/08

TIME COMPUTED FROM 5/22/08 - 5/31/08 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
May	22	1	1
	23	1	2
	24	1	3
	25	1	4
	26	1	5
	27	1	6
	28	1	7
	29	1	8
	30	1	9
	31	1	10
TOTALS		10	

NO. OF CONTRACT WORKING DAYS 45 NO. WORKING DAYS CHARGED TO DATE 10

ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY $ 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 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, 1991

Form 412 (Rev. 12-82)
Page 1 of 1
(DSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR Asago, L.L.C., d.b.a. Asago Construction

PROJECT NO. 604201 COUNTY Hidalgo DATE WORK BEGAN 5/22/08

TIME COMPUTED FROM 6/01/08 - 6/30/08 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
June	1	1	1
	2	1	2
	3	1	3
	4	1	4
	5	1	5
	6	1	6
	7	1	7
	8	1	8
	9	1	9
	10	1	10
	11	1	11
	12	1	12
	13	1	13
	14	1	14
	15	1	15
	16	1	16
	17	1	17
	18	1	18
	19	1	19
	20	1	20
	21	1	21
	22	1	22
	23	1	23
	24	1	24
	25	1	25
	26	1	26
	27	1	27
	28	1	28
	29	1	29
	30	1	30
TOTALS			30

NO. OF CONTRACT WORKING DAYS 45 NO. WORKING DAYS CHARGED TO DATE 40

ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY $ TOTAL $ 0

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTION: 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. USE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1994

Form 252 (Rev. 2/82)
Page 1 of 1
(CSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 3 CONTRACTOR Asago, L.L.C., d.b.a. Asago Construction

PROJECT NO. COUNTY Hidalgo DATE WORK BEGAN 5/22/08

TIME COMPUTED FROM 7/1/08 - 7/5/08 DATE WORK COMPLETED 7/5/08

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
July	1	1	41
	2	2	42
	3	3	43
	4	4	44
	5	5	45 Job completed
TOTALS			45

NO. OF CONTRACT WORKING DAYS 45 NO. WORKING DAYS CHARGED TO DATE 45

ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY $ 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 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, 1998

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County
to furnish Road and Drainage Improvements
in connection with certain improvements to real property located in North Cross
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Road and Drainage Improvements at North Cross Subd.

In consideration of Pay Estimate No. 3 in the amount of Two Thousand One Hundred Sixty-One . 70/100 DOLLAR ($ 2,161.70) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Asago, LLC, dba Asago Construction
CONTRACTOR

By: [signature] Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 9th day of September, 20 09, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

[signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: November 21, 2009

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County to furnish Road and Drainage Improvements in connection with certain improvements to real property located in North Cross County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Road and Drainage Improvements at North Cross Subdivision

In consideration of Pay Estimate No. 3 in the amount of Ten thousand Eight Hundred Forty-Six . 62/100 DOLLAR ($ 10,846.62) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

CONTRACTOR

By: Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 3rd day of July, 2008, to certify which witness my hand and seal of office.

ANNELIZ STOUT
Notary Public
STATE OF TEXAS
My Comm. Exp. Sep. 20, 2011

NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

CHANGE ORDER

NO. 1

PROJECT: North Cross Estates Subdivision
DATE OF ISSUANCE: 8/29/2008

OWNER: Hidalgo County Precinct No.2
ADDRESS: 301 East State Street
Pharr, Tx 78577
OWNER'S PROJECT NO.: CAP-08-006-03-06 LRM

CONTRACTOR: Asago Construction
ADDRESS: 2113 Pecos
Mission, TX 78572
ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $175,471.85
ENGINEER'S PROJECT NO.: 06-245

You are hereby directed to make the following changes in the Contract Documents.

Description: Per Precinct 3 request, installed 15" RCP was removed from driveways due to complaints from residents. Once residents concerns were addressed by County, 15" RCP was reinstalled.

Purpose: Final Quantitative Adjustments.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $108,466.25	**Original Contract Time:** 45 working days **days**
Previous Change Order No.s: 0 — $0.00	**Change from Previous Change Orders** 0 working days **days**
Contract Price prior to this Change Order $108,466.25	**Contract Time prior to this Change Order** 0 working days **days**
Net Increase of this Change Order $2,401.90	**Net Increase of this Change Order** 0 working days **days**
Contract Price with all approved Change Orders $110,868.15	**Contract Time with all approved Change Orders** 45 working days **days**

APPROVED:

Owner **Date**
Hidalgo County Judge

APPROVED:

Contractor **Date** 9/12/08
Asago Construction

RECOMMENDED:

Engineer **Date** 9-12-08
Hinojosa Engineering, Inc.

INVOICE RECEIVED BY:
ON 9/12/08
GOODS/SERVICES RECEIVED BY:
ON 8/29/08

Tabulation of Change Order No.1
North Cross Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-006-03-06-lrm
Contractor: Asago Construction

		ORIGINAL BID				CHANGE ORDER NO.1			(+)increase/
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	(-)decrease
Roadway									$0.00
100	Preparing ROW	12.75	STA	$ 750.00	$9,562.50	12.75	$ 750.00	$9,562.50	$0.00
110	Excavation	1,595.00	CY	$ 7.00	$11,165.00	1,595.00	$ 7.00	$11,165.00	$0.00
247	Flex Base	882	CY	$ 5.00	$4,410.00	882	$ 5.00	$4,410.00	$0.00
251	Reworking Base Material (DC)(TY D CL2)	882	CY	$ 5.00	$4,410.00	882	$ 5.00	$4,410.00	$0.00
260	Lime Treated Subgrade	3,970	SY	$ 2.00	$7,940.00	3,970	$ 2.00	$7,940.00	$0.00
260	Lime (Ty A or B)	49.10	TON	$ 175.00	$8,592.50	49.10	$ 175.00	$8,592.50	$0.00
262	Lime Treated Base (8")	3,970	GAL	$ 2.00	$7,940.00	3,970	$ 2.00	$7,940.00	$0.00
262	Lime treatment	18.87	TON	$ 175.00	$3,302.25	18.87	$ 175.00	$3,302.25	$0.00
502	Barricades, Signs & Traffic Handling	1.5	MO	$ 1,000.00	$1,500.00	1.5	$ 1,000.00	$1,500.00	$0.00
506	Construction Exits (TY 2) (Install)	72.5	SY	$ 40.00	$2,900.00	72.5	$ 40.00	$2,900.00	$0.00
506	Construction Exits (TY 2) (Remove)	72.5	SY	$ 20.00	$1,450.00	72.5	$ 20.00	$1,450.00	$0.00
530	Turnouts (Asph-Conc-Pav)	72.5	LF	$ 50.00	$3,625.00	72.5	$ 50.00	$3,625.00	$0.00
644	Small Road Sign Assm (Ty A)	1	LF	$ 500.00	$500.00	1	$ 500.00	$500.00	$0.00
5249	Temp Sediment Control Fence	312	SY	$ 8.00	$2,496.00	312	$ 8.00	$2,496.00	$0.00
5249	Temp Sediment Control Fence (Remove)	312	EA	$ 4.00	$1,248.00	312	$ 4.00	$1,248.00	$0.00
Drainage									$0.00
464	RCP (CL III) (18")	54	LF	$ 25.00	$1,350.00	54	$ 25.00	$1,350.00	$0.00
464	RCP (CL III) (15")	880	LF	$ 15.00	$13,200.00	880	$ 15.00	$13,200.00	$0.00
467	Safety End Treatment	2	EA	$ 750.00	$1,500.00	2	$ 750.00	$1,500.00	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	447	SY	$ 25.00	$11,175.00	447	$ 25.00	$11,175.00	$0.00
530	Driveways (Ty PRB-1) (Concrete)	510	SY	$ 20.00	$10,200.00	510	$ 20.00	$10,200.00	$0.00
	Reworking Ditches and Culvert Pipe	-	LS	$ 2,401.90	$0.00	1	$ 2,401.90	$2,401.90	$2,401.90
				TOTAL	$108,466.25		**Totals:**	$110,868.15	$2,401.90

AI-11255 **20.H.1.**

SOQ - BCAP PCT 4 ENG SVCS ROUND III
CC REGULAR

Date: 09/23/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.4

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 4 BCAP Round III Projects: Colonias in Group A;
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 the design construction of Hidalgo County Precinct No 4 BCAP Round III Projects: Colonias in Group A;

1st._____; 2nd._____; 3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Construction Material Testing Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 4 BCAP Round III Projects: Colonias in Group A;
D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 4 BCAP Round III Projects: Colonias in Group B;
E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 4 BCAP Round III Projects: Colonias in Group B;

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 Construction Material Testing Engineering Services for Hidalgo County Precinct No 4 BCAP Round III Projects: Colonias in Group B.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-431-00-124-XXX-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Border Colonia Access Program Round III.
Funding available as of 9-19-08 (Precinct# 4 Object 334 Arch. and Eng. Services - expense report attached).

Attachments

Link: Grid

Link: Pct#4 Obj 334 expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:24 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:34 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/19/2008 10:46 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Laura Moya Started On: 09/17/2008 04:28 PM

Final Approval Date: 09/19/2008

Agenda item 11255

HIDALGO COUNTY BCAP Round III

FOR

Precinct No 4

GRIDS

COLONIAS IN GROUP A

	Quintanilla, Headley & Associates	Rodriguez Engineering	R.E. Garcia
Evaluator No 1	**92**	**90**	**85**
Evaluator No 2	**93**	**85**	**83**
Total Scores	**92.5**	**87.5**	**84**
RANKING by Commissioner's Court			

COLONIAS IN GROUP B

	J.E. Saenz Engineering	R. Gutierrez Engineering	Flores Engineers
Evaluator No 1	**85**	**85**	**84**
Total Scores	**85**	**85**	**84**
RANKING by Commissioner's Court			

Colonias in Group A	Colonias in Group B
Foster Subdivision	Las Brisas
Hacienda De Los Vegas	Lakeview Subdivision
Hoehn Drive Subd	Seminary Village Subd
La Flor Estates	Trenton Terrace
La Flor Gardens	
Laborsita	
Colonia Esperanza #1	

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							
8-1312-431-00-124-274-0-334	FOSTER SUBDIVISION-ENG & ARCH SRVS	.00	12,221.88	.00	.00	12,221.88	.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
8-1312-431-00-124-329-0-334	HOEN DRIVE SUBD-ENG & ARCH SRV	.00	50,272.49	.00	.00	50,272.49	.00
8-1312-431-00-124-401-0-334	LAKEVIEW SUBDIVISION-ENG & ARCH SRV	.00	41,514.00	.00	.00	41,514.00	.00
8-1312-431-00-124-406-0-334	LAS BRISAS-ENG & ARCH SRV	.00	19,525.00	.00	.00	19,525.00	.00
8-1312-431-00-124-657-0-334	SEMINARY VILLAGE SUBD-ENG & ARCH SRV	.00	18,854.00	.00	.00	18,854.00	.00
8-1312-431-00-124-752-0-334	TRENTON TERRACE-ENG & ARCH SRV	.00	30,342.40	.00	.00	30,342.40	.00
8-1312-431-00-124-844-0-334	COL ESPERANZA #1-ENG & ARCH SRV	.00	8,383.98	.00	.00	8,383.98	.00
8-1312-431-00-124-882-0-334	LA FLOR ESTATES-ENG & ARCH SRV	.00	8,192.91	.00	.00	8,192.91	.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
8-1312-431-00-124-886-0-334	LABORSITA-ENG & ARCH SRV	.00	5,348.64	.00	.00	5,348.64	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**212,828.95**	**.00**	**.00**	**212,828.95**	**.00**
8 YEAR		**.00**	**212,828.95**	**.00**	**.00**	**212,828.95**	**.00**

AI-11227 **20.I.1.**

MOBILE X-RAY SERVICES
CC REGULAR

Date: 09/23/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for: RFB NO: 2008-321-09-03-VYG-MOBILE X-RAY SERVICES for Judge Mario E. Ramirez, Jr.-Juvenile Justice Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$32,000 available balance as of 09/19/08.

