

**AI-9044**

**4.**

**Banker Weir to Inspiration Rd. Mission Levee  
DRAINAGE DISTRICT**

Date: 04/29/2008  
Submitted By: Jaime Salazar, DRAINAGE DISTRICT  
Submitted For: Jaime Salazar  
Department: DRAINAGE DISTRICT

Information

**CAPTION**

Requesting approval to accept and award contract to the lowest bidder meeting all requirements and specifications for Bid No: 08-005-04-23 "Mission Levee Improvements Project / Banker Weir to Inspiration Rd." subject to receipt of bond proceeds on or about May 6, 2008.

**BACKGROUND**

Fiscal Impact

Attachments

*No file(s) attached.*

Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	04/25/2008 03:11 PM	APRV
2	Court Administrator	Monica Badillo	04/25/2008 03:48 PM	APRV
Form Started By: Jaime Salazar			Started On: 04/23/2008 04:20 PM	
Final Approval Date: 04/25/2008				

**AI-9033**

**5.**

**Pharr McAllen**

**DRAINAGE DISTRICT**

Date: 04/29/2008

Submitted By: Lora Briones, DRAINAGE DISTRICT

Submitted For: Godfrey Garza Jr.

Department: DRAINAGE DISTRICT

---

Information

**CAPTION**

Request approval of Payment Request No. 5 and 6 to Summit Contracting, Ltd. (Final and Release of Retain age) for the Construction of the Pharr-McLean South Drain (Phase I).

**BACKGROUND**

---

Fiscal Impact

---

Attachments

Link: [Summit #5 & #6](#)

---

Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	04/25/2008 10:11 AM	APRV
2	Court Administrator	Monica Badillo	04/25/2008 10:24 AM	APRV

Form Started By: Lora Briones  
Started On: 04/23/2008 03:05 PM

Final Approval Date: 04/25/2008

---

Summit Contracting, Ltd.  
 Post Office Box 169  
 Weslaco, Texas 78599



APR - 1 2008

MARCH 31, 2008

Summit Contracting, Ltd.  
 P.O. Box 169  
 Weslaco, TX 78599-0169

Construction Estimate Number 5  
 For Period Ended MARCH 31, 2008

Hidalgo County  
 Pharr-McAllen South Drain (Phase I)  
 Project No. 07-013-09-05  
 SCI 06-07

**TO DATE:**

Total Work Done as of MARCH 31, 2008		529,084.11
Less Retainage		52,908.41
Less Special Deductions	10.0%	0.00
Amounts Due to Date		<u>476,175.70</u>

**PREVIOUS:**

Total Work Done as of FEBRUARY 29, 2008		481,850.61
Less Retainage		46,165.06
Less Special Deductions	10.0%	0.00
Previous Payments		<u>415,485.55</u>

**CURRENT PERIOD:**

Work Done This Period		67,433.50
Less Retainage		6,743.35
Less Special Deductions		0.00
Amount Due This Estimate		<u>60,690.15</u>

Joint checks made payable to  
 Summit Contracting, Ltd. and

Summit Contracting, Ltd.

0.00

60,690.15

**SCI USE ONLY**

Construction Estimate Monthly Distribution:

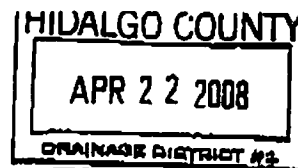
EER Gross Earnings	67,433.50
2002 Retainage	(6,743.35)
1200 Deductions	0.00
Net Amount	<u>60,690.15</u>

Submitted by Contractor:

*[Signature]*  
 S & B Infrastructure

Approved by Owner:

Hidalgo County Drainage District No. 1



**Contractor:**  
 Summit Contracting, Ltd.  
 P.O. Box 169  
 Weslaco, TX 78599-0169

**Project No. 07-013-09-05**  
**Description** Hidalgo County, Pharr-McAllen South Drain (Phase I)  
**Period:** MARCH 31, 2008  
**Estimate # 5**  
**Date:** 03/28/2008  
**Time:** 11:52 AM

