

AI-13112

6.B.

457 Plan Hardship w/d request

CC REGULAR

Date: 01/06/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Approval of 457 Plan withdrawal requests due to hardship for Employees #068144 and #068209.

BACKGROUND

Fiscal Impact

Attachments

Link: [request](#)

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 10:27 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/30/2008 10:49 AM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 08:58 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 01:57 PM	APRV

Form Started By: Angela Garcia

Started On: 12/30/2008 10:18 AM

Final Approval Date: 12/31/2008

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 Plan

Employee #068209

Participant Name

Sarah Cervantes

Address

City

Social Sec

Home Ph

SECTION I - Hardship

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- ☒ Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- ☐ Purchase (excluding mortgage payments) of my principal residence.
- ☐ Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- ☐ The need to prevent eviction from or mortgage foreclosure on my primary residence.
- ☐ Funeral or burial expenses for my parent, spouse, child or dependent.
- ☐ Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 10090 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? No If so what was the amount taken \$ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE **X**

Sarah Cervantes

Date

12-29-08

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE **X**

Date

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- S&A will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 Plan

Employee # 068144

Participant Name

FRANCISCO Javier CERVANTES

Address

Social S

SECTION

I understand that

financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- ☒ Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- () Purchase (excluding mortgage payments) of my principal residence.
- () Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- () The need to prevent eviction from or mortgage foreclosure on my primary residence.
- () Funeral or burial expenses for my parent, spouse, child or dependent.
- () Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 100 % Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? _____ If so what was the amount taken \$ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE

Francisco Javier Cervantes

Date

12-29-08

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE

Date

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-13171

6.C.

**Constable Pct. 5 action
CC REGULAR**

Date: 01/06/2009
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and appropriate action on the status of the Precinct #5 Constable, including but not limited to:

1. Suspension of pay
2. Office Operations
3. Other Constable Pct. #5 items as applicable

BACKGROUND

On 04/14/08 Comm. Court approved action to direct County Treasurer to cease all payroll checks pursuant to Texas Supreme Court opinion effective immediately.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 02:37 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/31/2008 02:55 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Monica Badillo
Started On: 12/31/2008 02:28 PM

Final Approval Date: 12/31/2008

AI-13169

6.D.

**Approval of revised Organizational Chart
CC REGULAR**

Date: 01/06/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of the 2009 Hidalgo County Organizational Chart.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 02:28 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/31/2008 02:35 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Sylvia Solis
Started On: 12/31/2008 01:48 PM

Final Approval Date: 12/31/2008

AI-13185

6.E.

**Rescind increase of County Court at Law Judges
CC REGULAR**

Date: 01/06/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action to rescind 2009 salary increases to County Court at Law Judges as approved during the adoption of the 2009 Budget on 09/23/08.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Angela Garcia	12/31/2008 05:03 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			
Form Started By: Angela Garcia		Started On: 12/31/2008 05:03 PM		

AI-13137

8.A.

**Cancel Subrecipient Agreement - Border Fair Housing
CC REGULAR**

Date: 01/06/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval to cancel the Subrecipient Agreement with Border Fair Housing (Public Services) in the amount of \$8,085.47 for Urban County Program Year 21 (2008).

BACKGROUND

Border Fair Housing has requested to voluntarily cancel its Subrecipient Agreement with the Urban County Program due to its lack of identifying the necessary personnel to complete the outreach and community workshops on fair housing. Border Fair Housing receives funding from Hidalgo County Precinct #3.

Fiscal Impact

Attachments

Link: [cancellation request letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 03:13 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/30/2008 04:01 PM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 09:00 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 01:58 PM	APRV

Form Started By: Estella Webber
Started On: 12/30/2008 03:08 PM
Final Approval Date: 12/31/2008

Linda Sandoval

From: Anibal Olague [aolague@borderfairhousing.org]
Sent: Monday, December 08, 2008 3:33 PM
To: lsandoval@bizrgv.rr.com
Cc: 'Barbara Esparza'
Subject: RE: 2008 Subrecipient Agreement

Linda,

I'm in receipt of your letter in reference to the lack of staff required to successfully implement BFHC's CDBG Fair Housing contract in Hidalgo County. Unfortunately, our agency has experienced challenges in identifying the necessary personnel to complete the project in compliance with our contract timeline. After evaluating our options we have decided to voluntarily de-obligate the remaining funding allocated to our organization. We strongly believe that Hidalgo County has the need to fund numerous projects with the similar focus as our organization's proposal and we would like to ensure that your limited funding meets the demand for services in the county.

Please let me know if you need additional information to complete the processing of pending draws or reporting requirements. Moreover, I would like to thank you for all your support and technical assistance in the implementation of this project.

Gracias

Anibal Olague

BFHC Executive Director

From: Linda Sandoval [mailto:lsandoval@bizrgv.rr.com]
Sent: Wednesday, November 26, 2008 10:05 AM
To: Border Fair Housing
Subject: 2008 Subrecipient Agreement
Importance: High

Mr. Olague,

Please see the attached letter. Original to follow via mail.

Linda Sandoval
Program Coordinator
Urban County Program
1916 Tesoro Boulevard
Pharr Texas 78577
(956) 787-8127 ext. 111
fax: (956) 787-5291
lsandoval@bizrgv.rr.com

12/29/2008

AI-13097

9.A.

**2009 District Attorney's Office - HIDTA Task Force - U.S. Treasury Budget
CC REGULAR**

Date: 01/06/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Roy Cazares, District Attorney's Office
Department: HIDTA
Agenda Category: District Attorney

Information

CAPTION

Approval of 2009 HIDTA Task Force - U.S. Treasury Fund Budget (fund 1252).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1252-412-00-270-012-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of the 2009 HIDTA US Treasury budget, please refer to attachment.

Attachments

Link: U.S. Treasury Budget fund 1252

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/29/2008 02:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/30/2008 09:08 AM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 09:25 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 01:57 PM	APRV

Form Started By: Nelda Olivarez
Started On: 12/29/2008 01:48 PM
Final Approval Date: 12/31/2008

DATE: December 30, 2008

DEPARTMENT HEAD: Dora L. Munoz

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX (US Dept of Treasury Funds)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b



Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
9-1252-412-00-270-012-0-	336 Computer Services	6,000.00
9-1252-412-00-270-012-0-	339 Other Professional services	2,000.00
9-1252-412-00-270-012-0-	342 Information & Credit Service	1,000.00
9-1252-412-00-270-012-0-	346 Hauling & Freight	2,000.00
9-1252-412-00-270-012-0-	350 Contractual Services	2,000.00
9-1252-412-00-270-012-0-	412 Cable Television	1,000.00
9-1252-412-00-270-012-0-	431 Building Repairs & Maintenance/Roofers	20,000.00
9-1252-412-00-270-012-0-	432 Equip R&M Service	3,000.00
9-1252-412-00-270-012-0-	434 Vehicle R&M Service	4,000.00
9-1252-412-00-270-012-0-	442 Rental of Equipment & Vehicle	2,000.00
9-1252-412-00-270-012-0-	521 Building Insurance	1,000.00
9-1252-412-00-270-012-0-	522 Liability Insurance - Vehicle	3,000.00
9-1252-412-00-270-012-0-	523 Public Official Insurance	2,000.00
9-1252-412-00-270-012-0-	524 Other Insurance	5,000.00
9-1252-412-00-270-012-0-	525 Claims & Judgments	10,000.00
9-1252-412-00-270-012-0-	531 Telephone	1,000.00
9-1252-412-00-270-012-0-	532 Mobile Phone	1,000.00
9-1252-412-00-270-012-0-	534 Internet Service	2,000.00
9-1252-412-00-270-012-0-	535 Postage & Express Mail Charges	500.00
9-1252-412-00-270-012-0-	536 TwoWay Radio Communication/towers	3,000.00
9-1252-412-00-270-012-0-	540 Advertising	2,000.00
9-1252-412-00-270-012-0-	550 Printing	2,000.00
9-1252-412-00-270-012-0-	583 Travel - Out of County	60,000.00
9-1252-412-00-270-012-0-	584 Travel Registration Fees	15,000.00
9-1252-412-00-270-012-0-	601 Office Supplies	5,000.00
9-1252-412-00-270-012-0-	602 Office Paper Supplies	3,000.00
9-1252-412-00-270-012-0-	604 Medical Supplies	500.00
9-1252-412-00-270-012-0-	605 Clothing and Uniforms	1,000.00
9-1252-412-00-270-012-0-	606 Maps,Plans,Plates	500.00
9-1252-412-00-270-012-0-	611 Police Supplies/Ammunition	5,000.00
9-1252-412-00-270-012-0-	611 Police Supplies/holsters,etc	10,000.00
9-1252-412-00-270-012-0-	613 Safety Supplies	2,000.00
9-1252-412-00-270-012-0-	631 Bottled Water	500.00
9-1252-412-00-270-012-0-	640 Books& Periodicals	500.00
9-1252-412-00-270-012-0-	661 Minor Office Equipment and Furniture	500.00
9-1252-412-00-270-012-0-	664 Other Minor Equipment	6,000.00
9-1252-412-00-270-012-0-	665 Minor Computer Equipment	4,000.00
9-1252-412-00-270-012-0-	666 Minor Office Furniture	1,000.00
9-1252-412-00-270-012-0-	667 Software	1,000.00

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
9-1252-412-00-270-012-0-	668	Police Weapons	10,000.00
9-1252-412-00-270-012-0-	671	Bldg R&M Supplies	500.00
9-1252-412-00-270-012-0-	679	Other R&M Supplies	500.00
9-1252-412-00-270-012-0-	682	Vehicle Gasoline	20,000.00
9-1252-412-00-270-012-0-	684	Vehicle Tires & Tubes	2,000.00
9-1252-412-00-270-012-0-	741	Vehicles	40,000.00
9-1252-412-00-270-012-0-	743	Office Equipment	2,000.00
9-1252-412-00-270-012-0-	745	Computer Equipment	14,000.00
9-1252-412-00-270-012-0-	745	Computer Equipment	14,000.00
9-1252-412-00-270-012-0-	747	Software	2,000.00
9-1252-412-00-270-012-0-	748	Two/Way Radios	50,000.00
9-1252-412-00-270-012-0-	748	Other Equipment/Bulletproof vests	4,000.00
9-1252-412-00-270-012-0-	748	Other Equipment/Surveillance Equip	5,000.00
9-1252-412-00-270-012-0-	748	Other Equipment	2,000.00
9-1252-412-00-270-012-0-	831	Court Costs & Investigation	5,000.00
9-1252-412-00-270-012-0-	855	Late fees	1,000.00
9-1252-412-00-270-012-0-	890	Other	20,000.00
TOTAL APPROPRIATIONS			383,000.00
9-1252-352-30-270-012-0-	000	HIDTA US TREASURY-COURT ORDERED CONFISCATIONS	383,000.00
TOTAL ESTIMATED REVENUES			\$383,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY
COMMISSIONER'S COURT

____/____/____
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-13045

10.A.

Approval of Payment - Mile 2 West Parcel 119
CC REGULAR

Date: 01/06/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

1. Consideration and approval to purchase an easement on a certain tract of land described as Parcel 119 - Mile 2 West Road Project.
2. Requesting approval to authorize County Treasurer to issue check to Texas A & M University System after review and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
\$124,795.35 available balance as of 12/24/08.

ACCT. #: 8-1315-431-00-121-040-0-711
MATCHING FUNDS Y/N?:

Attachments

Link: [Parcel 119](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/24/2008 09:11 AM	APRV
2	Rey Salazar	Rey Salazar	12/24/2008 12:47 PM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 11:31 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 01:49 PM	APRV

Form Started By: Sandra Garcia

Started On: 12/23/2008 12:34 PM

Final Approval Date: 12/31/2008

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA	2. ☐ EmHA	3. ☐ Conv. Units	6. File Number 105667	7. Loan Number	8. Mortgage Ins Case Number
4. ☐ VA	5. ☐ Conv. Ins.	6. ☐ Seller Finance			

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 The County of Hidalgo 509 E. Earling Road San Juan, TX 78589	E. Name & Address of Seller Board of Directors of the Texas A & M University System, Trustees 200 Technology Way, Suite 2079 College Station, TX 77845-3424	F. Name & Address of Lender
---	---	-----------------------------

G. Property Location Campacuas Addition, L5070 ac tr of land o/o Lot 9, Block 117, Hidalgo County	H. Settlement Agent Name Valley Land Title Co. 612 W. Nolana Ste. #570 McAllen, TX 78504 Tax ID: 20-4064406	I. Settlement Date 11/6/2008 Fund:
--	---	--

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	401. Contract Sales Price
102. Personal Property	402. Personal Property
103. Settlement Charges to borrower	403.
104.	404.
105.	405.

Adjustments for items paid by seller in advance	Adjustments for items paid by seller in advance
106. City property taxes	406. City property taxes
107. County property taxes	407. County property taxes
108. Annual assessments	408. Annual assessments
109. School property taxes	409. School property taxes
110. Water District Taxes	410. Water District Taxes
111. HOA Dues	411. HOA Dues
112.	412.
113.	413.
114.	414.
115.	415.
116.	416.

200. Gross Amount Due From Borrower	420. Gross Amount Due to Seller
200. Amounts Paid By Or in Behalf Of Borrower	500. Reductions in Amount Due to Seller
201. Deposit or earnest money	501. Excess Deposit
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. Loan Amount 2nd Lien	504. Payoff of first mortgage loan
205. Funds paid directly to seller by buyer	505. Payoff of second mortgage loan
206.	506. Funds paid directly to seller by buyer
207.	507.
208.	508.
209.	509.

Adjustments for items unpaid by seller	Adjustments for items unpaid by seller
210. City property taxes	510. City property taxes
211. County property taxes	511. County property taxes
212. Annual assessments	512. Annual assessments
213. School property taxes	513. School property taxes
214. Water District Taxes	514. Water District Taxes
215. HOA Dues	515. HOA Dues
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)	601. Gross Amount due to seller (line 420)
302. Less amounts paid by/for borrower (line 220)	602. Less reductions in amt due seller (line 520)
303. Cash From Borrower	603. Cash Seller

I. Settlement Charges

700. Total Sales/Broker's Commission based on price			\$9,176.00	at % =	\$0.00	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:							
701.	to						
702.	to					\$0.00	\$0.00
703. Commission Paid at Settlement							
704.	to						
705. corporation s received a portion							
706.	to						
707. of the real estate commission amount							
707.	to						
707. shown above:							
800. Items Payable in Connection with Loan							
801.	to						
802. Loan Origination Fee %							
802.	to						
803. Appraisal Fee %							
803.	to						
804. Credit Report							
804.	to						
805. Lender's Inspection Fee							
805.	to						
806. Mortgage Insurance Application							
806.	to						
807. Assumption Fee							
807.	to						
900. Items Required by Lender To Be Paid in Advance							
901.	to						
902. Mortgage Insurance Premium for months to at /day							
902.	to						
903. Hazard Insurance Premium for years to							
903.	to						
1000. Reserves Deposited With Lender							
1001.	to						
1002. Mortgage insurance months at per month							
1002.	to						
1003. City property taxes months at per month							
1003.	to						
1004. County property taxes months at per month							
1004.	to						
1005. Annual assessments months at per month							
1005.	to						
1006. School property taxes months at per month							
1006.	to						
1007. Water District taxes months at per month							
1007.	to						
1008. HOA Dues months at per month							
1008.	to						
1011. Aggregate Adjustment							
1011.	to						
1100. Title Charges							
1101.	to						
1102. Abstract or title search to							
1102.	to						
1103. Title examination to							
1103.	to						
1104. Title insurance binder to							
1104.	to						
1105. Document preparation to							
1105.	to						
1106. Notary fees to							
1106.	to						
1107. Attorney's fees to							
1107.	to						
(includes above items numbers:)							
1108.	to						
1108. Title insurance to Valley Land Title Co.)							
1108.	to						
(includes above items numbers:)							
1109.	to						
1109. Lender's coverage \$0.00/\$0.00							
1109.	to						
1110. Owner's coverage \$9,176.00/\$229.00							
1110.	to						
1111. Escrow fee to Valley Land Title Co. \$350.00							
1111.	to						
1112. State of Texas policy guaranty fee. to Valley Land Title Co.-Guaranty Fee Escrow Account \$5.00							
1112.	to						
1113. Tax Service Fee to Hidalgo County Property Tax Service \$54.13							
1113.	to						
1200. Government Recording and Transfer Charges							
1201.	to						
1201. Recording Fees Deed ; Mortgage ; Ref to Valley Land Title Co.							
1201.	to						
1202. City/county tax/stamps Deed ; Mortgage to							
1202.	to						
1203. State tax/stamps Deed ; Mortgage to							
1203.	to						
1204. Right-of-Way Easement to Valley Land Title Co. \$52.00							
1204.	to						
1300. Additional Settlement Charges							
1301.	to						
1301. Survey							
1301.	to						
1302. Pest Inspection							
1302.	to						
1303. Courier Fee to Valley Land Title Co. \$10.70							
1303.	to						
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) \$700.83							
1400.	to						

Previous Editions are Obsolete

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

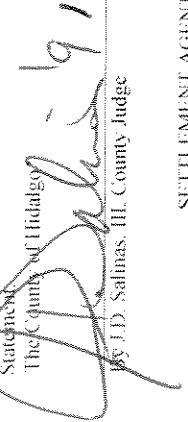
If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo
Board of Regents
of the Texas A & M University System, Trustees


By Michael D. McKinney, M.D., Chancellor
The Texas A&M University System

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent _____ Date _____
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

RIGHT-OF-WAY EASEMENT (ROAD - CONDITIONAL)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** (hereafter referred to as "**TAMUS**"), acting by and through its duly authorized officer, under and in consideration of the mutual benefits to be derived by both parties, **GRANTS, BARGAINS, SELLS** and **CONVEYS** to the **COUNTY OF HIDALGO** (hereafter referred to as the "**COUNTY**"), its successors and assigns, a conditional road right-of-way Easement ("Easement") across certain property of **TAMUS** (hereafter referred to as the "Property"), located in Hidalgo County, Texas. The Easement contains 0.49 net acres of land and is more particularly described as follows:

0.49 net acres of land out of Lot 9, Block 117, Campacuas Addition to the Capiasallo District, Llano Grande Grant, Hidalgo County, Texas, being more particularly described by metes and bounds on Exhibit "A" attached hereto.