Attachments

Link: TABULATION LOG
Link: PARTICIPATION LOG
Link: VENDOR'S BID RESPONSE
Link: GRID FORM
Link: DEPT.'S APPROVAL
Link: Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2008 05:09 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 07:35 AM	APRV
3	Rey Salazar	Rey Salazar	09/19/2008 08:59 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Vangie Garcia

Started On: 09/17/2008 02:06 PM

Final Approval Date: 09/19/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER

BID OPENING DATE: SEPTEMBER 03, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "MOBILE X-RAY SERVICES"	
BID NO: 2008-321-09-03-VYG	**BUYER II: VANGIE Y. GARCIA**

BID # RFB#	NAME OF COMPANY	X-RAY	X-RAY DEVELOPMENT	X-RAY READING & REPORT TO FACILITY
#1	SOUTH TEXAS MOBILE X-RAYS WESLACO, TEXAS	$50.00	-0-	$25.00
#2	MOBILE IMAGING X-RAY	$95.00 Price is for the first x-ray, if on same trip, additional x-rays are ordered, there is a 12% discount per inmate.	-0-	$40.00
#3	CALERA, INC. DBA RIO GRANDE VALLEY MOBILE X-RAYS	$60.00	$5.00	$15.00
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: SEPTEMBER 03, 2008 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER-MOBILE X-RAY SERVICES"

BID NO.: 2008-321-09-03-VYG

NAME OF VENDOR: COMPANY/FIRM /ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE NO. & FAX NO.
1. SOUTH TEXAS MOBILE X-RAYS VIOLA LONGORIA EMAIL: violaxray@yahoo.com	EMAIL MAIL	VANGIE Y. GARCIA	08/18/08	823 QUAIL HOLLOW WESLACO, TX. 78596 956-447-9729 (F) 956-447-9733
2 MOBILE IMAGING RALPH NIETO	EMAIL MAIL	VANGIE Y. GARCIA	08/18/08	17745 U.S. EXP. 83 HARLINGEN, TX. 78596 (F) 956-440-8882 956-440-9729
3. RIO GRANDE VALLEY MOBILE X-RAY	EMAIL MAIL	VANGIE Y. GARCIA	08/18/08	1421 SIOUX ROAD ALAMO, TEXAS 78516 956-783-9779
4. CONCENTRA SAM TISHLER EMAIL: SamTishler@Concentra.com	EMAIL	VANGIE Y. GARCIA	08/19/08	6360 W. SAM HOUSTON PARKWAY NORTH, STE. 200B (713-280-0365) HOUSTON, TX. 77041
5.				
6.				
7.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

Bid for
JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
"MOBILE X-RAY SERVICES"
BID NO.: 2008-321-09-03-VYG

To: Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: SOUTH TEXAS MOBILE X-RAYS

Address: 823 NORTH QUAIL HOLLOW WESLACO, TEXAS 78596

By: DANIEL LONGORIA — Daniel Longoria

Printed Name: DANIEL LONGORIA

Title: OWNER

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
"MOBILE X-RAY SERVICES"
RFB NO: 2008-321-09-03-VYG

BID PAGE

The "Bid Page" includes adherence and compliance to all of the specifications for Judge Mario E. Ramirez, Jr.-Juvenile Justice Center. Judge Mario E. Ramirez, Jr.-Juvenile Justice Center is seeking X-ray and related services on an "**As Needed Basis**" only. X-Ray services will be requested as individual items.

X-RAY: $ 50.00

X-RAY DEVELOPMENT: $ 00.00

X-RAY READING AND REPORT TO FACILITY: $ 25.00

All backup documentation required to comply with the bid as stated herein will be attached to this offer page.

VENDOR / COMPANY NAME: SOUTH TEXAS MOBILE X-RAYS

ADDRESS: 823 NORTH QUAIL HOLLOW

CITY/STATE/ZIP CODE: WESLACO, TEXAS 78570

PHONE NUMBER: (956)447-9729

FAX NUMBER: (956)447-9733

AUTHORIZED SIGNATURE: Daniel Longoria

PRINTED NAME: DANIEL LONGORIA

TITLE: OWNER

DATE: 08-20-2008

RECEIVED
SEP 03 2008
By

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
MOBILE X-RAY SERVICES
RFB NO: 2008-321-09-03

ITEM DESCRIPTION	SOUTH TEXAS MOBILE X-RAYS	MOBILE IMAGING X-RAY	CALERA, INC. DBA RIO GRANDE VALLEY MOBILE X-RAYS
X-RAY	$50.00	$95.00 (Includes transportation fee. Plus, the first x-ray will be done at this price. If on the same trip to the facility any additional x-rays are ordered Mobile Imaging will honor a discount of 12% per inmate)	$60.00
X-RAY DEVELOPMENT	-0-	-0-	$5.00
X-RAY READING AND REPORT TO FACILITY	$25.00	$40.00	$15.00

Mr. Silva,

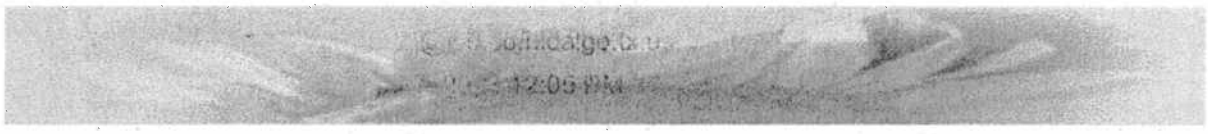
Please review the above grid with the information. Let me know what you recommend, so that I can place an agenda item for Tuesday's Court date of September 23, 2008. Thank you.

Evangelina Garcia

From: Elena Gaitan [elena.gaitan@jpd.co.hidalgo.tx.us]
Sent: Wednesday, September 17, 2008 12:05 PM
To: 'Evangelina Garcia'
Subject: RE: Grid For RFB NO: 2008-321-09-03-VYG-MOBILE X-RAY SERVICES

We are ok with South Texas Mobile x-ray

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 17, 2008 11:57 AM
To: 'Elena Gaitan'
Subject: Grid For RFB NO: 2008-321-09-03-VYG-MOBILE X-RAY SERVICES
Importance: High



Hello Elena,
Can you please give this grid to Mr. Silva. Ask him if he wants me to place an agenda item for Tuesday's Court date of September 23, 2008. According to the bids submitted and the grid, it appears that "South Texas Mobile X-Rays" from Weslaco are the best qualified bidder with the lowest amount. So, please get back to me if I should place the agenda item. Thank you.

REQUIREMENTS AGREEMENT
C-08

THIS AGREEMENT (the "Agreement") is entered into effective as of _____by and between **South Texas Mobile X-Rays,** ("Seller") and **Judge Mario E. Ramirez Jr. Juvenile Justice Center** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of – **Judge Mario E. Ramirez Jr. Juvenile Justice Center – "Mobile X-Ray Services"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") **"On An As Needed Basis"** for a period commencing **September 23, 2008** to **September 22, 2009** with **Judge Mario E. Ramirez Jr. Juvenile Justice Center**'s option to renew for an additional **two (2) one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mobile X-Ray Services"** in the areas of **Judge Mario E. Ramirez Jr. Juvenile Justice Center** projects **"On An As Needed Basis"** for a period commencing **September 23, 2008** to **September 22, 2009** with the County's option to renew for an additional **two (2)-one (1) year** terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforseen delays on subsequent contract, and it is agreed that the Products will meet the

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specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

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

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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: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Seller: **South Texas Mobile X-Rays**
Attn: Daniel Longoria
823 North Quail Hollow
Weslaco, Texas 78596

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

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as

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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).

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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.

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EXECUTED effective as of the day and year first above written.

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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EXHIBIT "A"
SPECIFICATIONS

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EXHIBIT "B"
VENDOR'S BID PRICE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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AI-11271 **20.I.2.**

ANNUAL INSPECTION-FIRE ALARM AND FIRE SPRINKLER SYSTEM
CC REGULAR

Date: 09/23/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration, documentation and ratification of proposal received and subsequent purchase order from awarded vendor "SimplexGrinnell LP" through Hidalgo County's membership/participation through "TXMAS Contract 5-03FACO10" in the amount of $6,067.32, for the annual inspection of the fire alarm and semi-annual inspection of suppression system and the fire sprinkler system (to include semi-annual and quarterly testing) for Hidalgo County Juvenile Probation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-32-330-001-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding source has been encumbered on PO#606447.

Attachments

Link: SIMPLEXGRINNELL PROPOSAL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:59 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 04:04 PM	APRV
3	Rey Salazar	Rey Salazar	09/19/2008 09:04 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Vangie Garcia — Started On: 09/17/2008 05:28 PM

Final Approval Date: 09/19/2008

SimplexGrinnell LP
1070 Arion Circle Ste. 102
San Antonio, TX 78216

Phone: (210) 402-6311
Fax: (210) 402-6195

www.simplexgrinnell.com

June 19, 2008

Hidalgo County Juvenile Probation
1001 N. Doolittle
Edinburg, Texas 78539

Mr. Ochoa,

The following proposal between SimplexGrinnell and The Hidalgo County Buildings and Grounds has been priced using the following TXMAS Contract number: TXMAS-5-03FAC010, pricing is effective February 1, 2008 through January 31, 2012. Upon annual anniversary date, a new PO will be issued for years 2-5 on an annual basis. Hidalgo County Buildings and Grounds reserve the right to cancel the agreement, after the first year, with a written 30 day notice.

The agreement includes annual inspections on fire alarm and sprinkler and semi-annual inspections for suppression systems. Tampers and flows will be tested in accordance with fire alarm NFPA 72, on a semi-annual basis and pre-action valves will be tested quarterly.

Please post the following TXMAS Contract number: **TXMAS-5-03FAC010** for reference on all correspondence to include purchase orders.