**Subcontractor:**  
 Summit Contracting, Ltd.  
 Post Office Box 169  
 Weslaco, Texas 78599

Item	Description	Estimated Quantity	Unit	Unit Price	Previous Payments		Current Period		Contract to Date		Percent Complete
					Quantity	Amount	Quantity	Amount	Quantity	Amount	
31	TRENCH EXCAV PROTECTION	1,889.00	LF	1.000	1,669.00	1,889.00	0.00	0.00	1,689.00	1,689.00	100.00%
31	CUT AND RESTORE PAVEMENT	46.00	SY	70.000	59.00	3,920.00	0.00	0.00	59.00	3,920.00	124.44%
35	RIPRAP (CONC)(CL B)	185.00	CY	450.000	335.30	150,885.00	0.00	0.00	335.30	150,885.00	181.24%
35	RIPRAP (STONE)(12 IN)	131.00	CY	40.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
39	WATERWAY EMBANKMENT (CHANNEL)	25,920.00	CY	5.000	14,717.00	73,689.00	2,017.00	10,085.00	16,734.00	83,670.00	64.56%
39	EXCAVATION (CHANNEL)	20,572.00	CY	1.500	15,851.00	23,928.50	783.00	1,174.50	18,734.00	25,101.00	81.34%
60	EXTEND CONC STRUCT (CL CYCULV) to Pt. x 8	89.00	LF	420.000	89.00	37,380.00	(89.00)	(37,380.00)	0.00	0.00	0.00%
60	CONC BOX CULV (5 FT X 5 FT)	152.50	LF	180.000	152.50	27,450.00	(152.50)	(27,450.00)	0.00	0.00	0.00%
60	RC PIPE (30 IN)	1,609.00	LF	29.000	1,609.00	46,981.50	0.00	0.00	1,609.00	46,981.50	100.00%
60	INLET (DOWNDRAIN)(24 IN) W/GRATE	7.00	EA	3,500.000	7.00	24,500.00	0.00	0.00	7.00	24,500.00	100.00%
60	WINGWALL (SW-O)(H=7 FT)	2.00	EA	12,000.000	2.00	24,000.00	0.00	0.00	2.00	24,000.00	100.00%
60	WINGWALL (SW-O)(H=8 FT)	2.00	EA	12,000.000	2.00	24,000.00	0.00	0.00	2.00	24,000.00	100.00%
60	REMOVE STRUCT (PIPE)	52.00	EA	10.000	52.00	520.00	0.00	0.00	52.00	520.00	100.00%
	INVOICE										
	SAND		CY	15.100	48.08	725.71	0.00	0.00	48.08	725.71	
	CEMENT BAGS		EA	9.760	70.00	682.50	0.00	0.00	70.00	682.50	
	CHANGE ORDER NO. 1										
1	EXTEND CONC STRUCT (CL CYCULV)(10X8)		LF	891.000	0.00	0.00	89.00	71,289.00	89.00	71,289.00	
2	CONC BOX CULV (5X5)		LF	326.000	0.00	0.00	152.50	49,715.00	152.50	49,715.00	
	CHANGE ORDER NO. 2										
1	EMBANKMENT HAUL - NORTH END	2,838.00	CY	2.800	2,838.00	7,948.40	0.00	0.00	2,838.00	7,948.40	100.00%
2	EMBANKMENT HAUL - EL GATO RD.	2,509.00	CY	5.500	2,509.00	13,799.50	0.00	0.00	2,509.00	13,799.50	100.00%
	<b>TOTALS</b>					<b>481,650.61</b>		<b>67,433.50</b>		<b>529,084.11</b>	

Summit Contracting, Ltd.  
 Post Office Box 169  
 Weslaco, Texas 78599

APRIL 18, 2008

Summit Contracting, Ltd.  
 P.O. Box 169  
 Weslaco, TX 78599-0169

Construction Estimate Number 6 & FINAL  
 For Period Ended APRIL 18, 2008

Hidalgo County  
 Pharr-McAllen South Drain (Phase I)  
 Project No. 07-013-09-05  
 SCI 06-07