2. Purpose and Location of Easement. The Easement is granted for the purpose of constructing, operating and maintaining a public roadway (Mile 2 West Road) located on the Property.

3. Right of Access. The **COUNTY** agrees to occupy the surface of the Property only to the extent and for the length of time necessary to maintain, repair, replace, rebuild and operate the road for public use.

4. Duties. If the **COUNTY** damages or destroys any roads, bridges, culverts, buildings, other structures or equipment on the Property, other than its own property, the **COUNTY** must, within a reasonable period of time, repair or replace such improvements to the extent it will, as nearly as practicable, be in like condition as before such damage or destruction. At the option of **TAMUS**, in lieu of repairing or replacing the improvements, money damages will be paid. Such damages include those caused by the **COUNTY** or its agents or employees entering, departing, or by reason of being present during construction and maintenance of the road. If the **COUNTY** removes any materials or structures, it will fix and level as required by **TAMUS** the land affected so that the Property will be as nearly as possible in the same condition as it was before the **COUNTY** entered on the Property. The **COUNTY** must remove all surplus backfill material, felled trees and other debris caused by its activities on the Property.

The **COUNTY** agrees to notify **TAMUS**, in the manner set forth in Section 19, no later than three (3) business days after completion of any repairs or replacements, and will cooperate with **TAMUS** personnel in conducting an onsite inspection to assess damages resulting from the **COUNTY**'s activities. Prior to any subsequent alteration or additional construction the **COUNTY** agrees to notify **TAMUS**, in the same manner as set forth above, five (5) business days prior to commencement of such activities.



5. No Fee Interest Granted. This is a grant of a conditional road right-of-way only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals, on or under the Property. This conveyance is made subject to any and all outstanding easements, surface leases, and other encumbrances covering the Property. TAMUS expressly retains all rights to grant, control and renew all Easements, of every kind and character, on, over or under this conditional road right-of-way Easement.

6. Duration of Easement. TAMUS and the COUNTY expressly agree this conditional road right-of-way Easement will remain in force and effect only so long as the Property is used for a public right-of-way.

7. Reservation of Non-Conflicting Use of Property. TAMUS expressly reserves the right of access to and from the Property at a point or points as may be deemed necessary, from time to time, by TAMUS.

8. Hold Harmless. THE COUNTY AGREES, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, TO INDEMNIFY AND HOLD TAMUS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO THE COUNTY, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER THE COUNTY'S DIRECTION. THE COUNTY FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS FEES AS MAY BE ALLOWED BY LAW ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS INCURRED BY TAMUS IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.

9. Hazardous Waste. The COUNTY will not commit or suffer to be committed waste upon the Property; will keep the road in good working order and repair and in a clean, safe and healthful condition; and comply with all state, federal and local laws, rules and regulations with regard to the use and condition of its improvements on the Property.

The COUNTY will not use the Property or permit it to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. The COUNTY is solely responsible for cleanup of any contamination resulting from the violation of this provision.

If the presence of hazardous materials on the Property is caused or permitted by the COUNTY and such materials result in contamination of the Property or if contamination of the Property by hazardous material otherwise occurs and is related to the COUNTY's use, then **THE COUNTY WILL, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND**



THE LAWS OF THE STATE OF TEXAS, INDEMNIFY, DEFEND AND HOLD TAMUS HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES AS MAY BE ALLOWED BY LAW, CONSULTANTS' FEES AND EXPERTS FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION.

10. Default and Termination. It is agreed upon default by the COUNTY of any of these covenants, conditions and agreements, that TAMUS has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim TAMUS may have against the COUNTY; provided, however, TAMUS will give the COUNTY written notice of its intention to terminate the Easement and the reasons for termination, and the COUNTY will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause will automatically revert to TAMUS all rights granted to the COUNTY in this agreement without the necessity of any further action or suit on the part of TAMUS. Upon termination or abandonment, the COUNTY agrees to file a Release of Easement in the Deed Records of Hidalgo County, Texas. Abandonment will be deemed to have occurred when the Easement is not used for the purposes granted for a continuous period of one calendar year.

11. Waiver. No waiver by TAMUS or the COUNTY of any default or breach of any term, condition, or covenant of this agreement will be a waiver of any other breach of any other term, condition, or covenant.

12. Privileges and Immunities. The COUNTY acknowledges TAMUS is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim exemptions, privileges, and immunities as may be provided by law.

13. Texas Law to Apply. This agreement is construed under and in accordance with the laws of the State of Texas.

14. Grammatical Interpretation. When the singular number is used in this agreement, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

15. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this agreement.



16. Parties Bound. This agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors in interest or office, and assigns (but this Section does not constitute permission for an assignment).

17. Saving Clause. Should any clause in this agreement be found invalid by a court of law, the remainder of this agreement will not be affected and all other provisions in this agreement remain valid and enforceable to the fullest extent permitted by law.

18. Assignment. The **COUNTY** may not sell, assign, encumber, or convey any rights under this agreement, without the prior written consent of **TAMUS**, and any attempt by the **COUNTY** to sell, assign, encumber, or convey any such rights without consent will cause this agreement to terminate.

19. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. **TAMUS** and the **COUNTY** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

If to **TAMUS**:

System Real Estate Office
A&M System Building, Suite 2079
200 Technology Way
College Station, Texas 77845-3424
Phone: 979-458-6350
Fax: 979-458-6359

If to the **COUNTY**:

County of Hidalgo
P.O. Box 1356
Edinburgh, Texas 78540
Phone: 956-318-2600
Fax: 956-318-2699

20. Entire Agreement. This agreement constitutes the entire agreement between **TAMUS** and the **COUNTY** and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This agreement may only be amended by a subsequent written instrument.



EXECUTED this the 6th day of November, 2008 by **TAMUS.**

**BOARD OF REGENTS OF
THE TEXAS A&M UNIVERSITY SYSTEM**

By:



MICHAEL D. MCKINNEY, M.D.
Chancellor
The Texas A&M University System

APPROVED AS TO FORM:



TIMOTHY V. COFFEY
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

J.O. Salinas, III, County Judge EXECUTED this the 23rd day of December, 2008 by

COUNTY OF HIDALGO

By:



J.D. SALINAS, III
County Judge

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By:

STEPHEN L. CRAIN
County Attorney

5



ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

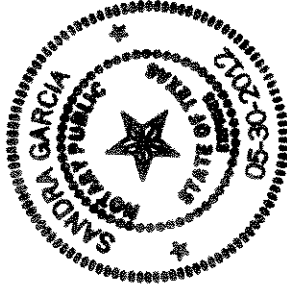
This instrument was acknowledged before me this 6th day of November, 2008 by
MICHAEL D. MCKINNEY, Chancellor of The Texas A&M University System, an agency of
the State of Texas, on behalf of the Board of Regents of The Texas A&M University System.



Mary Jane Tountas
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me this 23rd day of December, 2008 by
J.D. SALINAS, III, County Judge for the **COUNTY OF HIDALGO**, known to me to be the
person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed it for the purposes and consideration therein expressed, and in the capacity therein
stated.



Sandra Garcia
Notary Public, State of Texas



Exhibit A

COUNTY: HIDALGO

R.O.W. CSJ: 0921-02-170

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: MILE 12 NORTH TO MILE 7 NORTH

GRANTORS: BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS

FIELD NOTES FOR PARCEL - 119

Being a 1.3391 (60,943 square feet) acre tract of land, more or less, out of a 40.0000-acre tract of land out of Lot 9, Blk. 117, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 40.0000-acre tract of land is vested to the Board of Directors of the Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deed dated June 1, 1972, recorded in Volume 1325, Page 234, Deed Records, Hidalgo County, Texas. Said 1.3391 (60,943 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point 50.00 west of the Northwest corner of Lot 5, Blk. 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1 Pg. 2 of Hidalgo County Map Records, **THENCE**, S 01°12' 31" E, a distance of 1320.00 feet to the **POINT OF BEGINNING**, with grid coordinates of X=1,166,760.7584 and Y=16,600,966.8376. Said point also being the northwest corner of said tract herein described. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 88° 47' 29" E, for a distance of 50.00 feet, to a point on the East line of Lot 9, Blk. 117, for the northeast corner of said tract herein described;



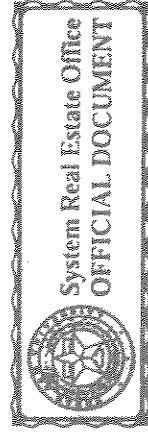
THENCE, S 01° 12' 31" E, for a distance of 1,320.00 feet, to a point on the South line of Lot 9, for the Southeast corner of said tract herein described;

THENCE, S 88° 47' 29" W, parallel to the North line of Lot 9, for a distance of 32.38 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southwest corner of said tract herein described;

THENCE, In a Northwesterly direction with the proposed West Right-of-Way line of said Mile 2 West and with the line of said curve to the left with an arc angle of 01° 13' 36", a radius of 11,419.00 feet, a tangent of 122.24 feet, a curve length of 244.46 feet, a chord that bears N 02° 59' 28" W and a chord length of 244.46 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way line of said Mile 2 West;

THENCE, In a Northwesterly direction with the proposed West Right-of-Way line of said Mile 2 West and with the line of said curve to the right with an arc angle of 02° 23' 45", a radius of 11,499.00 feet, a tangent of 240.46 feet, a curve length of 480.84 feet, a chord that bears N 02° 24' 24" W and a chord length of 480.81 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way line of said Mile 2 West;

THENCE, N 01° 12' 31" W, for a distance of 594.96 feet to the **POINT OF BEGINNING** and containing 1.3991 (60,943 square feet) acres of land, of which 0.9091 of an acre lies in the existing Mile 2 West Road Right of Way, and leaving a **PROPOSED NET TAKING** of 0.4900 of an acre of land, more or less.



**NOTICE TO PURCHASERS
DEED RESTRICTIONS**

STATE OF TEXAS ' '
COUNTY OF HIDALGO ' '

The real property described below, which you are purchasing is subject to deed restrictions recorded in Hidalgo County, Texas as set out in Schedule B of the Title Commitment.

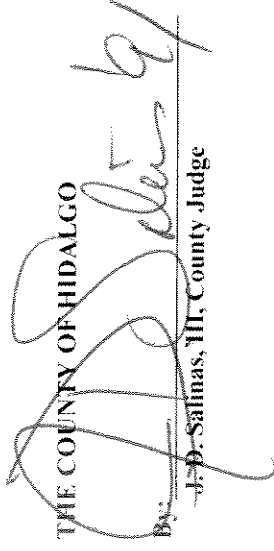
A 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 40.0000-ACRE TRACT OF LAND OUT OF LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), CAMPACUAS ADDITION TO THE CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAID 40.0000-ACRE TRACT OF LAND IS VESTED TO THE BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS BY VIRTUE OF SPECIAL WARRANTY DEED DATED JUNE 1, 1972, RECORDED IN VOLUME 1325, PAGE 234, DEED RECORDS, HIDALGO COUNTY, TEXAS. SAID 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SEE EXHIBIT "A" ATTACHED HERETO AS PART OF THIS DOCUMENT.

The undersigned acknowledge that they have been furnished with a copy of said restrictive covenants and further acknowledge that we have been furnished with a copy of the Owner's Title Policy Commitment.

We further acknowledge that we have been advised that if there are any matter in either the restrictive covenants or the Owner's Title Policy Commitment which we do not understand, that we should seek legal counsel of our own choosing for an explanation of the legal significance and effect that these matters may have on our property.

We agree that the owner's Title Policy, which will be issued by Valley Land Title Company, covering the above described real property will be issued on the promulgated Texas Form which contains the standard printed exceptions and those special exceptions set out on Schedule B of the above referenced Owner's Title Policy Commitment.

BUYER:

THE COUNTY OF HIDALGO
By: 
J. D. Salinas, III, County Judge

Date: November 6, 2008

NOTIFICATION OF TAXING AUTHORITIES

GF# 105667

RE: A 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 40.0000-ACRE TRACT OF LAND OUT OF LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), CAMPACUAS ADDITION TO THE CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAID 40.0000-ACRE TRACT OF LAND IS VESTED TO THE BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS BY VIRTUE OF SPECIAL WARRANTY DEED DATED JUNE 1, 1972, RECORDED IN VOLUME 1325, PAGE 234, DEED RECORDS, HIDALGO COUNTY, TEXAS. SAID 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SEE EXHIBIT "A" ATTACHED HERETO AS PART OF THIS DOCUMENT.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 S. Professional Drive
Edinburg, Texas 78539

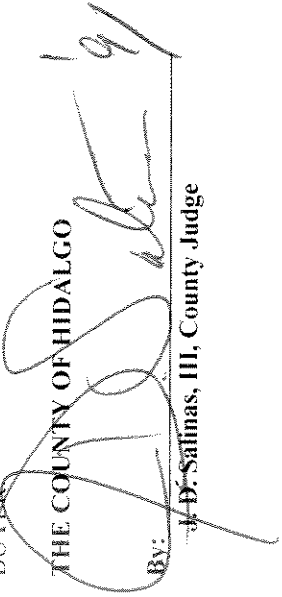
This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on December 23, 2008.

BUYER:

THE COUNTY OF HIDALGO

By: 

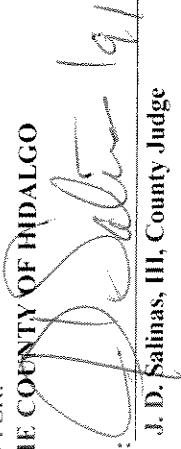
J. D. Salinas, III, County Judge

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

THE COUNTY OF HIDALGO

By: 

J. D. Salinas, III, County Judge

DATED: November 6, 2008

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 105667

TO: VALLEY LAND TITLE CO.

