

AI-9556

4.

Consulting Services for Group Health and Section 125 Voluntary Insurance Plans

DRAINAGE DISTRICT

Date: 06/03/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise a Request for Proposal for Consulting Services for :
A. Part I- Self-Funded Insured Group Health Program
B. Part II- Section 125 Voluntary Insurance Plans (Cafeteria Products) for eligible Hidalgo County employees of applicable programs, departments, agencies and/or inter-local agreement participants with publication of advertisement occurring after procurement packet (i.e. scope of work/services, requirements, qualifications and terms and conditions) has been reviewed and approved by Commissioner's Court, Executive Officer and/or legal counsel (as to form)- project no. 2008-195)

BACKGROUND

Expiring contracts: Initial one (1) year term, with County's option to renew & extend two (2) -one (1) year terms.

Fiscal Impact

Attachments

Link: [Hidalgo County Consultants Project](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/30/2008 02:33 PM	APRV
2	Court Administrator	Angela Garcia	05/30/2008 02:37 PM	APRV
Form Started By: Gricelda Villarreal			Started On: 05/29/2008 11:49 AM	
Final Approval Date: 05/30/2008				

The County of Hidalgo is seeking to enter into a contract(s) for the following services:

Part I: Self-Funded Insured Group Health: A Health Benefits Consultant that is licensed by the State of Texas, including licensed pursuant to Article 21.07-02 of the Insurance Code of 1951. Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said statute. The consultant is being engaged to assist the County in procuring group health benefits including Life, Accidental Death and Dismemberment for approximately 2,268 employees and elected officials, and the total number of participants is approximately 3,278. The County's current Group Health Benefits Plan with Life, Accidental Death and Dismemberment coverage expires on **January 31, 2009**.

Part II- Voluntary Insurance Plans: A Section 125 Voluntary Products Insurance Plans Consultant licensed by the State of Texas to assist the County in qualifying Voluntary Insurance Plans for possible selection by any of the approximately 2,500 employees, elected officials and/or directors.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Consulting Services for: Part I-Self-Funded Insured Group Health and Part II-Voluntary Insurance Plans for Employees-Hidalgo County" Consultant(s) 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 Consultant is the same as the one selected by Hidalgo County, the firm shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The consultants must prepare to devote sufficient staff and time to the County to monitor the current group health benefits provider and assure that replacement coverage is selected and in place by February 1, 2009. The Hidalgo County Purchasing Department will receive sealed envelopes containing request for proposals with qualifications for the provision of "**Consulting Services for: Part I- Self-Funded Insured Group Health and Part II- Voluntary Insurance Plans For Employees-Hidalgo County**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, _____, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No: 2008-195-00-00CGV

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, with a **Physical location of:** 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, _____, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____. **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 bidder 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 located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER'S AFFIDAVIT: Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying 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-COLLUSION: Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:

Submitters must submit completed form enclosed herein.

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.

PART I - SELF-FUNDED INSURED GROUP HEALTH:

FIRM QUALIFICATIONS: This section should contain the qualifications of the organization and the office location(s) involved. Additionally, this section should include:

- a. A description of the firm's personnel and their most recent similar projects;
- b. A summary example of at least one similar project with a county government;
- c. A minimum of three (3) client references for whom the same type of work or services was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes;
- d. A summary of the work plan, approach, tasks and outline of information that will be required from Hidalgo County;
- e. A typical schedule for the completion of this type of project; and
- f. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided;
- g. Pursuant to Article 21.07-2 of the Insurance Code of 1951, Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said stature along with all other State, Federal or local requirements.

This project is limited to five (5) pages.

PART II-VOLUNTARY INSURANCE PLANS:

FIRM QUALIFICATIONS:

- a. A description of the firm's personnel and their most recent similar projects;
- b. A summary example of at least one similar project with a county government;
- c. A minimum of three (3) client references for whom the same type of work or services was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes;
- d. A summary of the work plan, approach, tasks and outline of information that will be required from Hidalgo County;

This project is limited to five (5) pages.

Personnel and Staffing: The firm 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.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by the State of Texas and Hidalgo County. The Group Health Consultant firm(s) should add copies of their Professional Liability Insurance.

Understanding of the Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or 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.

HAND DELIVERED PROPOSALS: Hidalgo County requires submitters, when hand delivering request for proposals with qualifications, 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.