**TO DATE:**

Total Work Done as of APRIL 18, 2008		529,084.11
Less Retainage	0.0%	0.00
Less Special Deductions		0.00
<b>Amounts Due to Date</b>		<b>529,084.11</b>

**PREVIOUS:**

Total Work Done as of MARCH 31, 2008		529,084.11
Less Retainage	10.0%	52,908.41
Less Special Deductions		0.00
<b>Previous Payments</b>		<b>476,175.70</b>

**CURRENT PERIOD:**

Work Done This Period		0.00
Less Retainage		(52,908.41)
Less Special Deductions		0.00
<b>Amount Due This Estimate</b>		<b>52,908.41</b>

Joint checks made payable to  
 Summit Contracting, Ltd. and

0.00

Summit Contracting, Ltd.

52,908.41

**SCI USE ONLY**

Construction Estimate Monthly Distribution:

ERR Gross Earnings	0.00
2022 Retainage	52,908.41
1200 Deductions	0.00
Net Amount	52,908.41

Submitted by Contractor:

  
 Summit Contracting, Ltd.

Recommended by Engineer:

  
 S & B Infrastructure

Approved by Owner:

Hidalgo County Drainage District No. 1

**Contractor:**

Summit Contracting, Ltd.  
P.O. Box 169  
Weslaco, TX 78599-0169

Project No. 07-013-08-05

Description Hidalgo County, Pharr-McAllen South Drain (Phase I)

Period: APRIL 18, 2008

Estimate # 6 & FINAL

Date: 04/18/2008

Time: 11:54 AM

**Subcontractor:**

Summit Contracting, Ltd.  
Post Office Box 169  
Weslaco, Texas 78599

Item	Description	Estimated Quantity	Unit	Unit Price	Previous Payments		Current Period		Contract to Date		Percent Complete
					Quantity	Amount	Quantity	Amount	Quantity	Amount	
31	TRENCH EXCAV PROTECTION	1,689.00	LF	1.000	1,689.00	1,689.00	0.00	0.00	1,689.00	1,689.00	100.00%
60	CONC BOX CULV (8 FT X 5 FT)	152.50	LF	180.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
60	RC PIPE (30 IN)	1,609.00	LF	29.000	1,609.00	48,661.00	0.00	0.00	1,609.00	48,661.00	100.00%
60	INLET (DOWNDRAIN)(24 IN) W/GRATE	7.00	EA	3,500.000	7.00	24,500.00	0.00	0.00	7.00	24,500.00	100.00%
60	WINGWALL (SW-O)(H=7 FT)	2.00	EA	12,000.000	2.00	24,000.00	0.00	0.00	2.00	24,000.00	100.00%
60	WINGWALL (SW-O)(H=8 FT)	2.00	EA	12,000.000	2.00	24,000.00	0.00	0.00	2.00	24,000.00	100.00%
60	REMOVE STRUCT (PIPE)	52.00	EA	10.000	52.00	520.00	0.00	0.00	52.00	520.00	100.00%
	INVOICE										
	SAND		CY	15.100	48.08	725.71	0.00	0.00	48.08	725.71	
	CEMENT BAGS		EA	0.760	70.00	682.50	0.00	0.00	70.00	682.50	
	CHANGE ORDER NO. 1										
1	EXTEND CONC STRUCT (CULV)(10X5)		LF	801.000	89.00	71,289.00	0.00	0.00	89.00	71,289.00	
2	CONC BOX CULV (8X5)		LF	328.000	152.50	49,715.00	0.00	0.00	152.50	49,715.00	
	CHANGE ORDER NO. 2										
1	EMBANKMENT HAUL - NORTH END	2,838.00	CY	2.800	2,838.00	7,946.40	0.00	0.00	2,838.00	7,946.40	100.00%
2	EMBANKMENT HAUL - EL GATO RD.	2,509.00	CY	5.500	2,509.00	13,799.50	0.00	0.00	2,509.00	13,799.50	100.00%
	TOTALS					520,084.41		0.00		520,084.41	

**"PHARR-MCALLEN SOUTH DRAIN (PHASE I)"**  
Hidalgo County Drainage District No. 1  
Contract Number: 07-013-09-05

**FORM 1.8**

The State of Texas §  
§  
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE  
OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.**

BENITO SALINAS, JR., the undersigned Principal of SUMMIT CONTRACTING, LTD., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County Drainage District No. 1, Owner, arising out of the construction of **Contract No. 07-013-09-05 "Pharr-McAllen South Drain (Phase I)" Project.**

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

- 1. NONE
- 2.
- 3.
- 4.