AGENT FOR: COMMONWEALTH LAND TITLE INSURANCE COMPANY

Gentlemen:

I/We **THE COUNTY OF HIDALGO**, have this day purchased from **BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEES** the following described property in Hidalgo County, Texas, to-wit:

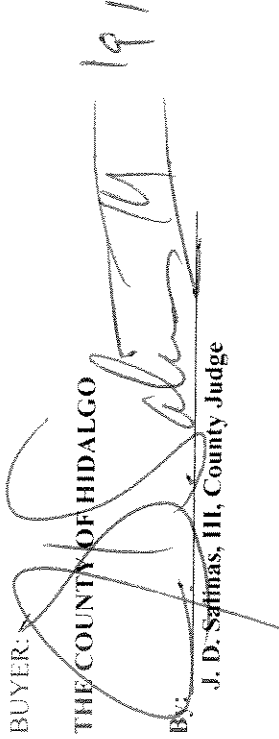
A 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 40.0000-ACRE TRACT OF LAND OUT OF LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), CAMPACUAS ADDITION TO THE CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAID 40.0000-ACRE TRACT OF LAND IS VESTED TO THE BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS BY VIRTUE OF SPECIAL WARRANTY DEED DATED JUNE 1, 1972, RECORDED IN VOLUME 1325, PAGE 234, DEED RECORDS, HIDALGO COUNTY, TEXAS. SAID 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SEE EXHIBIT "A" ATTACHED HERETO AS PART OF THIS DOCUMENT.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on December 23, 2008.

BUYER:

THE COUNTY OF HIDALGO

By:  191
J. D. Salinas, III, County Judge

AI-13081

11.A.

2009 Membership Dues for Governmental Collectors Association of Texas, Inc.

CC REGULAR

Date: 01/06/2009
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK
Agenda Category: County Clerk

Information

CAPTION

Requesting approval to pay the 2009 Governmental Collectors Association of Texas, Inc. membership dues in the total amount of \$600.00 for Arturo Guajardo, Jr., Annette C. Muñiz, Noe Lopez, Jason Rohr, Frank Zavala, and Arcy Morales, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Members consist of professionals from across the State of Texas responsible for the collection of funds for the government entities in which they are employed by.

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 9-1100-415-40-180-001-0-810
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-29-08 \$500.00, pending line item transfer in the amount of \$100.00.

Attachments

Link: GCAT Invoices

Link: Member affidavits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/24/2008 11:32 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/31/2008 09:13 AM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 09:31 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 01:55 PM	APRV

Form Started By: Delia Rodriguez
Started On: 12/24/2008 10:06 AM

Final Approval Date: 12/31/2008



INVOICE # 0243
(membership #)

GCAT MEMBERSHIP RENEWAL FEE FOR NOE LOPEZ JR.

INVOICE DATE: NOVEMBER 15, 2007
DUE DATE: JANUARY 1, 2008

INVOICE AMOUNT: \$50.00

Questions: contact Lorena Garcia/ 936-538-3574

DUE UPON RECEIPT

MAKE PAYABLE TO : GCAT
ATTN: LORENA GARCIA
P.O. BOX 2178
CONROE, TX. 77305



INVOICE # 0242
(membership #)

GCAT MEMBERSHIP RENEWAL FEE FOR JASON ROHR

INVOICE DATE: NOVEMBER 15, 2007
DUE DATE: JANUARY 1, 2008

INVOICE AMOUNT: \$50.00

Questions: contact Lorena Garcia/ 936-538-3574

DUE UPON RECEIPT

MAKE PAYABLE TO : GCAT
ATTN: LORENA GARCIA
P.O. BOX 2178
CONROE, TX. 77305



INVOICE # 0244
(membership #)

GCAT MEMBERSHIP RENEWAL FEE FOR ARTURO GUAJARDO
JR.

INVOICE DATE: NOVEMBER 15, 2007
DUE DATE: JANUARY 1, 2008

INVOICE AMOUNT: \$50.00

Questions: contact Lorena Garcia/ 936-538-3574

DUE UPON RECEIPT

MAKE PAYABLE TO : GCAT
ATTN: LORENA GARCIA
P.O. BOX 2178
CONROE, TX. 77305

GCAT Membership Application

The Governmental Collectors Association of Texas is a non-profit organization dedicated to improving the quality of collection administration in city, county, and state government. In carrying out its purpose, GCAT strives to provide its members with professional collection and management education, encourages networking, and provides for an exchange of useful information on modern collection techniques and supports research and development in the areas of collections.

Eligibility: Any person(s) employed by and / or responsible for the collection of revenue due a governmental entity. Membership dues are:

Individual Membership	\$150.00
Standard Group Membership (3 persons) (please attach additional pages with contact information for each member)	\$250.00
Charter Gold Membership	Closed
Corporation Membership	\$1000.00
Annual Membership Renewal	\$50.00

To join GCAT, please complete the membership application below. For further information or should you have any questions, please contact the current GovCAT President or Treasurer (contact information on www.govcat.net). **Please Print Clearly.** ?

Select a membership type

ARTURO GUAJARDO, JR.
FIRST NAME MIDDLE INITIAL LAST NAME

COUNTY CLERK
JOB TITLE

HIDALGO COUNTY CLERK'S OFFICE
NAME OF EMPLOYER DEPARTMENT

100 N. CLOSER
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

EDINBURG TX 78539
CITY STATE ZIP

(956) 318-2100 () AGUASERO13@YAHOO.COM
BUSINESS PHONE FAX E-MAIL ADDRESS



I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE

DATE

Amount Enclosed: \$ 50.00

(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @
www.govcat.net

Mail completed application and payment to:

GCAT
PO BOX 2178
Conroe, Texas 77301

GCAT Membership Application

The Governmental Collectors Association of Texas is a non-profit organization dedicated to improving the quality of collection administration in city, county, and state government. In carrying out its purpose, GCAT strives to provide its members with professional collection and management education, encourages networking, and provides for an exchange of useful information on modern collection techniques and supports research and development in the areas of collections.

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Standard Group Membership (3 persons) (please attach additional pages with contact information for each member)	\$250.00
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Select a membership type

NOE LOPEZ

FIRST NAME

MIDDLE INITIAL

LAST NAME

OFFICE MANAGER

JOB TITLE

HIDALGO COUNTY CLERK'S OFFICE

NAME OF EMPLOYER DEPARTMENT

100 N. CLOSNER

BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

EDINBURG

CITY

TX

STATE

78539

ZIP

(956) 318-2100

BUSINESS PHONE

() NOE.LOPEZ@HIDALGOCOUNTYCLERK.US

FAX

E-MAIL ADDRESS



I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE

DATE

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Corporation Membership	\$1000.00
Annual Membership Renewal	\$50.00

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Select a membership type

JASON ROHR
FIRST NAME MIDDLE INITIAL LAST NAME

COLLECTIONS MANAGER
JOB TITLE

HIDALGO COUNTY CLERK'S OFFICE
NAME OF EMPLOYER DEPARTMENT

100 N. CLOSNER
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

EDINBURG TX 78539
CITY STATE ZIP

() ()
BUSINESS PHONE FAX E-MAIL ADDRESS

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APPLICANT'S SIGNATURE

DATE

Amount Enclosed: \$ 50.00

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www.govcat.net**



**Mail completed application and
payment to:**

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Select a membership type

FRANK		ZAVALA	
FIRST NAME	MIDDLE INITIAL	LAST NAME	
WARRANT OFFICER			
JOB TITLE			
HIDALGO COUNTY CLERK			
NAME OF EMPLOYER DEPARTMENT			
100 N. CLOSER			
BUSINESS ADDRESS 1			
BUSINESS ADDRESS 2			
EDINBURG	TX	78539	
CITY	STATE	ZIP	
(956)	318-2100	()	FRANK_ZAVALA15@YAHOO.COM
BUSINESS PHONE		FAX	E-MAIL ADDRESS



I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE

DATE

Amount Enclosed: \$ 150.00

(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @
www.govcat.net

Mail completed application and payment to:

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PO BOX 2178
Conroe, Texas 77301**

GCAT Membership Application

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Select a membership type

ARCY MORALES
FIRST NAME **MIDDLE INITIAL** **LAST NAME**

DEPUTY CLERK
JOB TITLE

HIDALGO COUNTY CLERK
NAME OF EMPLOYER DEPARTMENT

100 N. CLOSER
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

EDINBURG TX 78539
CITY STATE ZIP

(956) 318-2100
BUSINESS PHONE **FAX** **E-MAIL ADDRESS**



I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE DATE

Amount Enclosed: \$ 150.00
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Select a membership type

<u>ANNETTE MUNIZ</u>		
FIRST NAME	MIDDLE INITIAL	LAST NAME
<u>CHIEF DEPUTY</u>		
JOB TITLE		
<u>HIDALGO COUNTY CLERK</u>		
NAME OF EMPLOYER DEPARTMENT		
<u>100 N. CLOSER</u>		
BUSINESS ADDRESS 1		
<u>BUSINESS ADDRESS 2</u>		
<u>EDINBURG</u>	<u>TX</u>	<u>78539</u>
CITY	STATE	ZIP
<u>(956) 318-2100</u>	<u>()</u>	<u>ACMUNIZ23@YAHOO.COM</u>
BUSINESS PHONE	FAX	E-MAIL ADDRESS



I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE

DATE

Amount Enclosed: \$ 150.00

(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @
www.govcat.net

Mail completed application and payment to:

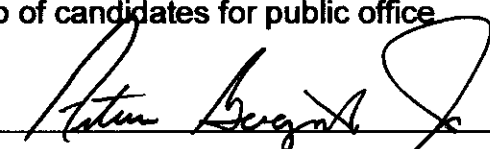
**GCAT
PO BOX 2178
Conroe, Texas 77301**

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, ARTURO GUAJARDO - JR., do hereby state that my membership in the GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

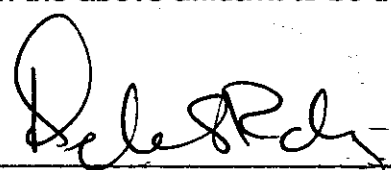
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office

SIGNATURE: 
TITLE: HIDALGO COUNTY CLERK

DATE: 12/29/08

Before me DELIA S. RODRIGUEZ, a Notary Public, appeared ARTURO GUAJARDO - JR., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, JASON ROHR, do hereby state that my membership in the GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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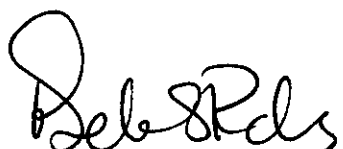
SIGNATURE: _____

DATE: 12/28/08

TITLE: COLLECTIONS DEPARTMENT MANAGER

Before me DELIA S. RODRIGUEZ, a Notary Public, appeared JASON ROHR, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

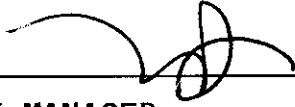
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, NOE LOPEZ, do hereby state that my membership in the GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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SIGNATURE: 
TITLE: OFFICE MANAGER

DATE: 12/29/08

Before me DELIA S. RODRIGUEZ, a Notary Public, appeared NOE LOPEZ, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

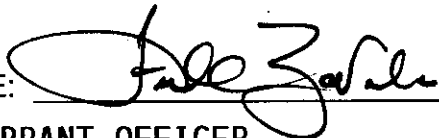
**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, FRANK ZAVALA, do hereby state that my membership in the GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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SIGNATURE: _____

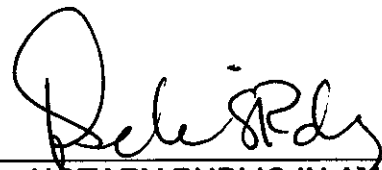


DATE: 12/29/08

TITLE: WARRANT OFFICER

Before me DELIA S. RODRIGUEZ, a Notary Public, appeared FRANK ZAVALA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, ARCY MORALES, do hereby state that my membership in the
GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS on behalf of Hidalgo County
and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official
employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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SIGNATURE: *Arce Morales*

TITLE: DEPUTY CLERK

DATE: 12/29/08

Before me DELIA S. RODRIGUEZ, a Notary Public, appeared ARCY MORALES and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

AI-13165

11.B.

**Approval for 2009 Elected Official Bond
CC REGULAR**

Date: 01/06/2009
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: County Clerk

Information

CAPTION

Approval of 2009 Elected Official Bond:

1. Gilbert Alaniz- Constable Pct. 2

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 01:03 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/31/2008 02:22 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW
Form Started By: Delia Rodriguez			Started On: 12/31/2008 12:31 PM	
Final Approval Date: 12/31/2008				

AI-13095

12.A.

**3rd Call Border Colonia Program Amendment No. 1 Pct. 1 and Pct. 3
Substitute
CC REGULAR**

Date: 01/06/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Colonia Access Program

Purchasing only: CAP

Information

CAPTION

Presentation for discussion, consideration acceptance and approval of Amendment No. 1 3rd Call Border Colonia Access Program to allow Hidalgo County's Precinct 1 and Precinct 3 to substitute the identified awarded population-allocation projects with non-awarded competitive projects. The project substitution will not increase or decrease the dollar amount appropriated to Hidalgo County.

BACKGROUND

On December 18, 2008 the Texas Transportation Commission approved the minute order requesting Hidalgo County to substitute identified 3rd Call Border Colonia Access Program projects.

Fiscal Impact

FISCAL YEAR: 8

ACCT. #: 8-1312-431-00-XXX-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Amendment No. 1 3rd Call Substitute Pct. 1 and Pct. 3

Form Routing/Status

Form Started By: Marcie
Jackson

Started On: 12/29/2008 08:34
AM

Final Approval Date: 12/31/2008

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #1**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 to effectuate their agreement to establish a transportation program construction of access roads in the County; and,

WHEREAS, the County has opted to transfer a portion of the non-competitive funds awarded to it to other eligible colonia projects, as approved by Texas Transportation Commission Minute Order 111637; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items:

Attachment B, Project Budget, is voided in its entirety and replaced with the new **Attachment B, Project Budget**, attached to this amendment.

Attachment C, Project Applications, deletes and adds the following project applications, with the added applications attached to this amendment:

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Deleted Project Applications					
HIDALGO	M1080932	Indian Hills East	Repaving	2.96	\$1,260,219
HIDALGO	M1080111	Blue Star Enterprises #2	Repaving & Drainage	0.41	\$287,214
HIDALGO	M1080310	Havana Lomas #4	Repaving & Drainage	0.21	\$133,601
HIDALGO	M1080311	Havana Lomas #5	Repaving & Drainage	0.13	\$90,150
HIDALGO	M1080348	Jardin Terrace Subdivision	Repaving & Drainage	0.28	\$185,510
HIDALGO	M1080587	Ramirez Subdivision	Repaving & Drainage	0.10	\$76,910
HIDALGO	M1080588	Ramirez Subdivision #2	Repaving & Drainage	0.10	\$70,560
HIDALGO	M1080589	Ramirez Subdivision #3	Repaving & Drainage	0.14	\$66,122
HIDALGO	M1080600	Randolph Barnett #1	Repaving & Drainage	0.12	\$90,610
HIDALGO	M1080606	Regal Estates	Repaving & Drainage	0.24	\$191,110

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Added Project Applications					
HIDALGO	M1080120	Brenda Gay	Repaving & Drainage	0.24	\$109,956
HIDALGO	M1080860	Chapa 2 (SL9)	Repaving & Drainage	0.63	\$343,069
HIDALGO	M1080232	Colonia Boyce (for Donna R.O.W.)	Repaving	0.44	\$134,548
HIDALGO	M1080362	L & P Subdivision	Repaving & Drainage	0.24	\$117,989
HIDALGO	M1080423	Los Castillos Estates	Repaving	0.24	\$81,524
HIDALGO	M1080895	Mary Ann	Repaving & Drainage	0.53	\$248,469
HIDALGO	M1080181	Colonia Saenz	Repaving & Drainage	0.11	\$67,019
HIDALGO	M1080779	Valley View Estates	Repaving & Drainage	0.32	\$144,923
HIDALGO	M1080421	Loma Linda Heights Subdivision	Repaving & Drainage	0.98	\$650,748
HIDALGO	M1080141	Casa de los Vecinos	Repaving & Drainage	0.85	\$538,247

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County

By: _____
Honorable J. D. Salinas III

Printed Name

County Judge Pro-Tem

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Mario Jorge, P.E.