SECTION II RFP REQUIREMENTS

Request For Qualifications and Proposal: 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.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

SCOPE OF SERVICES: Compensation shall be made for services rendered on an "As Needed" Basis for Consultant Services for Part I.) Group Health Consultant; Part II.) Voluntary Insurance Plans. These services may include, but not be limited to, the following:

- a. Monitoring of current health benefits provider, through January 31, 2008.
- b. Information and data collection.
- c. Preparation of the Request for a Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP).
- d. Solicitation of qualified insurers and vendors.
- e. Analysis of responses.
- f. Selection of finalists; and
- g. Program implementation (effective 02-01-09).

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Proposer is to provide a fee proposal based on the scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III: SELECTION AND SCHEDULES

INSTRUCTIONS FOR SUBMITTING PROPOSALS:

Sealed Request for Proposals with qualifications must be submitted by no later than 9:30 a.m., on or before _____, 2008. Overnight mail must be also properly labeled on the outside of the Express Envelope or Package with reference to: RFP No: 2008-195-00-00CGV- "Consulting Services for: Part I- Self-Funded Insured Group Health and Part II- Voluntary Insurance Plans- For Employees-Hidalgo County".

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires the sealed proposals with qualification contain **one (1) original submittal and seven (7) copies of proposal and must be clearly identified and address for delivery to:**

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

2812 S. Business Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

Physical Location:

2802 S. Business Hwy 281
Hidalgo County New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

SELECTION PROCEDURES:

The RFP shall be submitted according to the program implementation date of February 1, 2009. The respondent should be able to submit a Cost Proposal on short notice at a later time. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background,

references, ability to provide requested services any other factors found necessary for quality services.

RFP/Scoring and Ranking:

- (A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County Request for Proposals.
- (B) After the proposals have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria (Exhibit B item 6), at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

Negotiation Process: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County Commissioner's Court will then enter into negotiations process with the tip ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with the firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFPs.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, _____, 2008.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, **Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation.**

EVALUATION CRITERIA
RFP 2008-195-00-00CGV

The evaluation criteria will include, but not be limited to, the items listed below:

1. Provide sufficient proof of financial stability to ensure continued service throughout the contract term. **25 points**
2. Cost: Provide the required turnkey system(s) at a reasonable cost. **20 points**
3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services. **20 points**
4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time. **20 points**
5. Provide sufficient professional background (references) indicative of outstanding, or exceptional, systems' performance in city, county and other entities in the area. **15 points**

AI-9560
Surplus '08
DRAINAGE DISTRICT

5.

Date: 06/03/2008
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to surplus the following:

- 1.) 1999 GMC PICK UP ASSET# 33323
- 2.) 1990 CHEVROLET 3500 WELDERS TRUCK ASSET# 29267
- 3.) 1986 DAYTON EMERGENCY GENERATOR ASSET# 16702
- 4.) 1994 MARLOW MOTOR PUMP ASSET# 27487
- 5.) 1999 SPEEDAIRE COMPRESSOR ASSET# 32700
- 6.) 1999 JOHN DEERE 1018 SHREDDER ASSET# 30112
- 7.) 1999 INTEK COMPRESSOR ASSET# 32700

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/30/2008 02:34 PM	APRV
2	Court Administrator	Angela Garcia	05/30/2008 02:37 PM	APRV

Form Started By: Jaime Salazar

Started On: 05/29/2008 03:14 PM

Final Approval Date: 05/30/2008

**Bank Accounts
DRAINAGE DISTRICT**

Date: 06/03/2008
Submitted By: Lora Briones, DRAINAGE DISTRICT
Submitted For: Lora Briones
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request authorization to create dual signatures for all District checking accounts and name authorized signers to be the District's Board of Directors, County Treasurer and the District's Financial Officer for depository accounts.

B. Request approval of Addendum to the Agreement for Financial Advisory Services DD -06-006-05-02 for assistance to the investment committee for the investments of the District's bond Proceeds.

C. Request approval of payment of invoices to Dannenbaum Engineering for professional engineering services in relation to the following DHS levee segments:

- 1. DHS segment 0-5, Invoice No. 441001/03/XV
- 2. DHS segment 0-7, Invoice No. 441002/03/XV
- 3. DHS segment 0-8, Invoice No. 441003/03/XV

D. Request approval to process a manual check to Dannenbaum Engineering pending approval from County Auditor and pending the electronic transfer of funds from the Department of Homeland Security (DHS).