**CONTRACTOR:** SUMMIT CONTRACTING, LTD.

Signature: [Signature] Date: APRIL 21, 2008

Name / Title: BENITO SALINAS, JR., VICE PRESIDENT OF MORELAND MANAGEMENT, LLC, GENERAL PARTNER

Address: 2210 N. VO-TECH DRIVE, WESLACO, TEXAS 78596  
(Street, City, State, Zip)

Subscribed and sworn to before me this 21ST day of APRIL, ~~2007~~ <sup>2008</sup>.

By: [Signature], Notary Public in and for  
Hidalgo County, Texas.  
My commission expires 08-04-2009.



"PHARR-MCALLEN SOUTH DRAIN (PHASE I)"  
Hidalgo County Drainage District No. 1  
Contract Number: 07-013-09-05

FORM I.6  
AFFIDAVIT AND WAIVER OF LIEN  
CONTRACTOR

The State of Texas §  
                                  §  
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE  
OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.**

BENITO SALINAS, JR., the undersigned Principal of SUMMIT CONTRACTING, LTD., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract No. 07-013-09-05 "Pharr-McAllen South Drain (Phase I)"**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: SUMMIT CONTRACTING, LTD.

Signature: [Signature] Date: APRIL 21, 2008

Name / Title: BENITO SALINAS, JR., VICE PRESIDENT OF MORELAND MANAGEMENT, LLC, GENERAL PARTNER

Address: 2210 N. VO-TECH DRIVE, WESLACO, TEXAS 78596  
(Street, City, State, Zip)

Subscribed and sworn to before me this 21ST day of APRIL, 2008.  
By: [Signature] Notary Public in and for  
Hidalgo County, Texas.  
My commission expires 08-04-2009.



Apr-22-2008 10:22am From-  
04/18/2008 14:29 SUMMIT CONTRACTING → 5845847

T-172 P 001/001 F-070  
NO. 532 002

"PHARR-MCALLEN SOUTH DRAIN (PHASE I)"  
Hidalgo County Drainage District No. 1  
Contract Number: 07-013-09-08

FORM 1.7  
**RELEASE AND WAIVER OF CLAIMS BY  
SUBCONTRACTORS AND PRODUCT VENDORS**

County of Hidalgo 8

**AND SUBMITTED PRIOR TO FINAL PAYMENT.**

Erica Bnavaides the undersigned Principal of RIO VALLEY PIPE  
Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo  
County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors,  
payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance,  
and other liabilities in the performance of subcontract for furnishing labor or products in the construction of  
Contract No. 07-013-09-08 "Pharr-McAllen South Drain (Phase I)", Project, have been paid in full or  
that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor /  
Vendor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, and  
SUMMIT CONTRACTING, LTD. Contractor, from any rights or claims (including lien rights) for debts due and  
owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: RIO VALLEY PIPE

Signature: [Signature] Date: 4/22/08

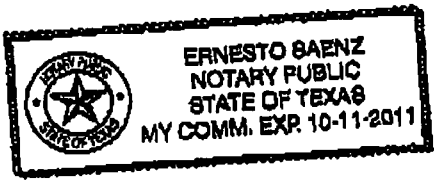
Name / Title: Controller

Address: 7301 W. Exp 83 Mission, TX  
(Street, City, State, Zip)

Subscribed and sworn to before me this 22<sup>ND</sup> day of APRIL, 2008

By: [Signature], Notary Public in and for  
Hidalgo County, Texas.

My commission expires October 11, 2011



**AI-9022**

**6.**

**temps**

**DRAINAGE DISTRICT**

Date: 04/29/2008  
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT  
Submitted For: Sylvia Sanchez  
Department: DRAINAGE DISTRICT

---

Information

CAPTION

Approval to hire 8 -10 temporary employees @ \$8.00 an hour, not to exceed six months.