District Engineer, Pharr District
Title

Date

Attachment B
Project Budget

Border Colonias 3rd Call

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs (\$)
HIDALGO	M1080882	La Flor Estates	7,638.00	84,329.25	91,967.25
HIDALGO	M1080790	Village Grove #2		42,407.91	42,407.91
HIDALGO	M1080397	La Suenia	126,020.00	231,579.36	357,599.36
HIDALGO	M1080600	Randolph Barnett #1	30,640.00	60,000.00	90,640.00
HIDALGO	M1080606	Regal Estates	71,140.00	120,000.00	191,140.00
HIDALGO	M1080406	Las Brisas	47,500.00	130,000.00	177,500.00
HIDALGO	M1080883	La Flor Gardens	7,636.00	84,329.25	91,965.25
HIDALGO	M1080891	Los Encinos #2	104,425.00	113,480.03	217,905.03
HIDALGO	M1080274	Foster Subdivision	16,108.00	95,000.00	111,108.00
HIDALGO	M1080348	Jardin Terrace Subdivision	45,540.00	140,000.00	185,540.00
HIDALGO	M1080461	Mid-Valley Estates	21,600.00	213,250.95	234,850.95
HIDALGO	M1080687	South Palm Gardens Estates #1		58,759.11	58,759.11
HIDALGO	M1080055	Ariel Hinojosa Subdivision	24,310.00	121,491.95	145,801.95
HIDALGO	M1080886	Laborsita	5,124.00	54,900.48	60,024.48
HIDALGO	M1080804	Wes-Mer Subdivision	10,800.00	78,876.17	89,676.17
HIDALGO	M1080063	Balli Estates		536,612.27	536,612.27
HIDALGO	M1080401	Lakeview Subdivision	22,400.00	355,000.00	377,400.00
HIDALGO	M1080185	Colonia Whalen Road	26,756.00	98,047.17	124,803.17
HIDALGO	M1080855	Ash County	32,400.00	97,905.35	130,305.35
HIDALGO	M1080300	Hacienda De Los Vegas	4,534.00	107,976.43	112,510.43
HIDALGO	M1080340	Havana Lomas #4	28,740.00	104,890.95	133,600.95
HIDALGO	M1080111	Blue Star Enterprises #2	84,060.00	203,163.72	287,213.72
HIDALGO	M1080082	Basham #18	43,060.00	124,147.05	167,207.05
HIDALGO	M1080329	Hoehn Drive Subdivision	105,322.00	351,700.63	457,022.63
HIDALGO	M1080454	McColl Estates	68,875.00	112,422.71	181,297.71
HIDALGO	M1080319	High Point Subdivision		121,186.80	121,186.80
HIDALGO	M1080079	Basham #14	58,580.00	188,671.09	247,251.09
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	220,065.00	295,784.13	515,849.13
HIDALGO	M1080380	La Homa Grove Estates	37,410.00	117,815.67	155,225.67

Border Colonias 3rd Call

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs (\$)
HIDALGO	M1080932	Indian Hills East		1,260,219.06	1,260,219.06
HIDALGO	M1080940	Sundown's Retirement Center	100,895.00	108,870.74	209,765.74
HIDALGO	M1080324	Hilda Subdivision #2	62,020.00	120,000.00	182,020.00
HIDALGO	M1080262	Esperanza Estates	87,255.00	115,087.81	202,342.81
HIDALGO	M1080148	Chapa North	16,200.00	69,570.58	85,770.58
HIDALGO	M1080752	Trenton Terrace	140,840.00	135,000.00	275,840.00
HIDALGO	M1080657	Seminary Village Subdivision	36,400.00	135,000.00	171,400.00
HIDALGO	M1080149	Chapa South	9,000.00	66,877.78	75,877.78
HIDALGO	M1080234	Dude Hill #1	28,335.00	60,000.00	88,335.00
HIDALGO	M1080900	Morningside South	143,325.00	217,458.93	360,783.93
HIDALGO	M1080596	Rancho Escondido	183,270.00	269,551.95	452,821.95
HIDALGO	M1080154	Citriana Village	165,795.00	319,874.96	485,669.96
HIDALGO	M1080688	South Palm Gardens Estates #2		48,602.00	48,602.00
HIDALGO	M1080311	Havana Lomas #5	25,150.00	65,000.00	90,150.00
HIDALGO	M1080896	McKee #1	36,100.00	86,774.07	122,874.07
HIDALGO	M1080215	De Anda Subdivision	12,600.00	51,725.18	64,325.18
HIDALGO	M1080413	Las Milpas Subdivision	72,685.00	117,072.59	189,757.59
HIDALGO	M1080591	Ramon Leal Subdivision	15,570.00	70,547.90	86,117.90
HIDALGO	M1080387	La Mesa Subdivision	60,500.00	149,480.86	209,980.86
HIDALGO	M1080890	Los Encinos #1	39,585.00	45,000.00	84,585.00
HIDALGO	M1080587	Ramirez Subdivision	26,910.00	50,000.00	76,910.00
HIDALGO	M1080588	Ramirez Subdivision #2	20,560.00	50,000.00	70,560.00
HIDALGO	M1080589	Ramirez Subdivision #3	31,160.00	34,961.95	66,121.95
HIDALGO	M1080844	Colonia Esperanza #1	19,118.00	85,605.53	104,723.53
HIDALGO	M1080536	Palm Lake Estates #1	202,072.00	496,541.00	698,613.18

Border Colonias 3rd Call

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs (\$)
HIDALGO	M1080120	Brenda Gay	\$10,800.00	\$99,156.41	\$109,956.41
HIDALGO	M1080860	Chapa 2 (SL9)	\$68,400.00	\$274,668.56	\$343,068.56
HIDALGO	M1080232	Colonia Boyce (for Donna R.O.W.)	\$0	\$134,547.58	\$134,547.58
HIDALGO	M1080362	L & P Subdivision	\$18,000.00	\$99,988.82	\$117,988.82
HIDALGO	M1080423	Los Castillos Estates	\$0	\$81,524.23	\$81,524.23
HIDALGO	M1080895	Mary Ann	\$28,800.00	\$219,668.66	\$248,468.66
HIDALGO	M1080181	Colonia Saenz	\$16,200.00	\$50,818.91	\$67,018.91
HIDALGO	M1080779	Valley View Estates	\$8,368.00	\$136,555.34	\$144,923.34
HIDALGO	M1080421	Loma Linda Heights Subdivision	\$161,250.00	\$489,497.50	\$650,747.50
HIDALGO	M1080141	Casa De Los Vecinos	\$114,490.00	\$423,757.12	\$538,247.12
NOTE: Remainder of non-competitive funds awarded to Hidalgo County that may be used for other eligible colonia project over runs					\$15,514.55

Border Colonias 3rd Call

2008 Competitive Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs(\$)
HIDALGO	M1080536	Palm Lake Estates #1	57,227.00	140,622.00	197,849.00
HIDALGO	M1080470	Monica Acres	35,510.00	73,187.53	108,697.53
HIDALGO	M1080465	Miller Resub Lot A	60,965.00	76,037.83	137,002.83
HIDALGO	M1080220	Delta West Subd.	41,600.00	313,968.53	355,568.53
HIDALGO	M1080228	Diaz Subd.	9,000.00	55,595.18	64,595.18
HIDALGO	M1080460	Mesquite Acres Subd.	98,445.00	125,724.71	224,169.71
HIDALGO	M1080780	Vereda Tropical	25,660.00	119,307.18	144,967.18

Attachment C
Project Applications

AI-13105

13.A.

**Interlocal Cooperation Agreement w/City of Palmhurst
CC REGULAR**

Date: 01/06/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Palmhurst.

BACKGROUND

Fiscal Impact

Attachments

Link: [Interlocal Agmt](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 09:49 AM	APRV
2	Erika Reyna	Erika Reyna	12/31/2008 04:49 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Norma Ceballos

Started On: 12/30/2008 08:22 AM

Final Approval Date: 12/31/2008

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

This AGREEMENT is made on this the ____ day of January 2009, by and between the **CITY OF PALMHURST, TEXAS** hereinafter referred to as "City" and the **COUNTY OF HIDALGO**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Palmhurst is a municipality located in Hidalgo County, Texas;

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

WHEREAS, the parties desire to make certain road improvements to Trosper Road from North 3 Mile Road to the north approximately one quarter (1/4) of a mile within the city limits of City; (the "Road") as more particularly described in Exhibit "A";

WHEREAS, the Road in its present condition poses a safety hazard to travelers within City and County because this portion of the Road has collapsed due to the installation of a sewer line and improperly packed ground in the vicinity;

WHEREAS, it would serve a legitimate county purpose to assist City in protecting the general health and welfare of its citizens by providing certain improvements to the Road as described in Exhibit "A";

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code Section 791.00a *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, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

- 
1. County agrees to provide materials, equipment and labor necessary to complete the Road improvements by providing an asphalt overlay within the city limits of Palmhurst a distance of approximately one quarter (1/4) of a mile as described in Exhibit "A", subject to full reimbursement as herein described in paragraph 2 below.
 2. City agrees to reimburse County with Urban County funds designated for City, within thirty (30) days of invoice from County an amount equal to the amount County paid for any such materials utilized by County within the city limits of Palmhurst under this Interlocal Agreement in an amount not to exceed Eighteen Thousand Dollars

23,778- and No/100ths (\$18,000.00) and for equipment and labor in an amount not to exceed Five Thousand Seven Hundred and Seventy Eight Dollars and No/100ths (\$5,778.00). City further consents for City designated Urban County funds to be used for the Road improvements as described herein.

3. City authorizes County to perform the work to the Road as described herein within its city limits.
4. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road described herein.
5. County agrees to complete the work to the Road described herein within the city limits of Palmhurst within 90 days of execution of this Agreement.
6. County agrees it is in its best interest to provide such assistance to City and that such portion of the Road serves as a connecting link and integral part of the County road system.
7. Following completion of the Road improvements described herein, City agrees to be responsible for maintenance of the Road so long as the Road remains within its corporate city limits, and County shall be relieved of all duties and obligations stated herein.
8. 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.
9. **Conflict of 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 and 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 provision 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.
10. **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.
11. **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) and 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 City and

County, and not otherwise.

12. 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.

13. 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 Palmhurst
Attn: City Manager
4417 N. Shary Road
Palmhurst, Texas 78574

If to County: Hidalgo County, Texas
Attention: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Joe Flores, Commissioner, Precinct No. 3
PO Box 607
Mission, Texas 78573

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 Palmhurst and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Palmhurst 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. §271.903.

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

CITY OF PALMHURST

Ramiro Rodriguez, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: SHL

Stephen L. Crain

EXHIBIT "A"

1. The first of the two photographs is a black and white photograph of a man in a suit and tie, standing in front of a building. The man is looking towards the camera. The building has a sign that reads "HOTEL" and "RESTAURANT".

2. The second photograph is a black and white photograph of a man in a suit and tie, standing in front of a building. The man is looking towards the camera. The building has a sign that reads "HOTEL" and "RESTAURANT".

3. The third photograph is a black and white photograph of a man in a suit and tie, standing in front of a building. The man is looking towards the camera. The building has a sign that reads "HOTEL" and "RESTAURANT".

4. The fourth photograph is a black and white photograph of a man in a suit and tie, standing in front of a building. The man is looking towards the camera. The building has a sign that reads "HOTEL" and "RESTAURANT".

5. The fifth photograph is a black and white photograph of a man in a suit and tie, standing in front of a building. The man is looking towards the camera. The building has a sign that reads "HOTEL" and "RESTAURANT".

AI-13140

13.B.

**BCAP Inter-departmental transfer
CC REGULAR**

Date: 01/06/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Request approval of 2009 inter-departmental transfer for Precinct #3 Colonia Access Program (1311) from Casa De Los Vecinos (program 141) to Barney Groves (program 072), El Sol #1 (program 250), and El Sol #2 (program 251) in the amount of \$79,600.00

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

8-1311-431-00-123-141-0-733 Available balance as of 12/31/08 \$160,911.84
Funding will carry over to 9-1311-431-00-123-141-0-733

Attachments

Link: [Inter-Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 04:23 PM	APRV
2	Erika Reyna	Erika Reyna	12/31/2008 02:20 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Norma Ceballos
Started On: 12/30/2008 04:06 PM
Final Approval Date: 12/31/2008

INTER-DEPARTMENTAL TRANSFER

DATE: December 30, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1311-431-00-123-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:		
9-1311-431-00-123-141-0-733	Casa de los Vecinos Drainage Ditches	(79,600.00)
TO:		
9-1311-431-00-123-072-0-734	Barney Groves Subdivision Streets	\$ 7,600.00
9-1311-431-00-123-250-0-734	El Sol #1 Subdivision Streets	\$ 50,000.00
9-1311-431-00-123-251-0-734	El Sol #2 Subdivision Streets	\$ 22,000.00
Total Budget (Increase/Decrease)		0.00

REASON: To cover expected expenses. Type D Hot Mix Asphalt

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-13158

13.C.

**Budget Amendment
CC REGULAR**

Date: 01/06/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Requesting approval of 2009 appropriation of funds into Precinct #3 Road & Bridge Fund (1203) in the amount of \$73,095.02

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> Funding available as of 12/31/08.	

Attachments

Link: [BA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 10:54 AM	APRV
2	Erika Reyna	Erika Reyna	12/31/2008 02:09 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW
Form Started By: Norma Ceballos			Started On: 12/31/2008 10:44 AM	
Final Approval Date: 12/31/2008				

DATE: December 31, 2008

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - R&B Fund (#1203)

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-

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.

[illegible]

REASON: Expected expenses.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

Budget at dept. level & Authorize Budget Officer to amend the budget CC REGULAR

Date: 01/06/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

1. Approval of the 2009 Adopted Budget at Department level. Intradepartment, interdepartment and Interfund transfers will continue to require Commissioners Court Approval.
2. Approval to designate and authorize the Budget Officer to amend the budget by transferring amounts budgeted for certain items to other budgeted items, as necessary for County operations, with reports to Commissioner's Court as per Texas Local Government Code Section 111.070C(2).
3. Approval to designate the General Fund and Special Revenue funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 02:42 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/30/2008 02:43 PM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 10:09 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 01:58 PM	APRV

Form Started By: Sylvia Solis

Started On: 12/30/2008 02:08 PM

Final Approval Date: 12/31/2008

AI-13148

14.B.

2008 Non-Agenda Transfers

CC REGULAR

Date: 01/06/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of non-agenda budget transfers as of December 30, 2008.