BACKGROUND

Fiscal Impact

Attachments

Link: [Financial Advisory](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/30/2008 09:22 AM	APRV
2	Court Administrator	Angela Garcia	05/30/2008 09:27 AM	APRV
Form Started By: Lora Briones			Started On: 05/29/2008 10:33 AM	
Final Approval Date: 05/30/2008				

ESTRADA - HINOJOSA

I N V E S T M E N T B A N K E R S

May 13, 2008

Addendum to: AGREEMENT FOR FINANCIAL ADVISORY SERVICES DD-06-006-05-02

Ms. Lora Briones
Hidalgo County Drainage District #1
902 North Doolittle
Edinburg, TX 78541

Dear Ms. Briones:

On behalf of Estrada Hinojosa & Company, Inc. (*Estrada Hinojosa*), I thank the Hidalgo County Drainage District #1 (*District*) for this opportunity to assist in the investment of the District's debt proceeds.

Estrada Hinojosa will provide comprehensive service highlighted by:

- Strategic investment advice to achieve the District's objectives,
- Investment policy and procedure review and modification,
- Analysis of investment strategies,
- Thorough communication, and
- Integration of the arbitrage rebate regulations.

Estrada Hinojosa successfully performs these services by working to assist the District through:

Personal Commitment - Estrada Hinojosa's commitment to client service has made it a leading financial advisor. Our investment services builds on that commitment and dedicates the efforts of investment professionals with years and billions of dollars of experience.

Education - Estrada Hinojosa believes in solid, educated clients. Full discussion of investment options, development of beneficial investment provider relationships, and continuing education build better clients.

Independence - Estrada Hinojosa is uniquely positioned to independently assist in security/pool/fund analysis. There are no promotional advantages to any investment option, nor hidden agendas or back door marketing efforts that would jeopardize recommendations.

ESTRADA HINOJOSA & COMPANY, INC.
1717 Main Street
47th Floor, Lockbox 47 ■ Dallas, Texas 75201
(214) 658-1670 ■ (800) 676-5352 ■ Fax (214) 658-1671
Member NASD/SIPC

DALLAS

HOUSTON

SAN ANTONIO

SAN DIEGO

Our investment advisor role represents an activation of Section IV, paragraph 1 of the AGREEMENT FOR FINANCIAL ADVISORY SERVICES DD-06-006-05-02, dated May 2 2006. This paragraph states, "We will provide our advice as to the investment of proceeds of the Debt Instruments. We will, when so directed, purchase instruments authorized to be purchased and we will charge a normal and customary commission for each transaction."

Estrada Hinojosa will assist the District in developing and implementing an investment plan optimizing interest earnings during the construction period. It is anticipated that our services will include:

- Developing and analyzing projected expenditure patterns,
- Estimating expenditure period interest earnings,
- Determining any appropriate Investment Policy changes,
- Analyzing the effects of various investment strategies on potential arbitrage liability,
- Developing the *optimum* strategy,
- Reviewing the draw schedule and portfolio performance as the projects progress,
- Identifying potential arbitrage concerns, and
- Implementing any debt service fund investment strategies.

With the comprehensive nature of the services provided, it would be considered "normal and customary" to charge a fee based on the assets invested. Therefore, an annual fee of five basis points (.05%) of average quarter end investment balances is proposed. Said fee will be calculated, billed, and payable at the end of each quarter.

I hope that the information provided accurately outlines our capabilities and our desire to provide effective, responsive service to the District. Please contact Dick Long (888.853.3778) or me (800.676.5352) if there are any questions.

Sincerely,

Noe Hinojosa
Chief Executive Officer

Accepted by the Hidalgo County Drainage District #1:

By: _____

Dated: _____

ESTRADA HINOJOSA & COMPANY, INC.
1717 Main Street
47th Floor, Lockbox 47 ■ Dallas, Texas 75201
(214) 658-1670 ■ (800) 676-5352 ■ Fax (214) 658-1671
Member NASD/SIPC

DALLAS

HOUSTON

SAN ANTONIO

SAN DIEGO

AI-9551
Budget Amendment
DRAINAGE DISTRICT

7.

Date: 06/03/2008
Submitted By: Lora Briones, DRAINAGE DISTRICT
Submitted For: Lora Briones
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Approval of Budget Amendment to transfer amounts needed for continuance of Projects from the 2007 Bond Projects, Fund 131, no Budgetary Impact.

B. Request approval of Work Authorization to provide professional preliminary engineering service to:

1. DHS segments 0-6A Hidalgo Loop Levee from .75 miles S. of the Common Levee and 2.59 mile to Hidalgo Port of entry, Supplemental #4 to Work Authorization #12.