BACKGROUND

(No impact to budget, funding appropriated during budget process last year)

---

Fiscal Impact

---

Attachments

*No file(s) attached.*

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/24/2008 11:12 AM	APRV
2	Court Administrator	Monica Badillo	04/24/2008 11:31 AM	APRV

Form Started By: Sylvia Sanchez  
Started On: 04/23/2008 11:29 AM

Final Approval Date: 04/24/2008

---

**AI-9031**  
**interlocal**  
**DRAINAGE DISTRICT**

**7.**

Date: 04/29/2008  
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT  
Submitted For: Sylvia Sanchez  
Department: DRAINAGE DISTRICT

---

Information

CAPTION

A. Approval of Interlocal Cooperation Agreement Between Hidalgo County Irrigation District #2 and Hidalgo County Drainage District #1` as it relates to East Hidalgo Drain.

B. Approval to accept TML equity check from workers compensation, liability and property funds.

BACKGROUND

---

Fiscal Impact

---

Attachments

Link: [Interlocal agreement](#)

Link: [TML equity check](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/24/2008 01:30 PM	APRV
2	Court Administrator	Monica Badillo	04/24/2008 03:42 PM	APRV

Form Started By: Sylvia Sanchez

Started On: 04/23/2008 02:47 PM

Final Approval Date: 04/24/2008

---

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. 2  
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS Agreement is made on this the 17<sup>th</sup> day of April 2008, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as "Drainage District" and **HIDALGO COUNTY IRRIGATION DISTRICT NO 2**, hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Drainage District, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

**WHEREAS**, Irrigation District owns property consisting of a drainage facility extending from U. S. 281 Highway North to the International Boundary Water Commission, (the "Ditch") for the purpose of the drainage, the description of which is attached hereto as Exhibit A;

**WHEREAS**, the majority of the drainage water that enters into the Ditch originates from Hidalgo County;

**WHEREAS**, Drainage District desires to enter the property owned by the Irrigation District for the purpose of acquisition of additional right of way in the name of the Drainage District and expanding the width of the Ditch to provide better drainage for the areas of the Drainage District;

**WHEREAS**, Drainage District will expand the Ditch in accordance with plans and specifications approved by Irrigation District;

**WHEREAS**, Drainage District further desires to maintain the Ditch in order for the Ditch to adequately serve the drainage needs of the Drainage District;

**WHEREAS**, Irrigation District will benefit from the improvements to the Ditch and the Drainage District's maintenance thereof;

**WHEREAS**, Drainage District has determined it would be in the best interest of County residents for the Drainage District to expand and maintain the Ditch described above;

**NOW, THEREFORE,** Drainage District and Irrigation District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The Irrigation District, grants permission to the Drainage District to enter its property for the purpose of acquisition of additional right of way in the name of Drainage District and to expand the width of the Ditch as well as maintaining the Ditch from U. S. 281 Highway North to the International Boundary Water Commission Pilot Channel.
2. The acquisition of additional right of way for the expansion of the Ditch will be the responsibility and cost of the Drainage District.
3. The design for the improvements and expansion of the Ditch will be the responsibility and cost of the Drainage District.
4. Drainage District shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance of the Ditch. Should Irrigation District, in its sole discretion, determine the Ditch is not maintained properly, Irrigation District may, upon 30 days notice to the Drainage District propose termination of this Agreement, and if Drainage District fails to cure, in the sole determination of the Irrigation District, within 60 days following the date of such notice, Irrigation District may terminate this Agreement, by notice to the Drainage District.
5. This Agreement shall remain in effect so long as the Drainage District maintains the Ditch unless otherwise terminated under other provisions hereof. Drainage District may give Irrigation District notice that it no longer desires to maintain the Ditch, in which case this Agreement shall terminate, except as to those obligations specifically surviving the termination.
6. Drainage District, to the extent allowed by law, will indemnify Irrigation District for any damages caused by its maintenance or failure to maintain the Ditch.
7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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.
8. **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 hereof.