BACKGROUND

Fiscal Impact

Attachments

Link: [2008 Emergency Transfer Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/31/2008 08:09 AM	APRV
2	Budget & Management	Veronica Lopez	12/31/2008 09:01 AM	APRV
3	Veronica Lopez	Veronica Lopez	12/31/2008 10:41 AM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 10:54 AM	APRV
5	Purchasing Department	Marty Salazar	12/31/2008 02:07 PM	APRV

Form Started By: Ivan Cantu
Started On: 12/31/2008 08:05 AM

Final Approval Date: 12/31/2008

Hidalgo County Non-Agenda Transfers for the Year 2008

Date	JE #	Amount	Department	Reason
1/7/2008	80013	\$ 2,500.00	Emergency Mgmt-ES	To fund vehicle R&M srvs, cell phone & Gasoline expenses
1/7/2008	80014	4,200.00	Constable Pct. #4*	To purchase Police supplies & weapons
1/9/2008	80029	5,246.05	Purchasing Dept.*	To purchase new computer equipment; requisition #123960
1/10/2008	80032	3,000.00	398th DC*	To fund supplemental pay
1/16/2008	80062	2,912.00	County Shop	To fund early 2008 expenditures
1/16/2008	80063	610.00	Pct. #2 CRC*	To fund early 2008 expenditures
1/17/2008	80066	800.00	HIDTA Task Force	To fund unanticipated expenditures
1/17/2008	80064	107,379.69	County Auditor	To correct object code
1/17/2008	80065	5,500.00	206th DC	To fund expected expenses
1/28/2008	80146	50.00	DBM-Safety Division	To fund the filing fees
1/29/2008	80183	21,000.00	Gen Govt Bldg	To pay for lawn care
1/30/2008	80184	1,510.00	CCL#1*	Pay for conference chairs & tables
2/4/2008	80255	3,295.25	CO, 2006 - Pct #1	To fund Work Authorization #4
2/6/2008	80300	6,468.00	County Records Mgmt	To fund Lone Star Shredding & Document Storage Co. Srvs.
2/19/2008	80411	150.00	IT Dept	To fund requisition #127082
2/22/2008	80477	3,441.58	County Clerk	To cover expected expenditures
3/4/2008	80611	3,587.50	CCL#2*	To cover neg. bal. due to 2007 PO's rollovers
3/5/2008	80614	2,500.00	Emergency Mngmt-ES	To fund vehicle R&M srvs
3/5/2008	80615	330.00	County Clerk	To fund requisition #127134
3/6/2008	80662	4,540.20	County Judge	To cover invoice #126763
3/6/2008	80663	3,838.47	206th DC	Fund future contractual obligations, due to lack of an interpreter
3/6/2008	80674	3,838.47	206th DC	Adjusting JE #80663
3/17/2008	80737	30,000.00	Pct. #3-Sanitation	To cover Equip R&M srvs & suppl.
3/20/2008	80776	15,700.00	Emergency Srvs-EM*	Diesel, food & retal of port-a-pottie exp. incurred during wildfire
3/27/2008	80832	3,000.00	County Clerk Record Archive	Pay Starr Telecommunication, for cabling at Roberts Chev bldg
3/31/2008	80868	49,408.00	Pct. #3-R&B-P/U	To purchase three vehicles
4/4/2008	80978	7,149.00	Sheriff	Pay Gilbarco & Afix Technologies
4/18/2008	81096	18,700.00	Co. Comm.*	To fund membership dues for the Texas Border Coalition
7/8/2008	82106	100.00	Co. Comm.	To fund dues for the International Council of Shopping Ctrs (ICSC)
7/22/2008	82206	5,000.00	Emergency Srvs-EM	To fund food expenses for the remaining of 2008
7/25/2008	82088	65,000.00	Emergency Svcs-EM*	To fund monitoring services and clean up services for Beck Disaster Recovery & Ashbritt, Inc. in relation to hurricane "Dolly" occuring on 7-24-08

Hidalgo County Non-Agenda Transfers for the Year 2008

Date	JE #	Amount	Department	Reason
7/29/2008	82299	3,000.00	LRGVDC Solid Waste Constable Pct. 3	To purchase educational supplies for a National Night Event
9/4/2008	82868	75,000.00	Disaster/Flood 8-16-08	To fund vacuum truck rentals
9/9/2008	82963	4,500.00	Emergency Svcs-EM	To fund future expected expenses
9/23/2008	83169	5,000.00	Hurricane Dolly	To fund safety supplies expenses in relation to Hurricane Dolly
11/7/2008	83947	3,000.00	Gen Govt Bldg*	To fund AC repairs for the Health & WIC buildings
11/12/2008	83956	3,000.00	Gen. Govt. Bldg	To purchase A/C equipment & supplies to replace A/C unit located at the Pharr Health/WIC Clinic.
11/18/2008	84092	42,500.00	Elections Dept.	To fund expenditures for software maintenance agreement.
12/2/2008	84306	520.86	Pct. 1 Rd Adm.	To make funds available for req #143950.
12/15/2008	84527	9,052.57	Hurricane Dolly	To fund health insurance expenditures related to Hurricane Dolly
12/15/2008	84528	366.78	Sheriff	To fund negative balance for postage expenditures
12/30/2008	84674	1,250.00	Co. Comm.	To fund notary bond for Comm. Sylvia Handy for the period 2009-2012

Total Transfers as of 12/30/2008	\$	527,944.42
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*Funded from County Wide Contingency.

AI-13183

14.C.

**Request for Temporary Secretary Position
CC REGULAR**

Date: 01/06/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 4
Department: BUDGET & MANAGEMENT
Agenda Category: Constables

Information

CAPTION

Constable Precinct #4:

1. Approval to create one temporary fulltime Secretary position, slot no. 010 budgeted at \$24,090.00 per year/ \$11.58 per hour, not to exceed six months.
2. Approval of revised salary schedule.

BACKGROUND

Due to an employee that is out on FMLA.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/31/2008 04:54 PM	APRV
2	Sergio Cruz		12/31/2008 04:57 PM	NEW
Form Started By: Rosie Cantu		Started On: 12/31/2008 04:24 PM		
Final Approval Date: 12/31/2008				

AI-13179

14.D.

Pct. 1 - Creation of 3 positions

CC REGULAR

Date: 01/06/2009
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. 1 - R&B:

1. Approval to create the following new positions:
 - (1) Call Center Manager position, slot #81 and set salary at \$55,000.00.
 - (1) Personnel Manager positions, slot #82 and set salary at \$65,000.00.
 - (1) Field Operations Director, slot #83 and set salary at \$65,000.00.
2. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

Attachments

Link: [Fiscal Note](#)

Link: [revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Dina Trevino	12/31/2008 04:27 PM	APRV
2	Erika Reyna		12/31/2008 04:57 PM	PEND

Form Started By: Dina Trevino

Started On: 12/31/2008 04:08 PM

Final Approval Date: 12/31/2008

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero, Jr., Budget Officer
CC Date: Tuesday, January 06, 2009

Agenda Item: 13179

Summary of request/proposal:

Pct. 1 R & B (P/U Rd) is requesting approval to create the following new positions: 1 Call Center Manager, slot 81 @ \$55,000.00/year; 1 Personnel Manager, slot 82@ \$65,000.00/ year and 1 Field Operations Director, slot 83 @ \$65,000.00/ year

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1201	Call Center Manager	0081	113	0.00	55,000.00	55,000.00
1201	Personnel Manager	0082	113	0.00	65,000.00	65,000.00
1201	Field Operations Director	0083	113	0.00	65,000.00	65,000.00
						185,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1201-431-00-121-005-0-113	Pct. 1 P/U Rd. Perm. F/T Employees	185,000.00
8-1201-431-00-121-005-0-211	Pct. 1 P/U Rd. Health Insurance	12,492.00
8-1201-431-00-121-005-0-212	Pct. 1 P/U Rd. Life Insurance	99.00
8-1201-431-00-121-005-0-220	Pct. 1 P/U Rd. Fica	14,152.50
8-1201-431-00-121-005-0-230	Pct. 1 P/U Rd. Retirement	16,243.00
8-1201-431-00-121-005-0-250	Pct. 1 P/U Rd. Unemployment Comp.	925.00
8-1201-431-00-121-005-0-260	Pct. 1 P/U Rd. Workers Comp.	1,110.00
	2008 Budgetary Impact	230,021.50

2009 Budgetary Impact: 230,021.50

Possible Funding Sources: R & B funds

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1201-431-00-121-005-0

AI - 13179

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	113	CHIEF ADMINISTRATOR	80,340.00	0.00	80,340.00	0.05	4,017.00	0.00	84,357.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	113	BUDGET MANAGER	67,600.00	0.00	67,600.00	0.05	3,380.00	0.00	70,980.00	0.00	540.00	0.00	0.00	0.00	0.00	540.00
3	113	HR COORD	60,320.00	0.00	60,320.00	0.05	3,016.00	0.00	63,336.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00
4	113	ADMINISTRATIVE ASSISTANT	56,731.00	0.00	56,731.00	0.05	2,836.55	0.00	59,568.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	113	R.O.W. DIRECTOR	47,731.00	0.00	47,731.00	0.05	2,386.55	0.00	50,118.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	113	INVENTORY COOR	46,800.00	0.00	46,800.00	0.05	2,340.00	0.00	49,140.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00
7	113	ACCOUNTANT	46,800.00	0.00	46,800.00	0.05	2,340.00	0.00	49,140.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	113	COORDINATOR	42,385.00	0.00	42,385.00	0.05	2,119.25	0.00	44,504.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
10	113	SAFETY DIRECTOR	40,676.00	0.00	40,676.00	0.05	2,033.80	0.00	42,710.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
11	113	ASST FIELD/OP DIR	37,681.00	0.00	37,681.00	0.05	1,884.05	0.00	39,565.00	0.00	420.00	0.00	0.00	0.00	0.00	420.00
12	113	SPECIAL PROJ COORD	37,450.00	0.00	37,450.00	0.05	1,872.50	0.00	39,322.00	0.00	540.00	0.00	0.00	0.00	0.00	540.00
13	113	PAVING SUPVSR	36,284.00	0.00	36,284.00	0.05	1,814.20	0.00	38,098.00	0.00	960.00	0.00	0.00	0.00	0.00	960.00
14	113	SAFETY COORDIN	36,284.00	0.00	36,284.00	0.05	1,814.20	0.00	38,098.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00
19	113	TRCK DRIVER I	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	113	HEAVY EQUIPMENT OPERATOR III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	780.00	0.00	0.00	0.00	0.00	780.00
21	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	113	HEAVY EQUIPMENT OPERATOR I	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
23	113	Maintenance III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	113	MAINTENANCE II	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	540.00	0.00	0.00	0.00	0.00	540.00
25	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	113	GRANTS SPECIALIST	32,321.00	0.00	32,321.00	0.05	1,616.05	0.00	33,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	113	TRF CTRL SPC I	32,018.00	0.00	32,018.00	0.05	1,601.00	0.00	33,619.00	0.00	660.00	0.00	0.00	0.00	0.00	660.00
29	113	MECHANIC II	31,027.00	0.00	31,027.00	0.05	1,551.35	0.00	32,578.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1201-431-00-121-005-0

AI - 13179

PCT. 1 P/U RD

30	113	HEAVY EQ OP II	30,258.00	0.00	30,258.00	0.05	1,512.90	0.00	31,771.00	0.00	1,320.00	0.00	0.00	0.00	0.00	1,320.00
31	113	MAINTENANCE III	29,190.00	0.00	29,190.00	0.05	1,459.50	540.50	31,190.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	113	CLERK/RECEPTIONIST	28,016.00	0.00	28,016.00	0.05	1,400.80	599.20	30,016.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	113	HEAVY EQ OP III	27,857.00	0.00	27,857.00	0.05	1,392.85	607.15	29,857.00	0.00	1,380.00	0.00	0.00	0.00	0.00	1,380.00
36	113	HEAVY EQ OP II	27,852.00	0.00	27,852.00	0.05	1,392.60	607.40	29,852.00	0.00	900.00	0.00	0.00	0.00	0.00	900.00
37	113	MAINTENANCE II	27,852.00	0.00	27,852.00	0.05	1,392.60	607.40	29,852.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	113	HEAVY EQ OP II	27,852.00	0.00	27,852.00	0.05	1,392.60	607.40	29,852.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	113	TRUCK DRIVER III	27,031.00	0.00	27,031.00	0.05	1,351.55	648.45	29,031.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	113	MAINTENANCE I	26,807.00	0.00	26,807.00	0.05	1,340.35	659.65	28,807.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	113	TRUCK DRIVER III	26,026.00	0.00	26,026.00	0.05	1,301.30	698.70	28,026.00	0.00	840.00	0.00	0.00	0.00	0.00	840.00
42	113	MAINTENANCE II	25,562.00	0.00	25,562.00	0.05	1,278.10	721.90	27,562.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	113	TRCK DRIVER III	25,562.00	0.00	25,562.00	0.05	1,278.10	721.90	27,562.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	113	TRCK DRIVER I	24,607.00	0.00	24,607.00	0.05	1,230.35	769.65	26,607.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	113	HEAVY EQUIPMENT OPERATOR III	24,607.00	0.00	24,607.00	0.05	1,230.35	769.65	26,607.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	113	HEAVY EQ OP I	24,334.00	0.00	24,334.00	0.05	1,216.70	783.30	26,334.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
47	113	TRUCK DRIVER III	24,334.00	0.00	24,334.00	0.05	1,216.70	783.30	26,334.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	113	TRUCK DRIVER III	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	113	TRCK DRVER III	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50	113	TRCK DRIVER III	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	113	HEAVY EQ OP I	23,483.00	0.00	23,483.00	0.05	1,174.15	825.85	25,483.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00
52	113	MAINTENANCE I	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54	113	HEAVY EQ OP I	23,033.00	0.00	23,033.00	0.05	1,151.65	848.35	25,033.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	113	DATA ENTRY CLERK	21,988.00	0.00	21,988.00	0.05	1,099.40	900.60	23,988.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	113	HEAVY EQUIPMENT OPERATOR III	21,985.00	0.00	21,985.00	0.05	1,099.25	900.75	23,985.00	0.00	420.00	0.00	0.00	0.00	0.00	420.00
58	113	MAINTENANCE I	21,635.00	0.00	21,635.00	0.05	1,081.75	918.25	23,635.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	113	COMMUNITY LIAISON	42,000.00	0.00	42,000.00	0.05	2,100.00	0.00	44,100.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1201-431-00-121-005-0

AI - 13179

PCT. 1 P/U RD

72	113	DIRECTOR OF OPERATIONS	65,265.00	0.00	65,265.00	0.05	3,263.25	0.00	68,528.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	113	MAINTENANCE III	32,000.00	0.00	32,000.00	0.05	1,600.00	0.00	33,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	113	TIRE REPAIR/MAINTENANCE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	113	RESEARCH & DEVELOPMENT COORDINATOR	42,000.00	0.00	42,000.00	0.05	2,100.00	0.00	44,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	113	CONTRACTS MANAGER	42,000.00	0.00	42,000.00	0.05	2,100.00	0.00	44,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	113	MECHANIC III	37,440.00	0.00	37,440.00	0.05	1,872.00	0.00	39,312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
78	113	DIESEL MECHANIC	0.00	0.00	40,000.00	0.05	2,000.00	0.00	42,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79	113	GENERAL FOREMAN	0.00	50,000.00	50,000.00	0	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	113	MATERIAL MANAGEMENT MANAGER	0.00	40,000.00	40,000.00	0	0.00	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	113	CALL CENTER MANAGER	0.00	55,000.00	55,000.00	0	0.00	0.00	55,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
82	113	PERSONNEL MANAGER	0.00	65,000.00	65,000.00	0	0.00	0.00	65,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
83	113	FIELD OPERATIONS DIRECTOR	0.00	65,000.00	65,000.00	0	0.00	0.00	65,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,910,580.00	275,000.00	2,225,580.00		97,529.10	18,657.55	2,156,766.00	0.00	16,200.00	0.00	0.00	0.00	0.00	16,200.00

Creation of new Center Manager (slot 81), Personnel Manager (slot 82), and Field Operations Director (slot 83) pending CC approval.

NEW PROPOSED POSITION: SLOT NO. 81, 82, & 83

**Creation of positions, employee transfers, budgeted salary correction
CC REGULAR**

Date: 01/06/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Comm. Flores
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information**CAPTION****Pct. #3 Road & Bridge:**

1. Approval to create one (1) Administrative Aide position, slot no. 8 for Veteran's Services, budgeted at \$45,443.00 and transfer-in employee no. 122718 from Pct. #3 Road & Bridge.
2. Approval to create one (1) Community Liaison position, slot no. 33 for Human Services budgeted at \$41,081.00 and transfer - in employee no. 148598 from Pct. #3 Road & Bridge.
3. Approval to create one (1) Custodian position, slot no. 90 for B&G budgeted at \$28,000.00 and transfer-in employee no. 100498 from Pct. #3 Road & Bridge.
4. Approval to create one (1) Maintenance I position, slot no. 91 for B&G budgeted at \$28,000.00 and transfer - in employee no. 140236 from Pct. #3 Road & Bridge.
5. Approval of 2009 revised salary schedules.