Hourly bill rates outside the contract is as follows: (TXMAS rates)

25% off list price for all parts

Fire Alarm-Conventional
straight time $89.77 per hour
overtime $134.66 per hour

Fire Alarm-Addressable
straight time $108.73 per hour
overtime $163.09 per hour

Sprinkler
straight time $94.91 per hour
overtime $142.37 per hour

Suppression
straight time $89.78 per hour
overtime $134.66 per hour

Annual price breakdown: See attached spreadsheet for detail

Sept 1, 2008- August 31, 2009

Fire Alarm $5,416.82
Sprinkler $650.50

Total $6,067.32

Burton VanBuren
Sales Representative, SimplexGrinnell

Hidalgo County Juvenile Probation
DEPARTMENT

06/23/2008 MON 9:05 FAX 004/010

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.	Contractor:			SimplexGrinnell GSA Schedule
	SimplexGrinnell	(District #)	493	Fire Alarm & Suppression Services : GS-06F-0054N
	Street:	1200 E Hackberry Ave Ste A		Suppression Services - SIN 561-002
	City:	McAllen		Modification FX04 / 12-05-2003
	State:	TX		TXMAS- 5-03FAC010
	Phone #:	956-681-5284		

State	TX <—(Use first Scroll Bar to select **state** where work is to be performed.)
City	RIO GRANDE VALLEY <—(Use second Scroll Bar to select **city** where work is to be performed, **if city not listed, select the nearest city.** (You can also click on the Wage Rate tab for alphabetical listing of cities.)
Facility Name	County Juvenile Justic
Address	1001N. Doolittle
Zip Code	78539
Wage Rate	$ 13.50
Health & Welfare	$ 1.16
Total	$ 14.66
Wage Rate Multiplier	0.87

Enter quantity of each of desired line items below the rose colored boxes
Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Suppression Services SIN 561-002	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total	Quarterly Inspect & Report	Qty	Sub-total	Inspection & Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Fire Sprinkler Systems												
Wet Pipe Inspection (Includes (1) Riser)	$ 149.63	1	$ 149.63	$ 369.08		$ -	$ 498.75		$ -	$ 1,304.73		$ -
Each Additional Riser (Tamper & Flow)	$ 74.81	2	$ 149.63	$ 94.76		$ -	$ 224.44		$ -	$ 391.02		$ -
Each additional floor control assembly inspection (tamper & flow)	$ 24.94		$ -	$ 49.88		$ -	$ 99.75		$ -	$ 254.61		$ -
Dry sprinkler trip test *****	$ 149.63		$ -							$ 705.23		$ -
**** Dry sprinkler trip test NYC (Add)	$ 137.16		$ -									
Dry Standpipe Hydrostatic Test (each)	$ 648.38		$ -									
Dry sprinkler pre-action or mechanical trip test	$ 124.69		$ -							$ 680.30		$ -
5-Year Certification Test (1) Riser & (1) FDC	$ 249.38		$ -									
5-Year Certification Test, Each Additional Riser - not primary	$ 99.75		$ -									
Deluge system inspection (Quarterly Price Reflects Trip Test)	$ 523.69		$ -				$ 648.38		$ -	$ 1,473.31		$ -
Antifreeze Loop System (Antifreeze Test)	$ 124.69		$ -									
Private Yard Hydrant flow test	$ 134.66		$ -							$ 798.00		$ -
Post Indicator Valves	$ 19.95		$ -									
NYC Monthly Sprinkler Test	$ 1,496.25		$ -									
NYC Monthly Sprinkler Test add'l risers	$ 1,197.00		$ -									

005/010

LINE ITEMS - Suppression Services SIN 561-002	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total	Quarterly Inspect & Report	Qty	Sub-total	Inspection & Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Fire Pumps												
Fire Pump Inspection (up to 75 gpm)	$ 349.13		$ -				$ 1,346.63		$ -	$ 1,029.92		$ -
Full Flow Pump Test (250 gpm)	$ 349.13		$ -				$ 1,346.63		$ -	$ 1,238.90		$ -
Full Flow Pump Test (500 gpm)	$ 548.63		$ -				$ 1,546.13		$ -	$ 2,062.83		$ -
Full Flow Pump Test (750 gpm)	$ 648.38		$ -				$ 1,645.88		$ -	$ 2,347.12		$ -
Full Flow Pump Test (1000 gpm)	$ 698.25		$ -				$ 1,695.75		$ -	$ 2,987.51		$ -
Full Flow Pump Test (1500 gpm)	$ 1,246.88		$ -				$ 2,244.38		$ -	$ 4,052.84		$ -
Full Flow Pump Test (2500 gpm)	$ 1,396.50		$ -				$ 2,394.00		$ -	$ 4,478.78		$ -
Fire Pump Inspection New York City	$ 920.77		$ -									
Fire Pump Inspection City of Boston	$ 880.10		$ -									
Back Flow Preventers												
Back Flow Preventer Inspection	$ 149.63		$ -									
Back Flow Inspection - Maryland (Licensed Plumber Required)	$ 249.38		$ -									
Back Flow Inspection - Illinois (Licensed Plumber Required)	$ 314.21		$ -									
Double Check Bypass - Illinois	$ 448.88		$ -									
Back Flow Inspection - Louisianna (Licensed Plumber Required)	$ 374.06		$ -									
Back Flow Inspection - Indiana (Licensed Plumber Required)	$ 374.06		$ -									
Back Flow Inspection - Minnesota (Licensed Plumber Required)	$ 374.06		$ -									
OPEN MARKET												
Non Line Items (list below)												
Tamper Switch	$ 8.40	4	$ 33.60	$ -		$ -	$ -		$ -	$ -		$ -
Flow Switch	$ 8.40	1	$ 8.40	$ -		$ -	$ -		$ -	$ -		$ -
Visual Walkthrough	$ -	1	$ 450.00	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -
	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -

06/23/2008 MON 9:05 FAX

2006/010

LINE ITEMS - Suppression Services SIN 561-002	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total	Quarterly Inspect & Report	Qty	Sub-total	Inspection & Annual Full Maint.	Qty	Sub Total Annual Full Maint.
	Initial Test & Inspect. Sub Total:		$ 791.25	Semi-Annual Inspect & Report Sub Total:		$ -	Quarterly Inspect & Report Sub Total:		$ -	Annual Full Maint. Sub Total:		$ -
	Negotiated 5% Discount		$ 39.56	Negotiated 5% Discount		$ -	Negotiated 5% Discount		$ -	Negotiated 5% Discount		$ -
	Sub Total with discount		$ 751.69	Sub Total with discount		$ -	Sub Total with discount		$ -	Sub Total with discount		$ -
Autofilled from above selection>	Wage Rate Multiplier		0.87	Wage Rate Multiplier		0.87	Wage Rate Multiplier		0.87	Wage Rate Multiplier		0.87
	Sub Total		$ 650.50	Sub Total		$ -	Sub Total		$ -	Sub Total		$ -
You must type in tax rate if applicable>	Tax			Tax			Tax			Tax		
	Sub Total		$ 650.50	Sub Total		$ -	Sub Total		$ -	Sub Total		$ -
If a Reduction is needed, type it in here>	Addt'l Reduction		$ -	Addt'l Reduction		$ -	Addt'l Reduction		$ -	Addt'l Reduction		$ -
	Total		$ 650.50	**Total**		$ -	**Total**		$ -	**Total**		$ -

Zip Code	78539	**Order Total**
Facility Name	dalgo County Juvenile Justice Cent	
Address	1001N. Doolittle	**$ 650.50**
City		
State	TX	

The below hourly charges are for Labor only. All rates listed are to be given 5% discount, then multiplied by the Wage Rate multiplier.

Suppression
Rates - NICET Level II Technician

	Per Hour
Additional Labor services, during normal working hours per hour	$94.91
Additional Labor services, outside normal working hours per hour	$142.37
Repair Services during normal hours per hour	$94.91
Repair services outside normal hours per hour	$142.37

Suppression
Rates - NICET Level III Technician

	Per Hour
Additional Labor services, during normal working hours per hour	$94.91
Additional Labor services, outside normal working hours per hour	$142.37
Repair Services during normal hours per hour	$94.91
Repair services outside normal hours per hour	$142.37

06/23/2008 MON 9:06 FAX

☑007/010

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.	Contractor:			SimplexGrinnell GSA Schedule
	SimplexGrinnell	(District #)	493	Fire Alarm & Suppression Services : GS-06F-0054N
	Street:	1200 E Hackberry Ave Ste A		Fire Alarm Services - SIN 561-001
	City:	McAllen		Modification FX04 / 12-05-2003
	State:	TX		
	Phone #:	956-681-5284		

State	TX <----(Use first Scroll Bar to select **state** where work is to be performed.)
City	RIO GRANDE VALLEY <--(Use second Scroll Bar to select closest **city** where work is to be performed)
Facility Name	**Hidalgo County Juvenile Justice Center**
Address	1001 N. Doolittle
Zip Code	78539
Wage Rate	$ 13.50
Health & Welfare	$ 1.16
Total	$ 14.66
Wage Rate Multiplier	0.87

Enter quantity of each of desired line items below the rose colored boxes
Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Sub-total**	**Annual Full Maint.**	**Qty**	**Sub Total Annual Full Maint.**
Control Equipment						
Control Panel Monitored	$ 149.63	1	$ 149.63	$ 1,122.19		$ -
Additional Panel (each)	$ 74.81		$ -	$ 798.00		$ -
Control Panel Unmonitored	$ 149.63		$ -	Test Only		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 149.63		$ -	$ 543.64		$ -
Control Panel Central Transmitter	Included					
Central Station Receiver	Included					
Annunciator LED type	$ 49.88	3	$ 149.63	$ 81.80		$ -
Annunciator graphical type	$ 49.88		$ -	$ 74.81		$ -
CPU graphical display	Included			Test Only		
Monitor modules	Included			$ 9.98		$ -
Control modules	$ 2.99		$ -	$ 9.98		$ -
Notification appliance module	Included			$ 4.99		$ -
NAC Power Extender (Includes Battery Testing)	$ 49.88	1	$ 49.88	$ 199.50		$ -
Batteries						
Battery testing - lead acid	$ 24.94		$ -	$ 36.91		$ -
Battery testing -gel cell	$ 24.94		$ -	$ 36.91		$ -
Battery testing - Ni-Cad	$ 24.94		$ -	$ 36.91		$ -
Battery charger	Included			Included		

06/23/2008 MON 9:07 FAX

06/23/2008 MON 9:08 FAX 008/010

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total		Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Emergency voice/alarm							
Emerg. Telephone	$ 2.99		$ -		$ 28.93		$ -
Phone Jacks	$ 2.99		$ -		$ 9.98		$ -
Call-in signal; off-hook indicator	Included				Included		
amplifier & tone generators	Included				Included		
Initiating Devices (price per device)							
Duct detector	$ 34.91	39	$ 1,361.59		$ 35.91		$ -
heat detector: restorable	$ 9.98		$ -		$ 8.98		$ -
heat detector: non-restorable	$ 9.98		$ -		$ 8.98		$ -
smoke detector: photoelectric (Includes Cleaning)	$ 12.97	5	$ 64.84		$ 16.96		$ -
smoke detector: beam detection	$ 12.97		$ -		$ 179.55		$ -
smoke detector: ionization	$ 9.98	287	$ 2,862.83		$ 14.96		$ -
smoke detector: laser	$ 19.95		$ -				
Fire Alarm Box, Manual, Uncoded	$ 2.99		$ -		$ 8.98		$ -
Fire Alarm Box, Manual, Coded	$ 2.99		$ -		$ 29.93		$ -
Sensitivity Test	$ 19.95		$ -		Test Only		
Flame Detector	$ 19.95		$ -		$ 99.75		$ -
Gas Detector	$ 19.95		$ -		$ 29.93		$ -
Elevator Shunt Trip Test	$ 19.95		$ -		Test Only		
Supervisory Devices (price per device)							
Fire Supervisory Signal, Emergency	$ 5.99		$ -		$ 14.96		$ -
Fire Supervisory Signal, Air Pressure	$ 5.99		$ -		$ 14.96		$ -
Fire Supervisory Signal, Fire Pump	$ 5.99		$ -		$ 14.96		$ -
Misc							
Water tank; low level	$ 2.99		$ -		$ 14.96		$ -
Water tank; high level	$ 2.99		$ -		$ 14.96		$ -
Water tank; temperature	$ 2.99		$ -		$ 14.96		$ -
Alarm Notification Appliances (price							
Fire Alarm, Bell	$ 2.99		$ -		$ 9.98		$ -
Speakers	$ 2.99		$ -		$ 9.98		$ -
Fire Alarm Visual Device	$ 2.99	498	$ 1,490.27		$ 19.95		$ -
Horns	$ 2.99		$ -		$ 17.96		$ -
chimes	$ 2.99		$ -		$ 9.98		$ -

010/010

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total							Annual Full Maint.	Qty	Sub Total Annual Full Maint.
The below hourly charges are for Labor only. All rates listed are to be given 5% discount, then multiplied by the Wage Rate multiplier.												
Fire Alarm Technician (Software Based)												
Rates - NICET Level II Technician				Per Hour								
Additional Labor services, during normal working hours per hour				$108.73								
Additional Labor services, outside normal working hours per hour				$163.09								
Repair Services during normal hours per hour				$108.73								
Repair services outside normal hours per hour				$163.09								
Fire Alarm Technician (Software Based)												
Rates - NICET Level III Technician				Per Hour								
Additional Labor services, during normal working hours per hour				$108.73								
Additional Labor services, outside normal working hours per hour				$163.09								
Repair Services during normal hours per hour				$108.73								
Repair services outside normal hours per hour				$163.09								

06/23/2008 MON 9:09 FAX

Hurricane Ike Information

NIGP Commodity Book

Commodity Book Listing by Class
Alphabetical Index of Commodity Book
Whole Commodity Book
FTP Downloadable files for Commodity Book, Conversion Table

Background

This Commodity Book has been prepared for the use of bidders, vendors, and state agency personnel.