9. **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 the Drainage District and Irrigation District and not otherwise.
10. **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. § 271.903.
11. **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.
12. **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 Drainage District:

Hidalgo County Drainage District No. 1  
Attention: Godfrey Garza, Jr.  
902 Doolittle Road  
Edinburg, Texas 78541

If to Irrigation District:

Hidalgo County Irrigation District No. 2  
Attention: Board of Directors  
P. O. Box 6  
San Juan, Texas 78589

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.

13. **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.
14. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **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.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and Irrigation District have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and Irrigation District in accordance with its terms.
19. **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.

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

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge

**HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**

By: Allen Arredondo  
BOARD PRESIDENT

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain  
Stephen L. Crain

Blanca Cervantes  
By: Attorney for Hidalgo County Irrigation District No. 2



**AI-9064**

**8.**

**TPCN**

**DRAINAGE DISTRICT**

Date: 04/29/2008  
Submitted By: Jaime Salazar, DRAINAGE DISTRICT  
Submitted For: Jaime Salazar  
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of Participating Agreement authorizing Hidalgo County Drainage District No.1 in becoming a member of The Cooperative Purchasing Network (TPCN) a Texas Government Agency thus allowing the District to purchase goods and services. (NO membership fees).

B. Pursuant to the Board of Director's approval of the Participating Agreement with The Cooperative Purchasing Network (TPCN), requesting approval to purchase video teleconferencing equipment from (CDW-G contract # R4713).

BACKGROUND

Fiscal Impact

Attachments

Link: [TPCN](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/25/2008 10:08 AM	APRV
2	Court Administrator	Monica Badillo	04/25/2008 10:24 AM	APRV

Form Started By: Jaime Salazar  
Started On: 04/24/2008 03:50 PM

Final Approval Date: 04/25/2008

PARTICIPATING AGREEMENT

Hidalgo County Drainage Dist. #1

This Agreement is entered into 04.29.08 (date), by and between HCOO#1 (agency), and The Cooperative Purchasing Network/Region 4 ESC (TCPN), a Texas government agency administering a cooperative purchasing program. The purpose of this Agreement is to allow HCOO#1 (agency) to purchase commodities and/or services under the same terms, conditions and prices as is available to all TCPN participants.

With respect to this Participating Agreement, HCOO#1 (agency) and TCPN, agree to the following:

1. TCPN has secured the contractor's agreement to provide commodities and/or services to it's non-Texas members under the terms, conditions and prices as contracted for Texas governmental entities.
2. TCPN has reviewed the contracts and determined that it complies with any and all applicable rules, regulations and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
3. It is the responsibility of the non-Texas entity to ensure that their state procurement statutes allow their participation in out-of-state contracts.
4. The authorized participant entity shall issue any and all purchase orders or other applicable authorizations for purchases made on it's behalf to TCPN contractors.
5. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by TCPN participant shall be the exclusive obligation of the participant.
6. The exercise of any rights or remedies by TCPN and/or its participants shall be the exclusive obligation of TCPN and/or its participants.
7. Failure of participant to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other contract user to exercise its own rights and remedies.
8. HCOO#1 (agency) shall provide TCPN with a copy of any contract/purchase order based on a TCPN contract.
9. TCPN makes the contract available to TCPN participating entities "as is," and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
10. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties to the Agreement.
11. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item 13 below, or expiration of.
13. Either party to this Agreement may terminate the Agreement by giving thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

The following authorized parties have executed this agreement on behalf of their respective agencies.

For TCPN

For HCDD #1 (AGENCY)

Signature

Authorized Signature

\_\_\_\_\_  
Deputy Director, Financial Services/CFO  
Region 4 Education Service Center  
7145 West Tidwell  
Houston, TX 77092-2096

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

JAIME J. SALAZAR  
Contact Person

Buyer  
Title of Contact

902 N. DOOLITTLE  
Street Address

EDINBURG TX 78541  
City, State, and Zipcode

(956) 292-7080  
Phone

(956) 292-7089  
Fax

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF \_\_\_\_\_ (ENTITY), \_\_\_\_\_ (CITY), TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE REGION 4 EDUCATION SERVICE CENTER, WHICH SPONSORS THE COOPERATIVE PURCHASING NETWORK (TCPN), PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING \_\_\_\_\_ (NAME AND/OR TITLE), AS OFFICIAL REPRESENTATIVE OF THE \_\_\_\_\_ (ENTITY) RELATING TO THE PROGRAM.