Pct. #3 Sanitation:

1. Approval to correct the budgeted salary for one (1) Heavy Equipment Operator III position, slot no. 10 to \$33,600.00.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Need to add the deletion of four slots from Precinct No. 3

AttachmentsLink: [B & G Fiscal Note](#)Link: [B&G Salary Schedule](#)Link: [Veterans Fiscal Note](#)Link: [Veterans Serv. Revised salary schedule](#)Link: [Human Service Fiscal Note](#)

Link: [Health & Human Services Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 08:47 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/31/2008 08:52 AM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 12:05 PM	APRV
4	Dina Trevino	Dina Trevino	12/31/2008 01:45 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	12/31/2008 03:52 PM	APRV
6	Purchasing Department		12/31/2008 04:57 PM	NEW

Form Started By: Angela Garcia

Started On: 12/31/2008 08:25 AM

Final Approval Date: 12/31/2008

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, December 30, 2008

Agenda Item: 13080

Summary of request/proposal:

B & G: A. Approval to transfer one Custodian position, slot no. 123-005-0053 budgeted at \$28,000.00 from Precinct No. 3 R & B to Buildings & Grounds, slot no. 220-001-0090. B. Approval to transfer one Maintenance I position, slot no. 123-005-0059 budgeted at \$28,000.00 from Precinct No. R & B to Buildings & Grounds, slot no. 220-001-0091.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Custodian	0090	113	0.00	28,000.00	28,000.00
1100	Maintenance I	0091	113	0.00	28,000.00	28,000.00
						56,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-419-40-220-001-0-	113 Gen Govt. Bldg. Perm. F/T Employees	56,000.00
8-1100-419-40-220-001-0-	211 Gen Govt. Bldg. Health Insurance	8,328.00
8-1100-419-40-220-001-0-	212 Gen Govt. Bldg. Life Insurance	66.00
8-1100-419-40-220-001-0-	220 Gen Govt. Bldg. Fica	4,284.00
8-1100-419-40-220-001-0-	230 Gen Govt. Bldg. Retirement	4,916.80
8-1100-419-40-220-001-0-	250 Gen Govt. Bldg. Unemployment Comp.	280.00
8-1100-419-40-220-001-0-	260 Gen Govt. Bldg. Workers Comp.	3,472.00
	2008 Budgetary Impact	77,346.80

2010 Budgetary Impact: 77,346.80

Possible Funding Sources: General Fund

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-419-40-220-001-0

AI - 13080

GEN GOVT BLDG

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR	60,840.00	0.00	60,840.00	5.00%	3,042.00	0.00	63,882.00	0.00	420.00	0.00	0.00	0.00	0.00	420.00
0002	113	EXECUTIVE ASST	42,372.00	0.00	42,372.00	5.00%	2,118.60	0.00	44,491.00	0.00	840.00	0.00	0.00	0.00	0.00	840.00
0003	113	GENERAL FOREMAN	49,500.00	0.00	49,500.00	5.00%	2,475.00	0.00	51,975.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	A/C SPECIALIST	33,000.00	0.00	33,000.00	5.00%	1,650.00	0.00	34,650.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0005	113	PLUMBER	33,000.00	0.00	33,000.00	5.00%	1,650.00	0.00	34,650.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0006	113	ELECTRICIAN	33,000.00	0.00	33,000.00	5.00%	1,650.00	0.00	34,650.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0007	113	A/C TECHNICIAN	33,000.00	0.00	33,000.00	5.00%	1,650.00	0.00	34,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	ELECTRICIAN	33,000.00	0.00	33,000.00	5.00%	1,650.00	0.00	34,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	BUDGET CLERK II	28,600.00	0.00	28,600.00	5.00%	1,430.00	570.00	30,600.00	0.00	1,380.00	0.00	0.00	0.00	0.00	1,380.00
0011	113	SECRETARY	26,415.00	0.00	26,415.00	5.00%	1,320.75	679.25	28,415.00	0.00	660.00	0.00	0.00	0.00	0.00	660.00
0012	113	MAINTENANCE	23,236.00	0.00	23,236.00	5.00%	1,161.80	838.20	25,236.00	0.00	840.00	0.00	0.00	0.00	0.00	840.00
0013	113	MAINTENANCE	23,236.00	0.00	23,236.00	5.00%	1,161.80	838.20	25,236.00	0.00	900.00	0.00	0.00	0.00	0.00	900.00
0014	113	MAIL CLERK	22,535.00	0.00	22,535.00	5.00%	1,126.75	873.25	24,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	MAIL CLERK	22,535.00	0.00	22,535.00	5.00%	1,126.75	873.25	24,535.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00
0016	113	ELECTRICIAN HELPER	21,891.00	0.00	21,891.00	5.00%	1,094.55	905.45	23,891.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	A/C TECHNICIAN HELPER	21,891.00	0.00	21,891.00	5.00%	1,094.55	905.45	23,891.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018	113	PLUMBER HELPER	21,891.00	0.00	21,891.00	5.00%	1,094.55	905.45	23,891.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0019	113	CUSTODIAN	21,555.00	0.00	21,555.00	5.00%	1,077.75	922.25	23,555.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0020	113	CUSTODIAN	21,555.00	0.00	21,555.00	5.00%	1,077.75	922.25	23,555.00	0.00	780.00	0.00	0.00	0.00	0.00	780.00
0021	113	CUSTODIAN	21,555.00	0.00	21,555.00	5.00%	1,077.75	922.25	23,555.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0022	113	CUSTODIAN	21,273.00	0.00	21,273.00	5.00%	1,063.65	936.35	23,273.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0023	113	CUSTODIAN	20,992.00	0.00	20,992.00	5.00%	1,049.60	950.40	22,992.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0024	113	CUSTODIAN	20,992.00	0.00	20,992.00	5.00%	1,049.60	950.40	22,992.00	0.00	420.00	0.00	0.00	0.00	0.00	420.00
0025	113	CUSTODIAN	20,992.00	0.00	20,992.00	5.00%	1,049.60	950.40	22,992.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-419-40-220-001-0

AI - 13080

GEN GOVT BLDG

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0026	113	MAINTENANCE	20,992.00	0.00	20,992.00	5.00%	1,049.60	950.40	22,992.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0027	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00
0028	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0029	113	MAINTENANCE II	23,000.00	0.00	23,000.00	5.00%	1,150.00	850.00	25,000.00	0.00	420.00	0.00	0.00	0.00	0.00	420.00
0030	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0031	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	1,020.00	0.00	0.00	0.00	0.00	1,020.00
0032	113	MAINTENANCE	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	600.00	0.00	0.00	0.00	0.00	600.00
0033	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0034	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	1,020.00	0.00	0.00	0.00	0.00	1,020.00
0035	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0036	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
0037	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0038	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0039	113	CUSTODIAN	20,611.00	0.00	20,611.00	5.00%	1,030.55	969.45	22,611.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0040	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0041	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0042	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0043	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0044	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	540.00	0.00	0.00	0.00	0.00	540.00
0045	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0046	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0047	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
0048	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0049	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-419-40-220-001-0

AI - 13080

GEN GOVT BLDG

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0051	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00
0052	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0053	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0054	113	MAINTENANCE II	24,000.00	0.00	24,000.00	5.00%	1,200.00	800.00	26,000.00	0.00	660.00	0.00	0.00	0.00	0.00	660.00
0055	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0056	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0057	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	420.00	0.00	0.00	0.00	0.00	420.00
0059	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0060	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	780.00	0.00	0.00	0.00	0.00	780.00
0062	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	900.00	0.00	0.00	0.00	0.00	900.00
0063	113	MAINTENANCE	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	600.00	0.00	0.00	0.00	0.00	600.00
0064	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	600.00	0.00	0.00	0.00	0.00	600.00
0065	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0066	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	720.00	0.00	0.00	0.00	0.00	720.00
0067	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0068	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0069	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	600.00	0.00	0.00	0.00	0.00	600.00
0070	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	CUSTODIAN	20,345.00	0.00	20,345.00	5.00%	1,017.25	982.75	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0072	113	ASSISTANT PROJECTS MANAGER	31,200.00	0.00	31,200.00	5.00%	1,560.00	0.00	32,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0073	113	MAINTENANCE I	18,720.00	0.00	18,720.00	5.00%	936.00	1,064.00	20,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	MAINTENANCE I	18,720.00	0.00	18,720.00	5.00%	936.00	1,064.00	20,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-419-40-220-001-0

AI - 13080

GEN GOVT BLDG

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0075	113	PLUMBER II	31,000.00	0.00	31,000.00	5.00%	1,550.00	0.00	32,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0076	113	ELECTRICIAN II	31,000.00	0.00	31,000.00	5.00%	1,550.00	0.00	32,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0077	113	A/C CHILLER TECHNICIAN	39,000.00	0.00	39,000.00	5.00%	1,950.00	0.00	40,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0078	113	WELDER I	31,000.00	0.00	31,000.00	5.00%	1,550.00	0.00	32,550.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0079	113	GROUNDSKEEPER	0.00	20,000.00	20,000.00	5.00%	1,000.00	1,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0080	113	GROUNDSKEEPER	0.00	20,000.00	20,000.00	5.00%	1,000.00	1,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0081	113	GROUNDSKEEPER	0.00	20,000.00	20,000.00	5.00%	1,000.00	1,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0082	113	CUSTODIAN	0	20,345.00	20,345.00	5.00%	1,017.00	983.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0083	113	CUSTODIAN	0	20,345.00	20,345.00	5.00%	1,017.00	983.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0084	113	MECHANIC	0.00	21,725.00	21,725.00	5.00%	1,086.00	914.00	23,725.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0085	113	MAINTENANCE I	0.00	23,032.00	23,032.00	5.00%	1,152.00	848.00	25,032.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0086	113	MAINTENANCE I	0.00	23,236.00	23,236.00	5.00%	1,162.00	838.00	25,236.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0087	113	MAINTENANCE I	0.00	21,635.00	21,635.00	5.00%	1,082.00	918.00	23,635.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0088	113	MAINTENANCE II	0.00	21,635.00	21,635.00	5.00%	1,082.00	918.00	23,635.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0089	113	MAINTENANCE III	0.00	31,517.00	31,517.00	5.00%	1,576.00	0.00	33,093.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0090	113	CUSTODIAN	0.00	28,000.00	28,000.00	0.00%	0.00	0.00	28,000.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00
0091	113	MAINTENANCE I	0.00	28,000.00	28,000.00	0.00%	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,805,170.00	299,470.00	2,104,640.00		102,432.50	69,189.10	2,276,262.00	0.00	21,840.00	0.00	0.00	0.00	0.00	21,420.00

POSITION (SLOT NO. 0090) AND EMPLOYEE (NO. 100498) TRANSFER IN FROM PCT. 3 R&B PENDING CC APPROVAL, EFFECTIVE 01/01/2009
POSITION (SLOT NO. 0091) AND EMPLOYEE (NO. 140236) TRANSFER IN FROM PCT. 3 R&B PENDING CC APPROVAL, EFFECTIVE 01/01/2009

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, December 30, 2008

Agenda Item: 13080

Summary of request/proposal:

Approval to transfer one Administrative Aide Position, slot no. 123-005-007 budgeted at \$45,443.00 from Precinct no. 3 Road and Bridge to Veterans Services slot no. 370-001-008

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Administrative Aid	0008	113	0.00	45,443.00	45,443.00
						45,443.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-444-00-370-001-0	113	VETERAN SERVICES	PERM F/T EMPL	45,443.00
8-1100-444-00-370-001-0	211	VETERAN SERVICES	HEALTH INSURANCE	4,164.00
8-1100-444-00-370-001-0	212	VETERAN SERVICES	LIFE INSURANCE	33.00
8-1100-444-00-370-001-0	220	VETERAN SERVICES	FICA	3,476.39
8-1100-444-00-370-001-0	230	VETERAN SERVICES	RETIREMENT	3,989.90
8-1100-444-00-370-001-0	250	VETERAN SERVICES	UNEMPLOYMENT COM	227.22
8-1100-444-00-370-001-0	260	VETERAN SERVICES	WORKER'S COMP	90.89
2009 Budgetary Impact				57,424.40

2010 Budgetary Impact: 57,424.40

Possible Funding Sources: General Fund

Budget Office Recommendation: Approval

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-444-00-370-001-0

AI - 13080

VETERAN'S SRV

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	VETERANS SERVICES	\$51,480.00	\$0.00	\$51,480.00	0.05	\$2,574.00	\$0.00	\$54,054.00	\$0.00	\$300.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$8,300.00
0002	113	ADMINISTRATIVE ASSISTANT	\$41,600.00	\$0.00	\$41,600.00	0.05	\$2,080.00	\$0.00	\$43,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00
0004	113	ADMIN ASST VSO	\$26,158.00	\$0.00	\$26,158.00	0.05	\$1,307.90	\$692.10	\$28,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00
0005	113	SECRETARY	\$22,000.00	\$0.00	\$22,000.00	0.05	\$1,100.00	\$900.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0006	113	CLERK	\$19,574.00	\$0.00	\$19,574.00	0.05	\$978.70	\$1,021.30	\$21,574.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0007	113	ADMINISTRATIVE ASSISTANT	\$0.00	\$48,256.00	\$48,256.00	0.05	\$2,413.00	\$0.00	\$50,669.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	ADMINISTRATIVE AIDE	\$0.00	\$45,443.00	\$45,443.00	0	\$0.00	\$0.00	\$45,443.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$160,812.00	\$93,699.00	\$254,511.00		\$10,453.60	\$2,613.40	\$267,578.00	\$0.00	\$600.00	\$0.00	\$0.00	\$11,800.00	\$0.00	\$12,100.00

CREATION OF POSITION (SLOT NO. 0008) AND EMPLOYEE (NO. 122718) TRANSFER IN FROM PCT. 3 R&B PENDING CC APPROVAL, EFFECTIVE 01/01/2009

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, December 30, 2008

Agenda Item: 13080

Summary of request/proposal:

Approval to transfer one Community Liaison position, slot no. 123-005-0009 budgeted at \$41,081.00 from Pct. #3 Road & Bridge to Health & Human Services Division, slot no. 240-001-0033.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Community Liason	0033	113	0.00	41,081.00	41,081.00
						41,081.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-444-00-240-001-0	113	HUMAN SERVICES	PERM F/T EMPL	41,081.00
8-1100-444-00-240-001-0	211	HUMAN SERVICES	HEALTH INSURANCE	4,164.00
8-1100-444-00-240-001-0	212	HUMAN SERVICES	LIFE INSURANCE	33.00
8-1100-444-00-240-001-0	220	HUMAN SERVICES	FICA	3,142.70
8-1100-444-00-240-001-0	230	HUMAN SERVICES	RETIREMENT	3,606.91
8-1100-444-00-240-001-0	250	HUMAN SERVICES	UNEMPLOYMENT COM	205.41
8-1100-444-00-240-001-0	260	HUMAN SERVICES	WORKER'S COMP	172.54
2008 Budgetary Impact				52,405.56