Agencies use the class-item numbering and descriptions found in this book to properly code products or services on their requisitions and purchases, so informal and formal invitations for bid will reach vendors that have indicated they are capable of furnishing the required materials, equipment, supplies, and services.
Bidders are encouraged to become familiar with the format and contents of this book as they apply to the Centralized Master Bidders List search and vendor profiling. It is extremely important to both agencies and potential bidders that bidder class-item selections are correct. The State of Texas encourages agencies to make the most efficient use of tax dollars and this includes judicious use of printing and postage for bid invitations.

Note to Bidders: please do not select classes or items for which you **CANNOT** do business. The cost of unnecessary mailings is passed on to every taxpayer. Should you be unable to bid or provide goods/services upon award, this may result in your being deleted from the Centralized Master Bidders List (CMBL).

TPASS gratefully acknowledges the cooperation of the National Institute of Governmental Purchasing, Inc. in the development of this Commodity Book.

Code Support and Access

Vendors who need help identifying which class and item codes are applicable to your company should contact the CMBL Help Desk at e.cmbl@cpa.state.tx.us or 512-463-3459.

State agencies or State of Texas CO-OP members may access the NIGP Living Code through the annual site license obtained by TPASS. Each agency is allowed one free agency account with the capability to set-up multiple users. If you anticipate having multiple users logged in at the same time on a regular basis, you may want to purchase additional seats from NIGP. The benefits of accessing the Living Code include:

Real-time access to correct State of Texas commodity or service class and items
Standardization of generally accepted specifications
Reduced time in developing and writing specifications
Support for inventory management and procurement planning and management

To set up your entity's living code access or to set up new commodity codes for government entity use, please contact the TPASS NIGP coordinator at **NIGP.Admin@cpa.state.tx.us** or 512-475-2378. If you plan to set up several new codes in relation to new specifications or term contracts, please coordinate with the assigned TPASS Purchaser first.

NIGP Commodity Book

Search the NIGP Commodity Book

GO

Class 340 - FIRE PROTECTION EQUIPMENT AND SUPPLIES

NIGP Class-Item Codes contain 5-digits. To obtain the five digit code, combine the three digit class code with its corresponding two digit item number.

The NIGP Commodity/Services Code displayed here is copyrighted material that is to be used for reference purposes only and may not be downloaded without a license from Periscope Holdings, Inc.

CLASS: 340
FIRE PROTECTION EQUIPMENT AND SUPPLIES

Item Number and Commodity Descriptions

04	Backfiring and Burning Equipment: Firing Torches, Flame Guns, etc.
06	Brackets, Clamps and Holders for Fire Fighting Equipment
07	Breathing Equipment for Firemen
08	Cabinets and Covers (For Fire Extinguishers, Fire Hose and Racks, Valves, etc.)
10	Chemicals, Fire Retardant (Used to Make Various Materials Fire Retardant)
12	Couplings, Fire Hose
14	Ejectors, Smoke
15	Fire and Medical Alert Systems
16	Fire Alarm Systems, Power Sirens, and Controls
18	Fire Blankets
20	Fire Detecting Equipment
24	Fire Escapes and Fire Exit Devices
28	Fire Extinguishers, Rechargers, and Parts
29	Fire Extinguisher Systems, Complete, All Types (See Item 28 for Individual Extinguishers)
32	Fire Hose Carts, Dryers, Racks, Reels, Rollers, and Winders, etc.
34	Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods, Gloves, etc.) (See 345-56 for Fire Helmets)
36	Fire Pump, Back Carrying Type
38	Fire-Stop Equipment, Materials, Accessories and Parts
40	Fire Suppression Hand Tools: Fire Axe, Fire Rack, Fire Swatter, etc.
41	Fire Suppression Foam and Other Suppression Compounds
44	Firefinder, Forest
45	Fireman Training and Instructional Aids and Materials
48	Flail Trencher
49	Foam Dispensing Equipment, Compressed Air (For Fires)
50	Foam Generators, Truck or Trailer Mounted
52	Fusible Links (For Fire Doors)
54	Gas Detection/Monitoring Equipment (Firemen)
56	Hose, Fire, and Fittings, Coupled and Uncoupled (See 340-12 for Couplings)
60	Hydrants, Fire (Including Accessories and Parts)
62	Ladders, Fire
63	Lockers, Turnout Gear
64	Nozzles and Parts, Fire Hose
67	Poles and Stanchions
70	Recycled Fire Protection Equipment and Supplies
72	Rescue Equipment, Supplies and Accessories Including Rescue Nets, Power Extractors (Jaws of Life), Rope and Life Harnesses, etc.
76	Smoke Bombs and Candles, Forestry
80	Smoke Detecting Equipment (Incl. Smoke Alarms)
84	Sprinkler Heads and Systems
86	Swivels and Swivel Joints
87	Training Equipment and Supplies, Fire and Safety
88	Valves, Fire Hose

92 Vise, Fire Extinguisher, Pneumatic Belt
94 Washing Equipment for Face Masks, etc.
95 Water Clean-up Vacuums

Texas Online Statewide Search from the Texas State Library State Link Policy Texas Homeland Security
Susan Combs, Texas Comptroller • Window on State Government • Contact Us
Privacy and Security Policy Accessibility Policy Link Policy Public Information Act Compact with Texans

AI-11282 **20.J.1.**

Support for BMC Service Desk
CC REGULAR

Date: 09/23/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to enter into a one-year maintenance BMC service through the County's membership/participation with (DIR) Department of Information Resource awarded vendor Carahsoft Technology Corporation contract DIR-SDD-587 for the I. T. Department, requisition #139513 for the total amount of $16,857.00. Effective: 10/01/08-09/30/09

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 139513 in the amount of $16,857.00 as of 09/19/08

Funds available in account as of 09/19/08 $42,543.37

Attachments

Link: Maintenance BMC Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 04:03 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 04:05 PM	APRV
3	Veronica Lopez	Veronica Lopez	09/19/2008 09:36 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Matilde Faz Started On: 09/18/2008 10:35 AM

Final Approval Date: 09/19/2008

Requisition

Req # 00139513

PO #

Date: 09/15/08

Regular #11282 9/30/08 23?

Bill To: x
x

Vendor : 349135
CARAHSOFT TECHNOLOGY CORPORATION
12369 SUNRISE VALLEY DRIVE, STE D-2
RESTON VA 20191

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No:

Special Instructions:
150908-01

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 9122008		
		DO NOT DUPLICATE ORDER		
15	EACH	1 YR MAINT. BMC SVC DESK EXPRESS (LPN17.0.0.00)	630.00	9,450.00
10	EACH	1 YR MAINT. BMC SVC DESK EXPRESS STE CHANGE MGT. (LPN17.0.0.00)	179.10	1,791.00
600	EACH	1 YR MAINT. BMC CONFIG. MGR. EXPRESS (LPT38.0.0.00)	7.20	4,320.00
12	EACH	1 YR MAINT. BMC FOUNDATION DISCOVERY	108.00	1,296.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-336	16,857.00	
			Freight	.00
			Total	16,857.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PROGRESSIVE ST

Proposal and Quotation

Client Information

Name:	Mike Robledo
Company	Hidalgo County
Address	100 North Closner Blvd Hidalgo County Courthouse
City/St/Zip	Edinburg, TX 78540
Product	BMC Service Desk Express
Phone #	(956) 318-2151
Email:	mike@co.hidalgo.tx.us

Quotation Information

Quote #:	9122008	Expiration
Date :	12-Sep-08	30-Sep-08
Terms :	Net 30 Days	
F.O.B. :	ORIGIN	
Salesperson	George Garces	
Phone:	301-933-6522	
Email:	georgeg@progressive-sm.com	

Quantity	Part #	Description	Retail Price	Disc %	Unit Price	Extended Price
15 Per Concurrent User	LPN17.0.0.00 Maintenance FasTrack Support	1 Year Maintenance BMC Service Desk Express Suite Formerly: Magic Service Desk Suite Windows License Progressive Fastrack Support 18% of List price 12 hours a day and 5 days a week L1 Support offered by Progressive * Unlimited toll free telephone support from Mon-Fri Progressive will offer First Line Support, BMC Provides Second Line Includes: all upgrades, updates, and Phone Support Term Length: 12 months Start Date: 10/1/08	$ 630.00		$ 630.00	$ 9,450.00
10 Per Concurrent User	LPN17.0.0.00 Maintenance FasTrack Support	1 Year Maintenance BMC Service Desk Express Suite Change Management Progressive Fastrack Support 18% of List price 12 hours a day and 5 days a week L1 Support offered by Progressive * Unlimited toll free telephone support from Mon-Fri Progressive will offer First Line Support, BMC Provides Second Line Includes: all upgrades, updates, and Phone Support Term Length: 12 months Start Date: 10/1/08	$ 179.10		$ 179.10	$ 1,791.00
600 Per Node	LPT38.0.0.00 Maintenance FasTrack Support	1 Year Maintenance BMC Configuration Manager Express Progressive Fastrack Support 18% of List price 12 hours a day and 5 days a week L1 Support offered by Progressive * Unlimited toll free telephone support from Mon-Fri Progressive will offer First Line Support, BMC Provides Second Line Includes: all upgrades, updates, and Phone Support Term Length: 12 months Start Date: 10/1/08	$ 7.20	0%	$ 7.20	$ 4,320.00
12 Per Pack	FOUNDATION Maintenance FasTrack Support	1 Year Maintenance BMC Foundation Discovery- 50 Pk Progressive Fastrack Support 18% of List price 12 hours a day and 5 days a week L1 Support offered by Progressive * Unlimited toll free telephone support from Mon-Fri Progressive will offer First Line Support, BMC Provides Second Line Includes: all upgrades, updates, and Phone Support Term Length: 12 months Start Date: 10/1/08	$ 108.00		$ 108.00	$ 1,296.00

George Garces/georgeg@progressive-sm.com
Progressive Security Technologies
LBTC/ S Campus; 8000 GSRI Ave
Bldg 3000
Baton Rouge, LA 70820
Tel: 301-933-6522
Cell: 301-412-7513
Fax: 301-933-6022

NOTES:

Progressive Security Tax ID 47-0888966

Expires: 30-Sep-08

Total Amount	$ 16,857.00

Ruben
X6018

carahsoft

Stan Ramos
Tech III
Hidalgo County Information Technology Dept.
100 E. closner 1st
edinburg, tx 78539

stan.ramos@co.hidalgo.tx.us
(956) 292-7010

Ryan Teichler
Carahsoft Technology Corp.
12369 Sunrise Valley Drive
Suite D2
Reston, VA 20191

ryan.teichler@carahsoft.com
(703) 871-8682 (703) 871-8505

512559
09/17/08
09/30/08

GROUND

$16,857.00

$16,857.00

1	F-LPN17.0.0.00	Progressive L1 FastTrack support for BMC Service Desk Express Suite POP 10/1/08 - 9/30/09	$630.00	$630.00	-	15	$9,450.00
2	F-LPN17.0.0.00	Progressive L1 FastTrack support for BMC Service Desk Express Suite Change Management POP 10/1/08 - 9/30/09	$179.10	$179.10		10	$1,791.00
3	F-LPT38.0.0.00	Progressive L1 FastTrack support for BMC Configuration Manager Express POP 10/1/08 - 9/30/09	$7.20	$7.20	-	600	$4,320.00
4	FOUNDATION	Progressive L1 FastTrack support for BMC Foundation Discovery- 50 Pk POP 10/1/08 - 9/30/09	$108.00	$108.00	-	12	$1,296.00

$16,857.00

$16,857.00

Matilde Faz

From: Ruben Flores [ruben.flores@co.hidalgo.tx.us]
Sent: Thursday, September 18, 2008 10:13 AM
To: matilde.faz@co.hidalgo.tx.us
Subject: Fw: Scanned from IT-DE PT 09/18/2008 08:5 4

Here's backup for Req: 139513 with DIR contract annotated. Le habia dicho que hoy por la manana - mi palabra es deuda

-----Original Message-----
From: "IT Department" <it.dept@co.hidalgo.tx.us>
Sent 9/18/2008 8:54:02 AM
To: "Ruben Flores" <ruben.flores@co.hidalgo.tx.us>
Subject: Scanned from IT-DE PT 09/18/2008 08:5 4

```
Scanned from IT-DEPT.
Date: 09/18/2008 08:54
Pages:1
Resolution:300x300 DPI
----------------------------------------
```

AI-11295 **20.K.1.**

Authority to Purchase Phone System Components, Equipment, Software & Peripherals for WIC Program

CC REGULAR

Date: 09/23/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to purchase telephone system components to convert from existing WIC system and integrate with the current Hidalgo County telephone system, including, but not limited to equipment, handsets, peripheral, software, licenses and installation through the County's membership/participation with the Dapartment of Information Resources (DIR contract # SDD-233) in the amount of $101,694.20 which may require the increase to account for shipping/freight and handling, if appliable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-745
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Po # 609705 in the amount of $206,623.43

Funds available in account as of 09/19/08 $11,963.31

Attachments

Link: 11295

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Nielda Cavazos	09/19/2008 02:36 PM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 02:39 PM	APRV
3	Veronica Lopez	Veronica Lopez	09/19/2008 03:31 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Marty Salazar Started On: 09/19/2008 11:33 AM

Final Approval Date: 09/19/2008

at&t

Proposal and Quotation

AT&T Proprietary

Quote # x 082208a

A Quotation for		Quotation Information
Name: Hidalgo County Company : Hidalgo County Division: Email: Phone # :	Hidalgo County	Quote Date : 8/22/2008 Quote Expiration Date: 9/22/2008 Account Executive: Application Specialist: Roy Hanks Design Engineer: Inside Sales: Nicole Watkins

Line #	Part #	Description	Qty.	List Price	Disc. Price	Extnd. Price
1	1100102L23	ACES On Site Installation of MX 2800 and Non-Redundan	1	$ 1,125.00	$ 1,125.00	$ 1,125.00
2	1101102N12	ACES On Site Installation of NetVanta 5305 w/Standard F	1	$ 2,495.00	$ 2,495.00	$ 2,495.00
3	4205291L2	RDNT AC M13 Mux with built-in V.34 modem for Mgmt, 19	1	$ 4,432.00	$ 3,085.20	$ 3,085.20
4	1200290E1	MX2800 Chassis does not include any controller cards or	1	$ -	$ -	$ -
5	1205288L1	Spare Controller Card for the MX2800, Incorporates DS3 a	1	$ -	$ -	$ -
6	1200657L3	Two 15-foot coax cables for the DS3 connection of the MX	1	$ 69.00	$ 69.00	$ 69.00
7	1205288L1	Spare Controller Card for the MX2800, Incorporates DS3 a	1	$ -	$ -	$ -
8	1200657L3	Two 15-foot coax cables for the DS3 connection of the MX	1	$ 69.00	$ 69.00	$ 69.00
9	1200291E1	1U high patch panel that provides 28 RJ connections for D	1	$ -	$ -	$ -
10	1200466L1	MX2800 accessory. Replaces original chassis faceplate. A	1	$ 280.00	$ 194.40	$ 194.40
11	1202289L1	Spare AC Power supply for MX2800.	1	$ -	$ -	$ -
12	1202289L1	Spare AC Power supply for MX2800.	1	$ -	$ -	$ -
13	1700525E2	24 Port Layer 2/3 Ethernet Switch with Integral Router sup	28	$ 2,395.00	$ 1,404.15	$ 39,316.20
14	1202862L1	T1/FT1 Network Interface Module (NIM) for NetVanta 320(	28	$ 300.00	$ 175.95	$ 4,926.60
15	1101102N7	ACES On-Site Installation of 3305, 1224R(PoE), 1224STR	28	$ 1,295.00	$ 1,191.40	$ 33,359.20
16	1200881E1	DB-9 Male to DB-9 Female Console Cable for the NetVant	28	$ 30.00	$ 30.00	$ 840.00
18	4200990L1	Access router for F/R and PTP connectivity. Includes 6 Wi	1	$ 6,995.00	$ 4,280.40	$ 4,280.40
19	1200881E1	DB-9 Male to DB-9 Female Console Cable for the NetVant	1	$ 30.00	$ 30.00	$ 30.00
20	1202843E1	Octal T1 Wide Module for use in the NetVanta 4305 or 53(	1	$ 1,495.00	$ 914.40	$ 914.40
21	1202843E1	Octal T1 Wide Module for use in the NetVanta 4305 or 53(	1	$ 1,495.00	$ 914.40	$ 914.40
22	1202843E1	Octal T1 Wide Module for use in the NetVanta 4305 or 53(	1	$ 1,495.00	$ 914.40	$ 914.40
23	1202843E1	Octal T1 Wide Module for use in the NetVanta 4305 or 53(	1	$ 1,495.00	$ 914.40	$ 914.40
24	1100201N6	30 minute phone response; next business day delivery of i	28	$ 354.00	$ 290.95	$ 8,146.60
25		AT&T SERVICES				
26	Project Coordination	Assignment of IC to project	1	$ 100.00	$ 100.00	$ 100.00
				TOTAL		$ 101,694.20

accordance w/State of Texas DIR contract # DIR-SDD-233 DIR-SDD-233 must be referenced

TERMS:
*Net 30, payment terms and order acceptance based upon prior credit approval.
*This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and conditions set forth in the Equipment Resale Contract between the parties, or if no contract exists, the standard AT&T Equipment and Services resale contract.
* This Quotation excludes all applicable taxes and shipping charges.
* F.O.B.: Origin; Prepaid and Add, Standard Shipping method is UPS Ground unless otherwise specified.

NOTE:
*Please verify your shipment is correct by reviewing the packing list before opening.
*Return policies vary by manufacturer and are time sensitive. Please contact your local AT&T representative
regarding any return questions or requests. All returns are subject to manufacturer's terms and

AT&T Services encompass complete Network Lifecycle Solutions to maximize the return on investment from your network infrastructure. We can...

Design - Consulting Services, Security, Network Mgmt.
Deliver - Staging, Installation, Leasing, Project Mgmt.
Manage - Monitoring, Maintenance, Mgd Svcs.

AI-11210 **20.L.1.**

Administer and Supervise Alcohol Breath Test/Intoxilizer Services
CC REGULAR

Date: 09/23/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

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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 correspondence 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, accessories and related adminsitration and supervision of alcohol 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, requirements, terms, conditions, and draft contract document (approved as to form by legal counsel) for: RFP-Technical Supervisor For Alcohol Breath Test Services Program".

BACKGROUND

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 (DPS asset);
b) Palm View Police Dept. (Hidalgo County asset tag);
c) San Juan Police Dept. (Hidalgo County asset tag);
d) Weslaco Police Dept. (DPS asset tag);

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 9-19-08.

In such event that the new fees are increased as requested/proposed 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 DBM at a later time. As per attached documentation from vendor and scientific director, equipment needs to be replaced by 2010.

Attachments

Link: 01

Link: 02

Link: 03

Link: 04

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/18/2008 04:08 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/19/2008 08:30 AM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Nielda Cavazos Started On: 09/17/2008 11:33 AM

Final Approval Date: 09/19/2008

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

HIDALGO COUNTY
INVENTORY OF BREATHALIZERS
INFORMATION AS OF JUNE 30, 2008

DEPARTMENT	LOCATION	ASSET NO.	DESCRIPTION	ACQ DATE	SERIAL NO.	COST
UNDER 1000 EXCEPT 9999 and 9800		AA001310	1 ALERT J-4X BREATHALIZER	04/27/99	11292	401.00
UNDER 1000 EXCEPT 9999 and 9800		AA001446	1 ALERT J4X/BREATH ANALIYSIS MACHINE	07/31/03		413.00
TEXAS DPS MCALLEN		31243	1 INTOX 5000 BREATH TESTING INSTRUMENT	09/16/97	68-002226	6,314.00
TEXAS DPS MCALLEN		31244	1 INTOX 5000 BREATH TESTING INSTRUMENT	09/16/97	68002261	6,314.00
UNDER 1000 EXCEPT 9999 and 9800		33370	1 PORTABLE BREATH ALCOHOL TESTING	03/16/99		385.00
UNDER 1000 EXCEPT 9999 and 9800		33371	1 PORTABLE BREATH ALCOHOL TESTING	03/16/99		385.00
UNDER 1000 EXCEPT 9999 and 9800		31224	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31225	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31230	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31232	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31233	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31234	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31236	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31238	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800		31241	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
		31226	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
		31237	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
		31239	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
		31242	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00

DPS asset 395,194

68002689

HIDALGO COUNTY
INVENTORY OF BREATHALIZERS
INFORMATION AS OF JUNE 30, 2008

DEPARTMENT	LOCATION	ASSET NO.	DESCRIPTION	ACQ DATE	SERIAL NO.	COST
UNDER 1000 EXCEPT 9999 and 9800		AA001310	1 ALERT J-4X BREATHALIZER	04/27/99	11292	401.00
UNDER 1000 EXCEPT 9999 and 9800		AA001446	1 ALERT J4X/BREATH ANALIYSIS MACHINE	07/31/03		413.00
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		31239	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00
		31242	1 PORTABLE BREATH TESTER, SD-2,9V	09/16/97		333.00

CERTIFIED TECHNICAL SUPERVISOR FOR BREATH TESTING SERVICES

1. As per the Texas Department Of Public Safety-Maria Guerrero, Systems Support Specialist, there are fifty-five (55) "Certified Technical Supervisors" in the "State Of Texas". (They are DPS Employees & Non-DPS)

2. There are four (4) certified technical supervisors in South Texas as follows:
   Cameron, Willacy, Starr, Hidalgo-**Mary Ann R. Peralez**
   Nueces County-**Carl Lecocke**
   Bexar County-**Al Macdugall**
   Webb County-**Oscar Saucedo**

3. Non of the referenced technical supervisors provide insurances.

4. The "Scientific Director-Mack Cowan" from the "Texas Department Of Public Safety" administers and regulates the State Of Texas Breath Alcohol Testing Program through technical supervisors in compliance with State regulations. As per Mr. Mack Cowan's correspondence dated on April 8, 2008, "Mary Ann R. Peralez" is the only certified technical supervisor located here in the Rio Grande Valley.