WHEREAS, the Commissioners Court of the \_\_\_\_\_ (Entity) has been presented a proposed Interlocal Agreement by and between the Region 4 Education Service Center, which sponsors The Cooperative Purchasing Network, and the \_\_\_\_\_ (Entity) and found to be acceptable and in the best interests of the \_\_\_\_\_ (Entity) and its citizens, are hereby in all things approved.

WHEREAS, the \_\_\_\_\_ (Entity) of \_\_\_\_\_ (City), Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the described purchasing program sponsored by the Region 4 Education Service Center which is known as The Cooperative Purchasing Network, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE \_\_\_\_\_ (ENTITY), \_\_\_\_\_, Texas:

Section I. The Terms and conditions of the agreement having been reviewed by the Commissioners Court of the \_\_\_\_\_ (Entity) and found to be acceptable and in the best interests of the \_\_\_\_\_ (Entity) and its citizens are hereby in all things approved.

Section II. The \_\_\_\_\_ (Title/Name) of the \_\_\_\_\_ (Entity) under the direction of the Commissioners Court of the \_\_\_\_\_ (Entity) is hereby designated to act for the \_\_\_\_\_ (Entity) in all matters relating to The Cooperative Purchasing Network including the designation of specific contracts in which the \_\_\_\_\_ (Entity) desires to participate.

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

ATTEST:

(Authorized Signature)

\_\_\_\_\_

\_\_\_\_\_

(Title)

(Title)

**AI-9050**

**9.**

**Longevity Policy  
DRAINAGE DISTRICT**

Date: 04/29/2008  
Submitted By: Lora Briones, DRAINAGE DISTRICT  
Submitted For: Godfrey Garza Jr.  
Department: DRAINAGE DISTRICT

---

Information

**CAPTION**

A. Approval of Hidalgo County Drainage District No.1 Longevity Policy to recognize employee for their continued service and loyalty.

B. Approval of Budget amendment in the District's General Fund to provide funding for Longevity Policy.

**BACKGROUND**

---

Fiscal Impact

---

Attachments

Link: [budget amendment longevity](#)

---

Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	04/24/2008 03:33 PM	APRV
2	Court Administrator	Monica Badillo	04/24/2008 03:42 PM	APRV

Form Started By: Lora Briones

Started On: 04/23/2008 04:45 PM

Final Approval Date: 04/24/2008

---

**HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE**

NEWSPAPER ROUTE 111

EDINBURG, TEXAS 78041

(956) 318-2643

FAX (956) 318-2636



DATE: 04-29-08

DEPARTMENT HEAD: Godfrey Garza, Jr.

DEPARTMENT NAME: Drainage District No. One

ACCOUNT NUMBER: Fund 340- Payroll Fund

**SUBJECT: BUDGET AMENDMENT**  
In Accordance with Water Code, Chapter 49

HIDALGO COUNTY DRAINAGE DISTRICT #1 BOARD OF DIRECTORS

I would like to request the following amendments (increases) to my departmental budget in accordance with Water Code, Chapter 49.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
08-110-415-003-41130	Salaries Full Time	\$3,060
08-110-415-003-42200	FICA	\$235
08-110-415-003-42300	Retirement	\$304
08-110-415-003-42500	Unemployment Compensation	\$2
08-110-415-006-41130	Salaries Full Time	\$29,640
08-110-415-006-42200	FICA	\$2,268
08-110-415-006-42300	Retirement	\$2,944
08-110-415-006-42500	Unemployment Compensation	\$15
<b>TOTAL BUDGET INCREASE REQUEST</b>		<b>\$38,648</b>

REASON:

Budget Amendment to allocate monies for Longevity Pay Policy.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
BOARD OF DIRECTORS

\_\_\_\_/\_\_\_\_/\_\_\_\_  
DATE