2. DHS segment 0-6B, 0.5 miles of Concrete Flood wall at New Levee Location South of Hidalgo Historical Pump Station, Supplemental #4 to Work Authorization #13.

3. DHS segment 0-6C, South of Hidalgo Historical Pump Station from the New Location Levee 0.77 miles east, Supplemental #4 to Work Authorization #14.

BACKGROUND

Fiscal Impact

Attachments

Link: [Budget Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/30/2008 09:25 AM	APRV
2	Court Administrator	Angela Garcia	05/30/2008 09:27 AM	APRV

Form Started By: Lora Briones
Started On: 05/29/2008 10:48 AM
Final Approval Date: 05/30/2008

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

802 NORTH DOOLITTLE

EDINBURG, TEXAS 78541

(956) 318-2643

FAX (956) 318-2639



DATE: 06-03-08

DEPARTMENT HEAD: Godfrey Garza, Jr.

DEPARTMENT NAME: Drainage District No. One

ACCOUNT NUMBER: Fund 131-2007 Bond Series-028,024,030 & 033

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
08-131-433-024-47110	Monte Cristo-ROW Acquired	(15,000)
08-131-433-028-47110	Jackson Drain-ROW Acquired	15,000
08-131-433-030-43340	Alamo Drain-Engineering	(4,000)
08-131-433-033-47330	Pharr McAllen-Drainage Ditches	4,000
TOTAL BUDGET INCREASE REQUEST		-0-

REASON:

Budget Amendment to transfer or re-allocate amounts needed for the continuation of Projects from the 2007 Bond Projects, Fund 131. No Budgetary Impact.

BOARD OF DIRECTORS

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

AI-9565

8.

Segments 7A, 9A and 10A

DRAINAGE DISTRICT

Date: 06/03/2008

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to rescind action taken May 19, 2008 on items 4A1 , 4A2. and 4A3 relating to the Flood Protection Structure, Supplemental Agreement's #5 to WA #'s 7, 9, 10.

B. Request approval of Supplemental Work Authorizations to provide Professional Engineering services for preliminary and final design phase in relation to the Hydraulics Wall extension, special services for field surveying and for the bid phase, construction and inspection services as it relates to the following segments:

1. DHS segment 0-7A (0.08 miles) Supplemental Agreement No.'s 5, 6 and 7 to Work Authorization No. 7.

2. DHS segment 0-9A (0.13 miles) Supplemental Agreement No.'s 5, 6 and 7 to Work Authorization No. 9.

3. DHS segment 0-10A (0.20 miles) Supplemental Agreement No.'s 5, 6 and 7 to Work Authorization No. 10.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/30/2008 02:36 PM	APRV
2	Court Administrator	Angela Garcia	05/30/2008 02:37 PM	APRV
Form Started By: Lora Briones			Started On: 05/29/2008 05:32 PM	

Final Approval Date: 05/30/2008

AI-9578

9.

IWO

DRAINAGE DISTRICT

Date: 06/03/2008
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT
Submitted For: Sylvia Sanchez
Department: DRAINAGE DISTRICT

Information

CAPTION

Consideration and approval to Individual Work Order (IWO) #4 with the International Boundary & Water Commission (IBWC), --Subject to legal review.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/30/2008 02:37 PM	APRV
2	Court Administrator	Angela Garcia	05/30/2008 02:37 PM	APRV

Form Started By: Sylvia Sanchez
Started On: 05/30/2008 10:44 AM
Final Approval Date: 05/30/2008

AI-9580

10.

**Inspiration Rd. to Abram Rd. Ad
DRAINAGE DISTRICT**

Date: 06/03/2008
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to advertise for "Mission Levee Improvements Project Inspiration Road to Abram Road".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/30/2008 02:37 PM	APRV
2	Court Administrator	Angela Garcia	05/30/2008 02:49 PM	APRV

Form Started By: Jaime Salazar Started On: 05/30/2008 01:51 PM

Final Approval Date: 05/30/2008

AI-9547

11.

Resolution

DRAINAGE DISTRICT

Date: 06/03/2008

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Submitted For: Norma Garcia

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of resolution authorizing participation in TexPool and designating authorized representatives

BACKGROUND

Fiscal Impact

Attachments

Link: [TexPool](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/29/2008 02:31 PM	APRV
2	Court Administrator	Angela Garcia	05/29/2008 02:46 PM	APRV

Form Started By: Fred Zamarripa
Started On: 05/29/2008 09:46 AM

Final Approval Date: 05/29/2008



Resolution
Authorizing Participation in TexPool
and
Designating Authorized Representatives

WHEREAS, Hidalgo County Drainage District Number 1

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool, for the purpose of transmitting local funds for investment in TexPool.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List the authorized representatives of the Participant. These individuals will be issued Personal Identification Numbers (PIN's) to transact business via the phone with a Participant Services Representative.