5. Contacted our neighboring counties of Starr, Willacy, Cameron, they each have a contract with Mrs. Peralez, no insurances were requested or submitted. Services were exempted.

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:

Jose 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 ___ 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_____

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

"CERTIFIED TECHNICAL SUPERVISOR TO ADMINISTER AND SUPERVISE ALCOHOL BREATH TEST"

DRAFT

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"CERTIFIED TECHNICAL SUPERVISOR TO ADMINISTER AND SUPERVISE ALCOHOL BREATH TEST"

RFP NO:

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for a "Certified Technical Supervisor" as listed in specifications to serve as the "Technical Supervisor For Hidalgo County's Alcohol Breath Test Program". The initial tem of this contract shall be for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional years, subject to approval by the Commissioners Court under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Certified Technical Supervisor" to administer and supervise Alcohol Breath Tests. Request For Proposals will be accepted until **9:30 A.M., Wednesday, , 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, ____, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, ____, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of this contract shall be for one (1) year with Hidalgo County Commissioners Court sole discretion to extend/renew for two (2) additional years, subject to approval by the Commissioners Court under the same rates, terms and conditions.

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Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable).**

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a "Certified Technical Supervisor" who is qualified and certified. The Certified Technical Supervisor who will directly perform the required services is required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Bachelor's degree in science with at least 18 hours of chemistry, with no more than 8 hours at the freshman level and must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified certified technical supervisor.

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If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES/REQUIREMENTS:

Hidalgo County is soliciting to contract with a qualified certified technical supervisor who is qualified and certified in the State Of Texas to supervise Agency's Alcohol Breath Test Program (Intoxilyzer 5000).

1. Bachelor's degree in science with at least 18 hours of chemistry, with no more than 8 hours at the freshman level, with at least 5+ years work related experience.
2. Successful completion of a certified Texas Breath Alcohol Testing Operator School in the State Of Texas.
3. Demonstrate competence in operation of the breath alcohol testing data management software, Black Mamba. (Austin)
4. Successful completion of the Borkenstein course at Indiana University in Bloomington, IN. Schools are held only in December and May.
5. Successful completion of factory Intoxilyzer training at CMI, Inc. in Owensboro, KY. Owensboro is within easy driving distance from Bloomington. This training is usually completed just prior or just after the Borkenstein course.
6. Demonstrate competence in Intoxilyzer ethanol and flow calibration. (Austin)
7. Pass Technical Supervisor Certification Exam. (Austin)
8. Technical Supervisor Candidates are not required to spend time training at the Office of the Scientific Director in Austin, Texas. Except for the demonstrations of competence and the exams; however, it is recommended that the candidate spend a total of approximately two weeks training in Austin, Texas. It is usually accomplished in two of three separate trips.
9. Technical Supervisor will assume all responsibilities and duties as have 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.
10. Technical Supervisor shall be responsible for supplying repair parts at no cost to the Agency where repair is necessitated by routine wear and tear.
11. Technical Supervisor shall provide the services as required and requested by Agency.
12. Knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing .
13. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements, and providing technical supervisory instruction.
14. Technical Supervisor shall determine if instrument/equipment by serial number is on of the same manufacturer brand or model designation as shown on the scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
15. The primary function of the technical supervisor is to provide the technical, administrative and supervisory expertise in safe-guarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes.

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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.

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.

NEGOTIATION PROCESS:
Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the "Technical Supervisor". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, ____, 2008.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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EXHIBIT B

EVALUATION CRITERIA

REQUEST FOR PROPOSAL

"CERTIFIED TECHNICAL SUPERVISOR TO ADMINISTER AND SUPERVISE ALCOHOL BREATH TEST"

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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.

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.

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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: _____

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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 **"Certified 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 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.

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3. This Contract shall be for a period of one (1) year ("on 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 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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the

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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:

_____

Arturo Guajardo, Jr., County Clerk

Date:_____

Company:_____

By:_____

Printed Name:_____

Title:_____

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

By:_____

Date:_____

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EXHIBIT "A"
SPECIFICATIONS

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EXHIBIT "B"
VENDOR'S PROPOSAL

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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Intoxilyzer 5000 Breath Testing Instrument

9/16/2008

Hidalgo County Sheriff Office:

1) Intoxilyzer Model 5000

   DPS Tag No. 395194 Serial No. 68-002689

   Confirmed by: Lt. Ozuna, (956) 383-8114

Weslaco Police Department:

2) Intoxilyzer Model 5000

   DPS Tag No. 192731 Serial No. 68-000426

   Confirmed by: Martha, (956) 968-8591

Palmview Police Department:

3) Intoxilyzer Model 5000

   Historical Cost: $6,314.00

   Acq. Date: 09/16/1997

   Hidalgo County Tag No. 31244 Serial No. 68-002261

   Confirmed by: Chief Barrera, (956) 432-0303

San Juan Police Department:

4) Intoxilyzer Model 5000

   Historical Cost: $6,314.00

   Acq. Date: 09/16/1997

   Hidalgo County Tag No. 31243 Serial No. 68-002226

   Contact: Sgt. Luis Morales, (956) 787-9904

AI-11272 **21.A.**

Transfers for CO 2002
CC REGULAR

Date: 09/23/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: CO 2002 (1332)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

1. Approval of 2008 interdepartmental transfer within Certificate of Obligations series 2002 (1332) from Buildings & Grounds (progam 033) to Precinct 2 Road & Bridge (program 016), in the amount of $17,958.53 for the purchase of a dump truck.
2. Approval of 2008 intradepartmental transfer in the amount of $38,761.11 for the purchase of a dump truck. (Contingent on item "A" approval).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1332-4XX-X0-X2X-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1332-419-40-220-033-0-452 (C.O.,2002-B&G-ADM BLDG-BLDG ADD & RENOV) and 8-1332-431-00-122-016-0-731 (C.O.,2002-R&B PCT.2-ROADS) to 8-1332-431-00-122-016-0-741 (C.O.,2002-R&B PCT.2-VEHICLES) in the the amounts of $17,958.53 and $38,761.11 (respectively). Funding available for transfer as of 9/17/08.

Attachments

Link: 2008 inter for CO 2002 - Pct 2 R&B
Link: 2008 intra for CO 2002 - Pct 2 R&B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 07:43 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/18/2008 11:42 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 06:25 PM	APRV
4	Purchasing Department	Marty Salazar	09/19/2008 11:18 AM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Dale Kennan Started On: 09/17/2008 05:36 PM

Final Approval Date: 09/19/2008

DATE: September 17, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for C.O.,2002 (1332)

ACCOUNT NUMBER: 8-1332-4XX-X0-X2X-0XX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1332-419-40-220-033-0-452	C.O.,2002-B&G-ADM BLDG-BLDG ADD & RENOV	(17,958.53)
8-1332-431-00-122-016-0-741	C.O.,2002-R&B PCT.2-VEHICLES	$17,958.53
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from C.O.,2002-B&G-ADM BLDG-BLDG ADD & RENOV to C.O.,2002-R&B PCT.2-VEHICLES in the amounts of $17958.53 to fund a portion of the future purchase of new dump truck for Pct 2 R&B .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: September 17, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for C.O.,2002-R&B PCT.2 (1332)

ACCOUNT NUMBER: 8-1332-431-00-122-016-0-XXX

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	C.O.,2002-R&B PCT.2-ROADS	741	C.O.,2002-R&B PCT.2-VEHICLES	38,761.11
			TOTAL	38,761.11

REASON:

Transfer from C.O.,2002-R&B PCT.2-ROADS to C.O.,2002-R&B PCT.2-VEHICLES in the amounts of $38761.11 to fund a portion of the future purchase of new dump truck for Pct 2 R&B .

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-11259 **21.B.**

Interdepartmental Transfer- Longevity Pay
CC REGULAR

Date: 09/23/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: TX DPS
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

TX DPS:
Approval of 2008 interdepartmental transfer in the amount of $425.00 from Co Wide Administration-Contingency to TX DPS (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 09-17-08. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	09/17/2008 04:55 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 07:40 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/18/2008 08:48 AM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:29 PM	APRV
5	Dina Trevino		09/19/2008 05:14 PM	NEW
Form Started By: Rosie Cantu			Started On: 09/17/2008 04:35 PM	
Final Approval Date: 09/19/2008				

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: September 17, 2008

AI-11259

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR TX DPS

ACCOUNT NUMBER: 8-1100-4421-00-115-027-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Interdepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	CO WIDE- CONTINGENCY	(425.00)
TO		
8-1100-421-00-115-027-0- 115	TX DPS- LONGEVITY PAY	425.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: INTERDEPARTMENTAL TO FUND THE CURRENT NEGATIVE BALANCE AND END OF YEAR EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-11245 **21.C.**

Acceptance of the FY 08 Truancy Grant Award - OJJDP Earmarks Programs

CC REGULAR

Date: 09/23/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval to accept the OJJDP FY 08 Earmarks Programs - Truancy Program Grant Award with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) in the amount of $491,892.00

BACKGROUND

OJJDP FY 08 Earmarks Programs
GMS Award 2008 -JL-FX-0556

Proposed Project August 1, 2008 to July 31, 2010.
The grant budget includes expenses relating to: salaries/fringe benefits, equipment, supplies, computers, training etc. No local monies will be required.

Per Mark Morgan (Grant Manager), budget has not been approved. Please note that we will not have access to the award funds until the budget is approved. Appropriation of funds will be done once budget is approved by the Department of Justice.

Fiscal Impact

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

BUDGETARY IMPACT:

Appropriation of funds will be done once budget is approved by the Department of Justice.
OJJDP FY 08 Earmarks Programs - Truancy Program Grant Award with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) in the amount of $491,892.00

Auditors Office to set up Revenue and Expense accounts.

Attachments

Link: award documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Manuel Chapa (Originator)	Manuel Chapa	09/19/2008 11:39 AM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 01:19 PM	APRV
3	Erika Reyna	Erika Reyna	09/19/2008 01:27 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Manuel Chapa Started On: 09/17/2008 03:49 PM

Final Approval Date: 09/19/2008

Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 15, 2008

The Honorable J.D. Salinas
Hidalgo County
100 North Closner
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 OJJDP FY 08 Earmarks Programs in the amount of $491,892 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, Mark Morgan, Program Manager at (202) 353-9243; 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,

Jeffrey L. Sedgwick
Acting Assistant Attorney General

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 15, 2008

The Honorable J.D. Salinas
Hidalgo County
100 North Closner
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

Office of Juvenile Justice and Delinquency Prevention

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 North Closner
Edinburg, TX 78540

4. AWARD NUMBER: 2008-JL-FX-0556

5. PROJECT PERIOD: FROM 08/01/2008 TO 07/31/2010

BUDGET PERIOD: FROM 08/01/2008 TO 07/31/2010

6. AWARD DATE 09/15/2008

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
OJJDP Hidalgo County Truancy Program

10. AMOUNT OF THIS AWARD $ 491,892

11. TOTAL AWARD $ 491,892

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 Juvenile Justice and Delinquency Prevention Act of 2002, 42 USC 5665-5667

15. METHOD OF PAYMENT

PAPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Jeffrey L. Sedgwick
Acting Assistant Attorney General

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	F	JL	70	00	00		491892

21. HJLTGT1628

Department of Justice
Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2008-JL-FX-0556 AWARD DATE 09/15/2008

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 recipient agrees to submit quarterly financial status reports to the Office of Justice Programs using Standard Form SF 269A on the Internet at https://grants.ojp.usdoj.gov . These reports shall be submitted on-line not later than 45 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

6. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line-through the Internet at https://grants.ojp.usdoj.gov/.

7. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (http://ojjdp.ncjrs.gov/grantees/pm/index.html) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted on GMS for each reporting period.

8. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the grantee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.

9. The recipient is authorized to incur travel costs and draw down funds in an amount not to exceed $3,000 for the purpose of attending the New Grantee Training in Washington, DC. The grantee is not authorized any additional expenditures, obligations, or withdrawals until the Office of the Chief Financial Officer has reviewed and approved its budget and budget narrative, and a Grant Adjustment Notice has been issued to remove this Special Condition.

Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Kathi Grasso, OJJDP NEPA Coordinator

Subject: Categorical Exclusion for Hidalgo County

The recipient agrees to assist OJJDP to comply 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 recipient or by a subrecipient. 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 and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its 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 recipient, a subrecipient, 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; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.

Department of Justice
Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2008-JL-FX-0556

This project is supported under Juvenile Justice and Delinquency Prevention Act of 2002, 42 USC 5665-5667

1. STAFF CONTACT (Name & telephone number)

Mark Morgan
(202) 353-9243

2. PROJECT DIRECTOR (Name, address & telephone number)

Mary Palacios
Honorable
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548
(956) 605-1155

3a. TITLE OF THE PROGRAM

OJJDP FY 08 Earmarks Programs

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

OJJDP Hidalgo County Truancy Program

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 North Closner
Edinburg, TX 78540

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 08/01/2008 TO: 07/31/2010

8. BUDGET PERIOD

FROM: 08/01/2008 TO: 07/31/2010

9. AMOUNT OF AWARD

$ 491,892

10. DATE OF AWARD

09/15/2008

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 County of Hidalgo is requesting assistance to increase services to the community, school districts, students and parents in response to the growing truancy problem. With these additional funds, new personnel will be added to expedite and expand the truancy program. Also these funds will be utilized in the development of a database to track the juvenile's progress and attendance records. As the program continues to develop, its anticipated that the school districts will elect to continue this valuable program that this grant will have helped expand. It is believed that these resources Hidalgo County (through the Truancy Program) will be able to intervene on behalf of the students and assist them in getting the vital education they need. The goals of the program are: 1) To develop a database to track students attendance; 2) Monitor students attendance; To communicate with parents regarding their children's attendance and 3) To provide joint trainings for students and parents.

The data collected will be the increase in the student’s attendance before and after the enrollment in the program and the number of referrals made for truancy and other behavioral problems. NCA/NCF

AI-11184 **21.D.**

Interdept Transfer from Contingency to 93rd DC (Computer Equipment & Furniture items)

CC REGULAR

Date: 09/23/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

93rd District Court:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to 93rd District Court (1100) in the amount of $12,400.00.

BACKGROUND

Transfer needed to ensure payment for replacement of equipment and furniture that was damaged by the water leakage or by the removal of certain items for the renovations.

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 --> 8-1100-412-00-002-001-0-XXX $12,400.00; Funds available as of 9-18-08.

Attachments

Link: Interdept. Transfer
Link: Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/16/2008 02:08 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/18/2008 10:27 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/18/2008 11:43 AM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:31 PM	APRV
5	Purchasing Department	Marty Salazar	09/19/2008 11:08 AM	APRV
6	Court Administrator	Angela Garcia	09/19/2008 11:31 AM	APRV

Form Started By: Veronica Lopez Started On: 09/16/2008 09:14 AM

Final Approval Date: 09/19/2008

DATE: September 16, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for 93rd DC

ACCOUNT NUMBER: 8-1100-41X-00-XXX-00X-0-XXX

2008
Transfer
AI-11184

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	(12,400.00)
TO		
8-1100-412-00-002-001-0- 664	93rd DC- Other Minor Equipment	4,800.00
8-1100-412-00-002-001-0- 745	93rd DC- Computer Equipment	4,600.00
8-1100-412-00-002-001-0- 746	93rd DC- Office Furniture	3,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Transfer needed to ensure payment for replacement of equipment and furniture that was damaged by the water leakage or by the removal of certain items for the renovations.

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

JUDGE
RUDY DELGADO
93RD JUDICIAL DISTRICT
OF TEXAS
100 N. CLOSNER
EDINBURG, TEXAS 78540
(956) 318-2255

September 15, 2008

Valde Guerra - Director
Hidalgo County Budget Dept.
2808 S. Bus.281
Edinburg, Texas 78539

Re: Additional Budget Funds to Complete 93rd. District Court Renovations

Dear Mr. Guerra;

This is to request a additional funds in the amount of $12,000 be added to our budget. These funds are to ensure payment for replacement of equipment and furniture that was damaged by the water leakage or by the removal of certain items for the renovations.

The break down would be roughly $4600.00 for computer equipment(81100412000020010745) $4800.00 for microphone and speaker system, overhead projector connectors, audio and visual equipment , and court security camera and the setting up for all these items (81100412000020010664) and about $3000.00 to replace old 50 year old juror seats for the jury box, which was constructed smaller than the original size(81100412000020010746).

Please let me know what else is required by me to get this done expeditiously as possible.

Thank you for your help in this matter and please do not hesitate to ask for any additional information.

Judge Rudy Delgado
93rd. District Court

AI-11199 **21.E.**

2008 Interdepartmental transfer for Pct#2 Administrative Offices
CC REGULAR

Date: 09/23/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within the Certificate of Obligation Series 2004 (1334) from Health Department Pharr (program 021) to Precinct 2 (program 021) in the amount of $1,200,000.00.

BACKGROUND

Precinct#2 Administrative Office

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-441-00-340-021-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1334-441-00-340-021-0-720-->8-1334-431-00-122-021-0-719 $225,000.00.
8-1334-441-00-340-021-0-720-->8-1334-431-00-122-021-0-720 $975,000.00.

Available balance as of 9-17-08 $1,200,000.00

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/17/2008 09:09 AM	APRV
2	Dale Kennan	Dale Kennan	09/17/2008 09:36 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2008 06:33 PM	APRV
4	Joy Hsu		09/19/2008 05:14 PM	NEW

Form Started By: Manuel Chapa Started On: 09/17/2008 08:47 AM

Final Approval Date: 09/19/2008

DATE: **September 17, 2008**

DEPARTMENT HEAD: **Valde Guerra** **AI# 11199**

DEPARTMENT NAME: **Dept. of Budget & Management for Pct#2 - Administrative Offices**

ACCOUNT NUMBER: **8-1334-431-00-122-021-0-7XX**

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1334-441-00-340-021-0-720	C.O., 2004 - Health Department Pharr - Buildings	(1,200,000.00)
8-1334-431-00-122-021-0-719	C.O., 2004 - Pct#2 - Other Land	225,000.00
8-1334-431-00-122-021-0-720	C.O., 2004 - Pct#2 - Buildings	975,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer from Health Department Pharr Buildings to Precinct# 2 Other Land & Buildings. Account# 8-1334-431-00-122-021-0-719, with the $225,000 transfer, will have a total of $460,000.00 sufficient to cover the purchase price of LOT 229($426,250.00) and closing costs. The other$ 975,000 coming into Object code 720 - Buildings will be for Precinct# 2 Administrative Offices too.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-11287 **21.F.**

2008 Appropriations funds 1401-1438 & Interdept transfer from Contingency to fund Appraisal Fees

CC REGULAR

Date: 09/23/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

1. Approval of the following 2008 appropriations:

	Account Number	Account Name	Amount
A.	8-1401-415-00-000-000-0-854	NOTES PAYABLE-APPRAISAL FEES	$3,205.80
B.	8-1427-415-00-000-000-0-854	REF BONDS,1998-APPRAISAL FEES	$143.16
C.	8-1430-415-00-000-000-0-854	CERT OF OBLIG,2000-APPRAISAL FEES	$1,612.96
D.	8-1431-415-00-000-000-0-854	CERT OF OBLIG,2001-APPRAISAL FEES	$445.20
E.	8-1434-415-00-000-000-0-854	CERT OF OBLIG,2004-APPRAISAL FEES	$1,241.60
F.	8-1435-415-00-000-000-0-854	REF BONDS,2005-APPRAISAL FEES	$2,196.88
G.	8-1436-415-00-000-000-0-854	CERT OF OBLIG,2006-APPRAISAL FEES	$1,637.60
H.	8-1437-415-00-000-000-0-854	REF BONDS,2006-APPRAISAL FEES	$351.24
I.	8-1438-415-00-000-000-0-854	REF BONDS,2007-APPRAISAL FEES	$984.36

2. Approval of 2008 interdepartmental transfer from County Wide Administration to General Fund (1100) in the amount of $299,843.41 to fund Appraisal Fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Please see attachments for amounts and funds; Funds available as of 9-19-08 in unreserved fund balances.

Funding for interdept transfer from Countywide Admin. - Contingency to General Fund appraisal fees is pending approval of General Fund Salary Sweep, refer to AI 11298 CC 9-23-08 regular agenda.

Attachments

Link: 2008 BA (1401)
Link: 2008 BA (1427)
Link: 2008 BA (1430)

Link: 2008 BA (1431)
Link: 2008 BA (1434)
Link: 2008 BA (1435)
Link: 2008 BA (1436)
Link: 2008 BA (1437)
Link: 2008 BA (1438)
Link: 2008 Interdept for Appraisal Fees

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/18/2008 04:30 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/19/2008 02:45 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW

Form Started By: Dale Kennan — Started On: 09/18/2008 03:42 PM

Final Approval Date: 09/19/2008

DATE: July 29, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Notes Payable (1401)

ACCOUNT NUMBER: 8-1401-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1401-415-00-000-000-0-854	NOTES PAYABLE-APPRAISAL FEES	3,205.80
	TOTAL BUDGET INCREASE (DECREASE)	$ 3,205.80

REASON: To appropriate funding in the amount of $3205.80 for NOTES PAYABLE-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for REF BONDS,1998 (1427)

ACCOUNT NUMBER: 8-1427-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1427-415-00-000-000-0-854	REF BONDS,1998-APPRAISAL FEES	143.16
	TOTAL BUDGET INCREASE (DECREASE)	$ 143.16

REASON: To appropriate funding in the amount of $143.16 for REF BONDS,1998-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

2008
Appropriation

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for CERT OF OBLIG,2000 (1430)

ACCOUNT NUMBER: 8-1430-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1430-415-00-000-000-0-854	CERT OF OBLIG,2000-APPRAISAL FEES	1,612.96
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,612.96

REASON: To appropriate funding in the amount of $1612.96 for CERT OF OBLIG,2000-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

2008
Appropriation

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for CERT OF OBLIG,2001 (1431)

ACCOUNT NUMBER: 8-1431-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1431-415-00-000-000-0-854	CERT OF OBLIG,2001-APPRAISAL FEES	445.20
	TOTAL BUDGET INCREASE (DECREASE)	$ 445.20

REASON: To appropriate funding in the amount of $445.20 for CERT OF OBLIG,2001-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for CERT OF OBLIG,2004 (1434)

ACCOUNT NUMBER: 8-1434-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1434-415-00-000-000-0-854	CERT OF OBLIG,2004-APPRAISAL FEES	1,241.60
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,241.60

REASON: To appropriate funding in the amount of $1241.60 for CERT OF OBLIG,2004-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

2008
Appropriation

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for CERT OF OBLIG,2005 (1435)

ACCOUNT NUMBER: 8-1435-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1435-415-00-000-000-0-854	REF BONDS,2005-APPRAISAL FEES	2,196.88
	TOTAL BUDGET INCREASE (DECREASE)	$ 2,196.88

REASON: To appropriate funding in the amount of $2196.88 for REF BONDS,2005-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

2008
Appropriation

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for CERT OF OBLIG,2006 (1436)

ACCOUNT NUMBER: 8-1436-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1436-415-00-000-000-0-854	CERT OF OBLIG,2006-APPRAISAL FEES	1,637.60
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,637.60

REASON: To appropriate funding in the amount of $1637.60 for CERT OF OBLIG,2006-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for REF BONDS,2006 (1437)

ACCOUNT NUMBER: 8-1437-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1437-415-00-000-000-0-854	REF BONDS,2006-APPRAISAL FEES	351.24
	TOTAL BUDGET INCREASE (DECREASE)	$ 351.24

REASON: To appropriate funding in the amount of $351.24 for REF BONDS,2006-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for REF BONDS,2007 (1438)

ACCOUNT NUMBER: 8-1438-415-00-000-000-0-854

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1438-415-00-000-000-0-854	REF BONDS,2007-APPRAISAL FEES	984.36
	TOTAL BUDGET INCREASE (DECREASE)	$ 984.36

REASON: To appropriate funding in the amount of $984.36 for REF BONDS,2007-APPRAISAL FEES to cover future appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: September 18, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management (1100)

ACCOUNT NUMBER: 8-1100-415-00-XXX-00X-0-8XX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(299,843.41)
8-1100-415-00-000-000-0-854	GEN FUND-APPRAISAL FEES	$299,843.41
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO WIDE ADM-CONTINGENCY to GEN FUND-APPRAISAL FEES to fund appraisal fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-11297 **21.G.**

Interdept. Transfer
CC REGULAR

Date: 09/23/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration to Computer Department (1100) in the amount of $41,973.94.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funds available as of 09/19/08.