2010 Budgetary Impact: 52,405.56

Possible Funding Sources: General Fund

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

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

AI-13080

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR	\$71,144.00	\$0.00	\$71,144.00	0.05	\$3,557.20	\$0.00	\$74,701.00	\$0.00	\$600.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$4,200.00
0002	113	SUPERVISOR	\$34,664.00	\$0.00	\$34,664.00	0.05	\$1,733.20	\$0.00	\$36,397.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
0003	113	ADM SECRETARY	\$31,969.00	\$0.00	\$31,969.00	0.05	\$1,598.45	\$0.00	\$33,567.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0004	113	SUPERVISOR	\$31,969.00	\$0.00	\$31,969.00	0.05	\$1,598.45	\$0.00	\$33,567.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0005	113	BILLING SPECIALIST	\$30,578.00	\$0.00	\$30,578.00	0.05	\$1,528.90	\$0.00	\$32,107.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
0006	113	BILLING SPECIALIST	\$28,629.00	\$0.00	\$28,629.00	0.05	\$1,431.00	\$569.00	\$30,629.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00
0007	113	ELIGIBILITY SPECIALIST	\$28,629.00	\$0.00	\$28,629.00	0.05	\$1,431.45	\$568.55	\$30,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	ELIGIBILITY SPECIALIST	\$28,629.00	\$0.00	\$28,629.00	0.05	\$1,431.45	\$568.55	\$30,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0011	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0012	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0013	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
0015	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$660.00
0016	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
0017	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
0018	113	ELIGIBILITY SPECIALIST	\$27,500.00	\$0.00	\$27,500.00	0.05	\$1,375.00	\$625.00	\$29,500.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
0019	113	BILLING SPECIALIST	\$23,839.00	\$0.00	\$23,839.00	0.05	\$1,191.95	\$808.05	\$25,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0020	113	BILLING SPECIALIST	\$23,839.00	\$0.00	\$23,839.00	0.05	\$1,191.95	\$808.05	\$25,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0021	113	BILLING SPECIALIST	\$23,839.00	\$0.00	\$23,839.00	0.05	\$1,191.95	\$808.05	\$25,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0022	113	BILLING SPECIALIST	\$23,839.00	\$0.00	\$23,839.00	0.05	\$1,191.95	\$808.05	\$25,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0023	113	BILLING SPECIALIST	\$23,500.00	\$0.00	\$23,500.00	0.05	\$1,175.00	\$825.00	\$25,500.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00
0024	113	ELIGIBILITY CLERK	\$21,840.00	\$0.00	\$21,840.00	0.05	\$1,092.00	\$908.00	\$23,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0025	113	ELIGIBILITY CLERK	\$21,840.00	\$0.00	\$21,840.00	0.05	\$1,092.00	\$908.00	\$23,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0026	113	ELIGIBILITY CLERK	\$21,840.00	\$0.00	\$21,840.00	0.05	\$1,092.00	\$908.00	\$23,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0027	113	ELIGIBILITY CLERK	\$21,840.00	\$0.00	\$21,840.00	0.05	\$1,092.00	\$908.00	\$23,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0028	113	ELIGIBILITY SPECIALIST	\$28,865.00	\$0.00	\$28,865.00	0.05	\$1,443.00	\$557.00	\$30,865.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0029	113	ELIGIBILITY SPECIALIST	\$26,000.00	\$0.00	\$26,000.00	0.05	\$1,300.00	\$2,200.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0030	113	BILLING SPECIALIST	\$23,839.00	\$0.00	\$23,839.00	0.05	\$1,191.95	\$808.05	\$25,839.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
0031	113	BILLING SPECIALIST	\$23,839.00	\$0.00	\$23,839.00	0.05	\$1,191.95	\$808.05	\$25,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0032	113	ELIGIBILITY CLERK	\$21,840.00	\$0.00	\$21,840.00	0.05	\$1,092.00	\$908.00	\$23,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0033	113	COMMUNITY LIAISON	\$0.00	\$41,081.00	\$41,081.00	0	\$0.00	\$0.00	\$41,081.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$864,310.00	\$41,081.00	\$905,391.00		\$43,214.80	\$20,301.40	\$968,906.00	\$0.00	\$6,300.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$9,900.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

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

AI-13080

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009BUDGE TED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

POSITION (SLOT NO. 0033) AND EMPLOYEE (NO. 148598) TRANSFER IN FROM PCT. 3 R&B PENDING CC APPROVAL, EFFECTIVE 01/01/2009

AI-13178

14.F.

**Position Reclassifications
CC REGULAR**

Date: 01/06/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Emergency Services- Emergency Management
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Emergency Services- Emergency Management:

1. Approval of position reclassifications for the following:

Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
0002	Assistant Emergency Coordinator	\$49,140.00	Assistant Emergency Coordinator II	SAME
0003	Public Health Liaison	\$46,956.00	Public Health Liaison II	\$49,140.00
0004	Administrative Assistant	\$46,956.00	Administrative Assistant II	\$49,140.00

2. Approval of 2009 revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: [2009 salary schedule](#)

Link: [adm. asst. par form](#)

Link: [adm. asst. reclass form](#)

Link: [fiscal note](#)

Link: [health Liaison Par form](#)

Link: [job description](#)

Link: [Health Liaison Reclass. form](#)

Link: [salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/31/2008 03:52 PM	APRV
2	Budget & Management	Dina Trevino	12/31/2008 04:02 PM	APRV
3	Erika Reyna	Erika Reyna	12/31/2008 04:47 PM	APRV
4	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Rosie Cantu
Started On: 12/31/2008 03:25 PM
Final Approval Date: 12/31/2008

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-429-00-300-023-0

AI - 13084

EMERGENCY SRVS - EM

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL
											Emergency 3615	Interim 3616	Supplemental 3617	Vac/Abs 3618	Gratuities 3619	
2	113	ASSISTANT EMERGENCY COORDINAT	46,800.00	0.00	46,800.00	5.00%	2,340.00	0.00	49,140.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		SHOULD BE: PUBLIC HEALTH LIAISON II			46,956.00				49,140.00							
~~3~~	~~113~~	~~PUBLIC HEALTH LIAISON~~	~~44,720.00~~	~~0.00~~	~~44,720.00~~	~~5.00%~~	~~2,236.00~~	~~0.00~~	~~46,956.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
		SHOULD BE: ADMINISTRATIVE ASSISTANT II			46,956.00				49,140.00							
~~4~~	~~113~~	~~ADMINISTRATIVE ASSISTANT~~	~~44,720.00~~	~~0.00~~	~~44,720.00~~	~~5.00%~~	~~2,236.00~~	~~0.00~~	~~46,956.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
5	113	ADMINISTRATIVE AIDE II	38,460.00	0.00	38,460.00	5.00%	1,924.00	0.00	40,404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	113	ADMINISTRATIVE SECRETARY	33,500.00	0.00	33,500.00	5.00%	1,675.00	0.00	35,175.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00
7	113	ASSISTANT EMERGENCY MANAGEM	67,600.00	0.00	67,600.00	5.00%	3,380.00	0.00	70,980.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			275,820.00	0.00	369,732.00		13,791.00	0.00	387,891.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00

Emergency Services - Emergency Management is requesting approval to reclassify two (2) positions, Public Health Liasion slot no. 0003 & Administrative Assistant slot no. 0004 each budgeted at \$46,956.00/ year, respectively to Public Health Liasion II slot no. 0003 and Administrative Assistant II slot no. 0004 increase salary from \$46,956.00/ year to \$49,140.00/ year.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:

Emergency Services - EM / #300

DATE:

12/29/08

CURRENT POSITION TITLE:

Administrative Assistant

CURRENT SLOT. #:

0004

REQUESTED POSITION TITLE:

(For new positions or reclassifications)

Administrative Assistant 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: \$ 46,950.00 \$ 49,140.00 \$ 2,184.00
Current Budgeted Salary 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
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	☐
Non-Exempt	☐
N/A	☐

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

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

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Emergency Services-EM

REQUEST DATE: 12/29/08

DEPARTMENT NUMBER: 300

PROGRAM NUMBER: 023

CURRENT SLOT #: 0004

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Administrative Assistant

Classification/Position Title

46,950.00

Pay Grade/Salary

REQUESTED ADJUSTMENT:

Administrative Assistant II

Classification/Position Title

49,140.00

Pay Grade/Salary

COMMITTEE RECOMMENDATION

Administrative Assistant II

Classification/Position Title

\$ 49,140

Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative

Date

County Treasurer Representative

Date

[Signature]
Budget & Management Representative

12/29/2008

Date

Hidalgo County Budget Office
FISCAL NOTE

*Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, December 30, 2008

Agenda Item: AI-13084

Summary of request/proposal:

Emergency Services - Emergency Management is requesting approval to reclassify two (2) positions, Public Health Liasion slot no. 0003 & Administrative Assistant slot no. 0004 each budgeted at \$46,956.00/ year, respectively to Public Health Liasion II slot no. 0003 and Administrative Assistant II slot no. 0004 increase salary from \$46,956.00/ year to \$49,140.00/ year.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Public Health Liasion	Public Health Liasion II	0003	113	46,956.00	49,140.00	2,184.00
1100	Administrative Assistant	Administrative Assistant II	0004	113	46,956.00	49,140.00	2,184.00
							4,368.00

Budgetary Impact:

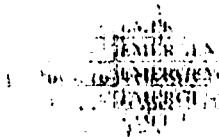
INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-429-00-300-023-0	113	EMERGENCY SVC. - PERM F/T EMPL	4,368.00
9-1100-429-00-300-023-0	211	EMERGENCY SVC. - HEALTH INSURANCE	-
9-1100-429-00-300-023-0	212	EMERGENCY SVC. - LIFE INSURANCE	-
9-1100-429-00-300-023-0	220	EMERGENCY SVC. - FICA	334.15
9-1100-429-00-300-023-0	230	EMERGENCY SVC. - RETIREMENT	383.51
9-1100-429-00-300-023-0	250	EMERGENCY SVC. - UNEMPLOYMENT COM	21.84
9-1100-429-00-300-023-0	260	EMERGENCY SVC. - WORKER'S COMP	18.35
		2009 Budgetary Impact	5,125.85

2010 Budgetary Impact

9,322.85

Possible Funding Sources: General Fund

Budget Office Recommendation:





HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:

Emergency Services - EM / #300

DATE:

12/29/08

CURRENT POSITION TITLE:

Public Health Liaison

CURRENT SLOT. #:

0003

REQUESTED POSITION TITLE:

(For new positions or reclassifications)

Public Health Liaison 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: \$ 46,950.00 \$ 49,140.00 \$ 2,184.00
Current Budgeted Salary 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
\$ _____
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:				
Exempt	☐	FLSA:	☐	
Non-Exempt	☐	Non-Exempt	☐	
N/A	☐			

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

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

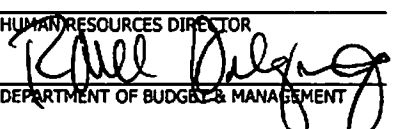
POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

AS REQUESTED BY THE COUNTY JUDGES OFFICE
NEW JOB DESCRIPTION ATTACHED

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. _____ DEPARTMENT HEAD	DATE _____	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2. _____ HUMAN RESOURCES DIRECTOR	DATE _____	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.  DEPARTMENT OF BUDGET & MANAGEMENT	DATE 12/29/08	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4. _____ COMMISSIONERS COURT APPROVAL	DATE _____	_____	_____

HIDALGO COUNTY

JUDGE'S OFFICE

*OLD
JOB
DESCRIP.*

JOB TITLE: Public Health Liaison

FLSA STATUS: Non - Exempt

DEPARTMENT: 300

CIVIL SERVICE STATUS: Non - Exempt

SUMMARY:

Under the chief Administrator, will coordinate the County's efforts in identifying the County's priorities in terms of public health issues. To include, the formulation of strategies to address priority issues, identifying and networking with both public and private sector resources, facilitate public and private input towards those strategies, and identifying potential funding sources to implement the formulated strategy.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, and 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.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Research and identify weaknesses in the current public health system
- Develop strategies to address identified weaknesses
- Identify and initiate contact with potential partners in the public health system
- Develop a medium to garner public and private sector input for public health issues
- Develop and maintain a system to disseminate information to interest parties concerning public health
- Identify public and private resources to implement the County's strategy
- Perform other duties as assigned

EDUCATION AND EXPERIENCE:

- Bachelors Degree in Health Care Administration, Business Administration, Public Health Administration or a related field
- Two Years of experience in Public health, community planning or other related work experience preferred

HIDALGO COUNTY

JUDGE'S OFFICE

NEW
JOB DESCRIPTION

JOB TITLE: Public Health Liaison II FLSA STATUS: Non - Exempt

DEPARTMENT: 300 CIVIL SERVICE STATUS: Non - Exempt

SUMMARY:

Under the chief Administrator, will coordinate the County's efforts in identifying the County's priorities in terms of public health issues. To include, the formulation of strategies to address priority issues, identifying and networking with both public and private sector resources, facilitate public and private input towards those strategies, and identifying potential funding sources to implement the formulated strategy.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, and 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.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Research and identify weaknesses in the current public health system.
2. Develop strategies to address identified weaknesses.
3. Identify and initiate contact with potential partners in the public health system.
4. Develop a medium to garner public and private sector input for public health issues.
5. Develop and maintain a system to disseminate information to interest parties concerning public health.
6. Collects, develops, and analyzes data for public health issues related to potential programs and services. (New)
7. Monitors local and state policy initiatives with potential impacts on public health funding development and make recommendations for action. (New)
8. Provides planning related assistance for the analysis of ongoing program services, activities, demographic and community trends impacting Health Department programs. (New)
9. Monitors and researches federal, state and local funding sources, and links appropriate internal and external individuals and groups to project-based alliances and coalitions. (New)
10. Identify public and private resources to implement the County's public health strategy.
11. Perform other assigned duties as assigned.

EDUCATION AND EXPERIENCE:

- Bachelors Degree in Health Care Administration, Business Administration, Public Health Administration or a related field
- Two Years of experience in Public health, community planning or other related work experience preferred



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Emergency Services - EM

REQUEST DATE: 12/29/08

DEPARTMENT NUMBER: 300

PROGRAM NUMBER: 023

CURRENT SLOT #: 0003

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Public Health Liaison

Classification/Position Title

46,950.00

Pay Grade/Salary

REQUESTED ADJUSTMENT:

Public Health Liaison II

Classification/Position Title

49,140.00

Pay Grade/Salary

COMMITTEE RECOMMENDATION

Public Health Liaison II

Classification/Position Title

\$ 49,140

Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative

Date

County Treasurer Representative

Date

Renee Delgado
Budget & Management Representative

12/29/2008
Date

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-429-00-300-023-0

AI - 13084

EMERGENCY SRVS - EM

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
2	113	ASSISTANT EMERGENCY COORDINATOR	46,800.00	0.00	46,800.00	5.00%	2,340.00	0.00	49,140.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		SHOULD BE: PUBLIC HEALTH LIAISON II			46,956.00				49,140.00							
~~3~~	~~113~~	~~PUBLIC HEALTH LIAISON~~	~~44,720.00~~	~~0.00~~	~~44,720.00~~	~~5.00%~~	~~2,236.00~~	~~0.00~~	~~46,956.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
		SHOULD BE: ADMINISTRATIVE ASSISTANT II			46,956.00				49,140.00							
~~4~~	~~113~~	~~ADMINISTRATIVE ASSISTANT~~	~~44,720.00~~	~~0.00~~	~~44,720.00~~	~~5.00%~~	~~2,236.00~~	~~0.00~~	~~46,956.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
5	113	ADMINISTRATIVE AIDE II	38,480.00	0.00	38,480.00	5.00%	1,924.00	0.00	40,404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	113	ADMINISTRATIVE SECRETARY	33,500.00	0.00	33,500.00	5.00%	1,675.00	0.00	35,175.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00
7	113	ASSISTANT EMERGENCY MANAGEMENT	67,600.00	0.00	67,600.00	5.00%	3,380.00	0.00	70,980.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			275,820.00	0.00	369,732.00		13,791.00	0.00	387,891.00	0.00	1,140.00	0.00	0.00	0.00	0.00	1,140.00

Emergency Services - Emergency Management is requesting approval to reclassify two (2) positions, Public Health Liaison slot no. 0003 & Administrative Assistant slot no. 0004 each budgeted at \$46,956.00/ year, respectively to Public Health Liaison II slot no. 0003 and Administrative Assistant II slot no. 0004 increase salary from \$46,956.00/ year to \$49,140.00/ year.

AI-13181

14.G.

**Interdept transfer from Co. Wide Contingency to Autopsies
CC REGULAR**

Date: 01/06/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Autopsies:

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Autopsies - Autopsy Services (1100) in the amount of \$20,000.00 for year-end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-421-00-080-003-0-344 \$20,000.00 to fund year end autopsy services expenditures.

Funds available pending AI #13173 CC 1-6-09 for \$200,000.00.

Attachments

Link: Autopsy transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/31/2008 04:27 PM	APRV
2	Budget & Management	Dina Trevino	12/31/2008 04:28 PM	APRV
3	Roland Garcia	Rolando Garcia	12/31/2008 04:51 PM	APRV
4	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Ivan Cantu
Started On: 12/31/2008 04:16 PM
Final Approval Date: 12/31/2008

DATE: December 31, 2008

DEPARTMENT HEAD: Raul Silguero, Jr.

2008

Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Autopsies

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
8-1100-415-00-115-002-0-	899	Co. Wide Adm.-	Contingency	(20,000.00)
TO				
8-1100-421-00-080-003-0-	344	Autopsies-	Autopsy Services	20,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:	To fund year end autopsy services expenditures.
---------	---

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-13174

14.H.

**Interdepartmental Transfer to Insurance - Claims and Judgements
CC REGULAR**

Date: 01/06/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Insurance - Claims & Judgements:

Approval of interdepartmental transfer from Countywide Administration - Contingency to Insurance - Claims and Judgments (1100) in the amount \$66,000.00.