1. Name: Norma G. Garcia Title: County Treasurer
Phone/Fax/Email: 956-318-2506 / 956-318-2507 / norma.garcia@treasurer.co.hidalgo.tx.us

Signature: _____

2. Name: Alfredo Zamarripa Title: Office Manager
Phone/Fax/Email: 956-318-2506 / 956-318-2507 / alfredo.zamarripa@treasurer.co.hidalgo.tx.us

Signature: _____

3. Name: _____ Title: _____
Phone/Fax/Email: _____

Signature: _____

ORIGINALS REQUIRED
ENROLL

TEX –

4. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Norma G. Garcia, Hidalgo County Treasurer

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: Lora Briones Title: Financial Officer
Phone/Fax/Email: 956-292-7080 / 956-292-7089 / lora.briones@hcdd1.org

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 3rd Day of June, 20 08.

NAME OF PARTICIPANT: Hidalgo County

BY: _____
Signature
Juan D. Salinas, III
Printed Name
County Judge
Title

ATTEST: _____
Signature
Arturo Guajardo, Jr.
Printed Name
County Clerk
Title

OFFICIAL SEAL

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Texas Local Government Investment Pool

TexPool Participation Agreement

PREAMBLE

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting through the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of the Texas Local Government Investment Pool (TexPool), and Hidalgo County Drainage District Number 1 (the "Participant").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provides for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool is a public funds investment pool, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool is not guaranteed by the State of Texas, the Comptroller, or the Trust Company; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

**ARTICLE I.
DEFINITIONS**

“Account” shall mean any account or accounts, established by the Participant in TexPool in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool.

“Authorized Investments” shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

“Authorized Representative(s) of the Participant” shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

“Authorized Representative(s) of the Trust Company” shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company’s Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

“Board” shall mean the advisory board provided for in the Investment Act (as defined below).

“Investment Act” shall mean the Public Funds Investment Act, TEX. GOV’T CODE ANN. ch. 2256, as amended from time to time.

“Investment Policy” shall mean the written TexPool Investment Policy, as amended from time to time, relating to the investment and management of funds in TexPool as established by the Trust Company consistent with the Investment Act.

“Letter of Instruction” shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

“Operating Procedures” shall mean the written procedures established by the Trust Company describing the management and operation of TexPool, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

“Participant” shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

“Resolution” shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity’s participation in TexPool and designating persons to serve as Authorized Representatives of the Participant.

**ARTICLE II.
GENERAL ADMINISTRATION**

Section 2.01. TexPool Defined.

- (a) TexPool is a public funds investment pool created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool, computed on a daily basis.

Section 2.05. Independent Audit. TexPool is subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool and the providing of reports and information herein required.

**ARTICLE III.
PARTICIPATION REQUIREMENTS**

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool.

Section 3.02. Operating Procedures

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

**ARTICLE IV.
INVESTMENTS**

Section 4.01. Investments. All monies held in TexPool shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. TexPool's available funds that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool may be commingled with all other monies held in TexPool for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool, as further provided for in the Operating Procedures.

**ARTICLE V.
FEES, EXPENSES AND REPORTS**

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the *Participant*:

Participant Name	Hidalgo County Drainage District Number 1		
Address	902 North Doolittle Road		
City, State, Zip	Edinburg, Texas 78539		
Telephone	956-292-7080	Fax	956-292-7089

To *Trust Company* with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-3716
FAX No.: (512) 463-0823

To **TexPool** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
C/O Lehman Brothers
Attn: Participant Services
600 Travis St., Suite 7200
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 731680959. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool to any successor pool.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT

TEXAS TREASURY SAFEKEEPING TRUST COMPANY

Comptroller of Public Accounts

Signature _____

Signature _____

Printed Name Juan D. Salinas, III

Printed Name _____

Title County Judge

Title _____

Date June 3, 2008

Date _____

CERTIFICATE OF INCUMBENCY

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the ____ day of _____, 20__.

Signature _____

Printed Name _____

Title _____

OFFICIAL SEAL