Attachments

Link: Interdept Transfer
Link: Attachment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/19/2008 02:38 PM	APRV
2	Erika Reyna	Erika Reyna	09/19/2008 03:17 PM	APRV
3	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Veronica Lopez			Started On: 09/19/2008 01:34 PM	
Final Approval Date: 09/19/2008				

DATE: September 19, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Computer Dept.

ACCOUNT NUMBER: 8-1100-415-00-XXX-002-0-XXX

2008
Transfer
AI-11297

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	(41,973.94)
TO		
8-1100-415-00-200-002-0- 336	Computer Dept- Computer Services	30,802.13
8-1100-415-00-200-002-0- 431	Computer Dept- Bldg R&M Services	11,171.81
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Transfer needed to cover support for Co Wide telephone support and to cover cabling for the Longoria House (so that ROW many move to that location).

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

ShoreCare™

Support Agreement

Prepared for ShoreTel Customer: Hidalgo County

	Qty	Port/Client Count	List Price*	Enterprise Support 1Yr
SWITCH SOFTWARE				
ShoreGear 40/8	10	80	$ 19,950	$ 798.00
ShoreGear 60/12	11	132	$ 32,945	$ 1,317.80
ShoreGear 120/24	26	624	$ 129,870	$ 5,194.80
ShoreGear 24A	–	–	$ -	$ -
ShoreGear 30	–	–	$ -	$ -
ShoreGear 50	–	–	$ -	$ -
ShoreGear 90	–	–	$ -	$ -
ShoreGear T1	10	–	$ 34,950	$ 1,398.00
ShoreGear T1k	–	–	$ -	$ -
ShoreGear 220T1	–	–	$ -	$ -
ShoreGear 220T1A	–	–	$ -	$ -
SHORETEL APPLICATION SERVER				
Extension & Mailbox License	1,424	1,424	$ 284,800	$ 45,568.00
Extension-only License	137	137	$ 19,180	$ 3,068.80
Mailbox-only License	–	–	$ -	$ -
Add'l Language License	–	–	$ -	$ -
Softphone License (versions 7.5 and earlier)	40	–	$ 6,000	$ 960.00
SIP Trunk Software License	–	–	$ -	$ -
SIP Device License (version 8.0 software)	–	–	$ -	$ -
SIP Trunk to SIP Device Conversion License	–	–	$ -	$ -
Distributed Voice Services License	8	–	$ 7,960	$ 1,273.60
MultiSite License	55	55	$ 54,725	$ 8,756.00
Additional Site License	–	–	$ -	$ -
ShoreTel TAPI Application Server License	–	–	$ -	$ -
ShoreTel Remote Web Reporting License	8	8	$ 21,560	$ 3,449.60
Branch Office Solution (DVS License + Site License + Server)	–	–	$ -	$ -
Base, Audio Conference HW and SW with 12 Ports	–	–	$ -	$ -
Base, Audio & Web Conference HW and SW with 12 Ports	–	–	$ -	$ -
Add-on, Audio Conference SW (12 Ports)	–	–	$ -	$ -
Add-on, Audio & Web Conference SW (12 Ports)	–	–	$ -	$ -
Add-on, Audio & Document Sharing SW (12 Ports) (version 4.5 only)	–	–	$ -	$ -
Base, Conference Bridge Upgrade, 1st 12 Web Ports (req Conf Brg Rel 5.6)	–	–	$ -	$ -
Base, Conference Bridge Upgrade, additional 12 Web Ports	–	–	$ -	$ -
Upgrade, 12 Document Ports to Application Sharing	–	–	$ -	$ -
CONTACT CENTER				
Personal Call Manager (versions 7.5 and earlier)	–	N/A	$ -	$ -
Operator Call Manager (versions 7.5 and earlier)	12	N/A	$ 7,140	$ 1,142.40
Agent Call Manager (versions 7.5 and earlier)	–	N/A	$ -	$ -
Supervisor Call Manager (versions 7.5 and earlier)	90	N/A	$ 53,550	$ 8,568.00
Professional Call Manager (version 8.0)	–	N/A	$ -	$ -
Personal Call Manager (version 8.0)	–	N/A	$ -	$ -
Operator Call Manager (version 8.0)	–	N/A	$ -	$ -
Agent Call Manager (version 8.0)	–	N/A	$ -	$ -
Supervisor Call Manager (version 8.0)	–	N/A	$ -	$ -
Mobile Call Manager (requires ShoreTel v7.5 or later)	–	N/A	$ -	$ -
SALESFORCE.COM Call Center Adaptor Software	–	N/A	$ -	$ -
SALESFORCE.COM Call Center Adaptor Software (upgrade)	–	N/A	$ -	$ -
ShoreTel Netsuite CRM Integration Software	–	N/A	$ -	$ -
ShoreTel Microsoft Dynamics CRM Integration	–	N/A	$ -	$ -
ShoreTel Microsoft Dynamics CRM Integration (w/o web dialer)	–	N/A	$ -	$ -
ShoreTel Web Dialer	–	N/A	$ -	$ -
ShoreTel Contact Center Package (See Contact Center sheet)	–	N/A	$ -	$ -
Sm. Business Edition Upgrade to Enterprise Ed.	–	N/A	$ -	$ -
			SUBTOTAL Support Price:	$ 81,495.00
			TOTAL Discounts:	$ 8,149.50
			TOTAL Support Price of All ShoreTel Products:	$ 73,345.50

Acct # 8-1100-415-00-200-002-0-336

Available Balance 42,543.37

ShoreTel Confidential

STARR TELECOMMUNICATIONS ETC, LLC

Estimate

304 W Veterans Dr.
Palmview, TX 78572

Date	Estimate #
9 8 2008	[illegible]

Name / Address
HIDALGO COUNTY 100 S.CLOSNER EDINBURG, TEXAS 78539 LONGORIA HOUSE

Don't have money...

Project

Item	Description	Qty	Rate	Total
HC C5NP EX	COPPER:CAT 5e NON PLENUM- EXPEDITED (SAME BUILDING DIFFERENT LOCATIONS)	85	93.00	7,905.00
HC M-48PP 5	MISC:CAT 5e 48 PORT PATCH PANEL	3	325.00	975.00
HC M NP WM	MISC:NEAT PATCH CABLE MANAGER W PATCH CABLE KIT	3	195.00	585.00
HC FO 6S MM A	FIBER OPTIC: 6 STAND MULTI-MODE ARMORED EXPEDITED	400	3.25	1,300.00
HC FO 6PK T	FIBER OPTIC:TERMINATIONS	24	25.00	600.00
HC FOM 6P	FIBER OPTIC MISC: ST 6 PAK	4	30.75	123.00
HC FMR O	FLOOR MOUNT RACK: FLOOR MOUNT OPEN RACK	3	165.00	495.00
HC FMR I	FLOOR MOUNT RACK:FLOOR MOUNT RACK INSTALLATION	3	125.00	375.00
HC FMR LRA	FLOOR MOUNT RACKS:LADDER RACK ASSEMBLY	3	180.00	540.00
HC FMR LRA I	FLOOR MOUNT RACKS:LADDER RACK INSTALLATION	3	100.00	300.00
HC FMR VCM	FLOOR MOUNT RACKS: VERTICAL CABLE MANAGEMENT	3	225.00	675.00
HC MISC	MISC: J HOOKS WALL HANGERS	10	3.75	37.50
HC MISC	MISC: CABLE SUPPORT SADDLES	6	15.75	94.50
HC MISC	MISC: WIRE MOLD RACEWAY	300	4.00	1,200.00
HC MISC	MISC: CONCRETE PENETRATIONS	6	65.00	390.00
HC MISC	MISC: FIRE WALL PENETRATIONS	6	45.00	270.00

ALL PRICES AND COSTS ARE GOOD FOR 30 DAYS

Subtotal	$15,865.00
Sales Tax (8.25%)	$0.00
Total	$15,865.00

956.580.1333 Phone
956.519.7859 Fax

Acct # 8-1100-415-00-200-002-0-431
Available Balance $4,693.19

AI-11298 **21.H.**

Salary Sweep as of September 19, 2008
CC REGULAR

Date: 09/23/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Requesting authorization and approval to transfer General Fund lapsed salaries and related fringe benefits from various departments to the Countywide Administration - Contingency account. The sweep includes salaries, fica, retirement, and unemployment compensation.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/19/2008 02:25 PM	APRV
2	Budget & Management	Veronica Lopez	09/19/2008 02:40 PM	APRV
3	Veronica Lopez	Veronica Lopez	09/19/2008 02:42 PM	APRV
4	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Ivan Cantu			Started On: 09/19/2008 02:10 PM	
Final Approval Date: 09/19/2008				

AI-11302 **22.D.**

Claim of Marisol Garcia
CC REGULAR

Date: 09/23/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Marisol Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/19/2008 04:09 PM	APRV
2	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Norma Silva			Started On: 09/19/2008 03:49 PM	
Final Approval Date: 09/19/2008				

AI-11304 **22.E.**

Case No. CV06-5849 PSG (PLA)

CC REGULAR

Date: 09/23/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Case No. CV06-5849 PSG (PLA); Gibson & Company Insurance Brokers, Inc. a California corporation and other similarly situated vs QFA Royalties LLC, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Norma Silva Started On: 09/19/2008 04:58 PM

Final Approval Date: 09/19/2008

AI-11303 **23.D.**

Claim of Marisol Garcia
CC REGULAR

Date: 09/23/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Marisol Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/19/2008 04:09 PM	APRV
2	Auditor's Office		09/19/2008 05:14 PM	NEW
Form Started By: Norma Silva			Started On: 09/19/2008 03:50 PM	
Final Approval Date: 09/19/2008				

AI-11305 **23.E.**

Case No. CV06-5849 PSG (PLA)

CC REGULAR

Date:	09/23/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Area:	Open Session

Information

CAPTION

Case No. CV06-5849 PSG (PLA); Gibson & Company Insurance Brokers, Inc. a California corporation, and others similarly situated vs QFA Royalties LLC, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Norma Silva	Started On: 09/19/2008 05:00 PM
Final Approval Date: 09/19/2008	