BACKGROUND

To fund negatives and year end expenditures.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-419-00-115-025-0-820 \$66,000.00

funds available pending AI-13173 for \$200,000.00 for CC 1-6-09

Attachments

Link: [Interdept transfer-Insurance](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 03:43 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/31/2008 03:52 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Rolando Garcia

Started On: 12/31/2008 03:05 PM

Final Approval Date: 12/31/2008

AI-13107

14.I.

**Settlement Check for Fleet Accident
CC REGULAR**

Date: 01/06/2009
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Budget and Management

Information

CAPTION

Requesting approval to accept settlement check from Dairyland Insurance Company for the amount of \$7,838.99 for an auto accident with County vehicle (Sheriff).

BACKGROUND

DOL: 9/22/08
8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 09:51 AM	APRV
2	Damaris San Miguel		12/31/2008 04:57 PM	NEW

Form Started By: Rosie Luna
Started On: 12/30/2008 08:42 AM
Final Approval Date: 12/31/2008

AI-13119

14.J.

BA- Courthouse Security Fund

CC REGULAR

Date: 01/06/2009
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Courthouse Security:

Approval of 2008 appropriation of funds for Courthouse Security (1241) in the amount of \$29,003.32.

BACKGROUND

Appropriation needed to cover negatives and year end expenditures.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1241-421-23-115-044-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds for appropriation as of 12-30-08

Attachments

Link: [Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 01:38 PM	APRV
2	Roland Garcia	Rolando Garcia	12/31/2008 09:54 AM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 10:50 AM	APRV
4	Dina Trevino	Dina Trevino	12/31/2008 01:43 PM	APRV
5	Purchasing Department	Marty Salazar	12/31/2008 01:57 PM	APRV

Form Started By: Veronica Lopez Started On: 12/30/2008 10:57 AM

Final Approval Date: 12/31/2008

DATE: December 30, 2008

2008

Transfer
AI- 13119

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget and Management for Courthouse Security

ACCOUNT NUMBER: 8-1241-421-23-115-044-0-XXX



SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
8-1241-421-23-115-044-0- 113	Courthouse Security- Perm F/T Employees	\$22,039.52
8-1241-421-23-115-044-0- 117	Courthouse Security- Supplemental Pay	238.50
8-1241-421-23-115-044-0- 220	Courthouse Security- FICA	1,449.26
8-1241-421-23-115-044-0- 230	Courthouse Security- Retirement	3,242.60
8-1241-421-23-115-044-0- 250	Courthouse Security- Unemployment Comp	186.57
8-1241-421-23-115-044-0- 260	Courthouse Security- Workers Comp	1,846.87
TOTAL BUDGET INCREASE (DECREASE)		29,003.32

REASON: Appropriation of funding into various Courthouse Security funds to cover negatives and year end expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13175

14.K.

**Interfund Transfer- Courthouse Security
CC REGULAR**

Date: 01/06/2009
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Courthouse Security:

Approval of 2008 interfund transfer from County Wide Administration (1100) to Courthouse Security (1241) in the amount of \$10,000.00 for year end expenditures.

BACKGROUND

Transfer needed to cover negatives and year end expenditures.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1241-421-23-115-044-0-113
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance pending AI-13173 for 01/06/09 CC.

Attachments

Link: Interfund- Courthouse Security

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 03:14 PM	APRV
2	Roland Garcia	Angela Garcia	12/31/2008 03:19 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/31/2008 03:21 PM	APRV
4	Roland Garcia	Rolando Garcia	12/31/2008 03:49 PM	APRV
5	Auditor's Office	Angela Garcia	12/31/2008 04:57 PM	APRV

Form Started By: Veronica Lopez
Started On: 12/31/2008 03:09 PM

Final Approval Date: 12/31/2008

AI-13173

14.L.

**Transfer UPL to County Wide
CC REGULAR**

Date: 01/06/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from Indigent Health Care Program (1249) to County Wide Administration (1100) in the amount of \$200,000.00.

BACKGROUND

Fiscal Impact

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

Interfund transfer from UPL to County Wide Administration in the amount of \$200,000.00. Funds available for transfer as of 12-31-08.

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 02:55 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/31/2008 03:53 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Sergio Cruz
Started On: 12/31/2008 02:47 PM
Final Approval Date: 12/31/2008

DATE: January 9, 2009

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

SUBJECT: Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	200,000.00
8-1100-491-01-000-249-0- 891	TRANSFER OUT	(200,000.00)
8-1249-391-01-000-100-0- 000	TRANSFER IN	(200,000.00)
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: REVERSE ORIGINAL TRANSFER DUE TO EXCESS FUNDING FOR UPL. TOTAL FUNDING FOR UPL IS \$8,500,000.00 LESS INDIGENT CARE EXPENSES MADE DIRECTLY BY COUNTY.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13172

14.M.

Interdept Transfer- Close 2008

CC REGULAR

Date: 01/06/2009
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration to various accounts in the amount of \$71.00 to close out the 2008 year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
ACCT. #: 8-1100-4XX-00-XXX-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance for transfer as of 12-31-08.

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 02:59 PM	APRV
2	Erika Reyna	Erika Reyna	12/31/2008 03:44 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Veronica Lopez
Started On: 12/31/2008 02:45 PM
Final Approval Date: 12/31/2008

DATE: December 31, 2008

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: DBM

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-00X-0-XXX

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
FROM		
8-1100-415-00-115-002-0-899	CO WIDE ADM - CONTINGENCY	(71.00)
TO		
8-1100-412-00-001-001-0-118	92ND DC AUTO - ALLOWANCE	0.04
8-1100-412-00-002-001-0-118	93RD DC - AUTO ALLOWANCE	0.04
8-1100-412-00-003-001-0-118	139TH DC - AUTO ALLOWANCE	0.04
8-1100-412-00-004-001-0-118	206TH DC - AUTO ALLOWANCE	0.04
8-1100-412-00-005-001-0-118	275TH DC - AUTO ALLOWANCE	0.04
8-1100-412-00-006-001-0-118	332ND DC - AUTO ALLOWANCE	0.04
8-1100-412-00-007-001-0-118	370TH DC - AUTO ALLOWANCE	0.04
8-1100-412-00-008-001-0-118	389TH DC - AUTO ALLOWANCE	0.04
8-1100-412-00-009-001-0-118	398TH DC - AUTO ALLOWANCE	0.04
8-1100-412-00-010-001-0-118	430TH DC - AUTO ALLOWANCE	0.04
8-1100-412-00-062-001-0-111	JP PCT 1/PL 2 - SALARIES OF OFFICIALS	0.04
8-1100-412-00-063-001-0-111	JP PCT 2/PL 1 - SALARIES OF OFFICIALS	0.04
8-1100-412-00-064-001-0-111	JP PCT 2/PL 2 - SALARIES OF OFFICIALS	0.04
8-1100-412-00-080-002-0-111	CRIM DA - SALARIES OF OFFICIALS	0.04
8-1100-412-00-090-001-0-111	DIST CLERK - SALARIES OF OFFICIALS	35.08
8-1100-413-00-110-006-0-111	CO JUDGE - SALARIES OF OFFICIALS	34.80
8-1100-415-15-140-001-0-111	TAX OFF - SALARIES OF OFFICIALS	0.08
8-1100-415-16-150-001-0-111	CO TREASURER - SALARIES OF OFFICIALS	0.08
8-1100-415-40-180-001-0-111	CO CLERK - SALARIES OF OFFICIALS	0.08
8-1100-421-00-291-001-0-111	CONSTABLE PCT 1 - SALARIES OF OFFICIALS	0.08
8-1100-421-00-292-001-0-111	CONSTABLE PCT 2 - SALARIES OF OFFICIALS	0.08
8-1100-421-00-293-001-0-111	CONSTABLE PCT 3 - SALARIES OF OFFICIALS	0.08
8-1100-421-00-294-001-0-111	CONSTABLE PCT 4 - SALARIES OF OFFICIALS	0.08
TOTAL BUDGET INCREASE (DECREASE)		71.00

REASON: **Transfer from CO WIDE ADM - CONTINGENCY to various accounts to cover negative balances.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13126

14.N.

Interdept transfer from Pct. 1 P/U Rd to Drainage Improvement (1201)
CC REGULAR

Date: 01/06/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. 1 Drainage Improvement Project:

Approval of 2008 interdepartmental transfer for the Pct. 1 R & B fund (1201) from P/U Rd., program no. 005, to Drainage Improvement Project, program no. 052, in the amount of \$3,010.00 to fund health insurance and workers comp year-end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
ACCT. #: 8-1201-431-00-121-0XX-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

program no. 005, object code 672 --> program no. 052, object code 211 \$1,385.00
program no. 005, object code 672 --> program no. 052, object code 260 \$1,625.00
to cover negative balances and year end expenditures; available Balance as of
12-30-08 \$16,487.21.

Attachments

Link: Pct.1 Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/30/2008 01:40 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 02:44 PM	APRV
3	Roland Garcia	Rolando Garcia	12/30/2008 05:13 PM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 10:19 AM	APRV
5	Purchasing Department	Marty Salazar	12/31/2008 01:58 PM	APRV

Form Started By: Ivan Cantu
Started On: 12/30/2008 01:16 PM
Final Approval Date: 12/31/2008

DATE: December 30, 2008

DEPARTMENT HEAD: Valde Guerra

2008

Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1
Drainage Improvement (1201)

ACCOUNT NUMBER: 8-1201-431-00-121-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
8-1201-431-00-121-005-0-	672	Pct. 1 P/U Rd-	Equip R & M Supplies	(3,010.00)
TO				
8-1201-431-00-121-052-0-	211	Pct. 1 Drain Imprv Prj.-	Health Insurance	1,385.00
8-1201-431-00-121-052-0-	260	Pct. 1 Drain Imprv Prj.-	Workers Comp	1,625.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:	To fund negative balances and year end expenditures
---------	---

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-13146

14.O.

**Appropriation for Hurricane Dolly
CC REGULAR**

Date: 01/06/2009
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Hurricane Dolly:

Approval and authorization to appropriate \$336,520.80 for Hurricane Dolly from General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.

BACKGROUND

To cover Ashbritt Invoices

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for appropriation as of 12/30/08.

Attachments

Link: [BA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 07:57 AM	APRV
2	Sylvia Solis	Sylvia Solis	12/31/2008 08:47 AM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 10:55 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 02:07 PM	APRV

Form Started By: Erika Reyna

Started On: 12/30/2008 04:48 PM

Final Approval Date: 12/31/2008

AI-13120

14.P.

Appropriation for Hurricane Dolly (1100)

CC REGULAR

Date: 01/06/2009
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2009 appropriation from General Fund (1100) Fund Balance to Hurricane Dolly (1100) in the amount of \$585,554.31 to fund the repairs of various buildings damaged during the Hurricane Dolly event.

BACKGROUND

Originally approved by CC 12/9/08 AI 12681 15.G.4

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Funding available for appropriation as of 12/30/08.

Attachments

Link: [BA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 07:51 AM	APRV
2	Roland Garcia	Rolando Garcia	12/31/2008 10:06 AM	APRV
3	Auditor's Office	Linda Fong	12/31/2008 11:40 AM	APRV
4	Purchasing Department	Marty Salazar	12/31/2008 01:57 PM	APRV

Form Started By: Erika Reyna
Started On: 12/30/2008 11:13 AM
Final Approval Date: 12/31/2008

ATTEST COUNTY CLERK

Palmer Drug Abuse Program services agreement
CC REGULAR

Date: 01/06/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Palmer Drug Abuse Program:

1. Approval to enter into a services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. (PDAP) in order for PDAP to provide substance abuse counseling and education services.
2. Approval of 2009 appropriation of funds for the Drug Abuse Prevention & Rehabilitation fund (1224) in the amount of \$3,530.00 to fund the payment for Palmer Drug Abuse Program-McAllen, Inc.
3. Approval to make payment in accordance with services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. in the amount of \$3,530.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1224-441-00-115-055-0-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$3,530.00 for the Drug Abuse Prevention & Rehab fund (1224) to fund payment to Palmer Drug Abuse Program-McAllen, Inc.

Funds available in unreserved fund balance as of 12-31-08.

Attachments

Link: [draft agreement](#)

Link: [Palmer Drug Rehab BA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/31/2008 10:27 AM	APRV
2	Budget & Management	Veronica Lopez	12/31/2008 10:34 AM	APRV
3	Veronica Lopez	Veronica Lopez	12/31/2008 10:53 AM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 12:08 PM	APRV

5	Dina Trevino	Dina Trevino	12/31/2008 01:48 PM	APRV
6	Ivan Cantu (Originator)	Ivan Cantu	12/31/2008 02:21 PM	APRV
7	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Ivan Cantu

Started On: 12/31/2008 08:14 AM

Final Approval Date: 12/31/2008

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT made on January 6, 2009 by and between **HIDALGO COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas, and **THE PALMER DRUG ABUSE PROGRAM--MCALLEN, INC.** ("PDAP"), a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern about obtaining assessment and counseling services for certain residents of the County who have drug problems, as well as services which will provide training programs and programs related to drug education and prevention to residents of the County; and

WHEREAS, PDAP has represented to County that it is in the business of providing free substance abuse counseling and education services to residents of the County and that it can provide these services to the County; and

WHEREAS, County desires to contract with PDAP to provide such services.

NOW, THEREFORE, COUNTY AND PDAP AGREE AS FOLLOWS:

1. PDAP agrees that it will establish and maintain a program to provide substance abuse counseling and drug/alcohol abuse education and prevention programs to residents of Hidalgo County.
2. PDAP shall provide out-patient counseling services to County residents and, in the event PDAP'S out-patient treatment is insufficient to comply with the needs of the client, PDAP shall refer the client, and/or family members to the appropriate agency(s).
3. PDAP agrees to provide County a summary report of the demographic profile of its clients at the end of the term of this Agreement.
4. PDAP shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. PDAP shall indemnify and hold County harmless from any and all liability that may arise and result from PDAP's performance of the services herein described.

5. PDAP agrees to commence the services outlined above on January 6, 2009, and continue such services through December 31, 2009.

6. As consideration for providing the services outlined above, the County agrees to pay PDAP the sum of \$ 3,530.00 payable in one installment beginning January 13, 2009.

7. In performing all services under this Agreement, PDAP represents and warrants that it will comply with all applicable laws, rules, regulations and ordinances relating to the performance of the services described in this Agreement. PDAP does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. PDAP will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to PDAP hereunder. PDAP acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. PDAP will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, PDAP agrees to provide County and its county or independent auditors access to its books and records, other than records or books which PDAP believes to be confidential patient/client records.

9. PDAP has provided County with its most recent audited financial statements together with the execution of this Agreement. PDAP will provide County with copies of its audited financial statements for any fiscal year of PDAP during which it has received funds under this Agreement as soon as such financial statements are available.

10. PDAP represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. PDAP further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. PDAP understands that County has relied and is relying on PDAP's representations and warranties as a material element of this contract.

11. **Independent Contractor.** PDAP, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of PDAP or any of PDAP's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. PDAP will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **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.

13. **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.

14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and PDAP, and not otherwise.

15. **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.

16. **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 County: Hidalgo County, Texas
Valde Guerra, Commissioner's Court Executive Officer
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to PDAP: Palmer Drug Abuse Program
Attn: Executive Director
115 N. 9th
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 addressee or, if mailed, at such time as it is deposited in the United States mail.

17. **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.

18. **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.

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

20. **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.

21. **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

22. **Authority to Execute.** The execution and performance of this Agreement by County and PDAP have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and PDAP in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2009.

HIDALGO COUNTY, TEXAS

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

THE PALMER DRUG ABUSE PROGRAM
McALLEN, INC.

By: _____
Sandra Hofland, Executive Director

ATTEST:

Valerie Cardenas, Board President

DATE: December 31, 2008

DEPARTMENT HEAD: Valde Guerra

2009
Transfer



DEPARTMENT NAME: DBM for Drug Rehab Program

ACCOUNT NUMBER: 9-1224-441-00-115-055-0-843

Contact Person: Ivan Cantu Ph# (956) 292-7025 ext. 5425

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
9-1224-441-00-115-055-0-843	Palmer Rehab-	Aid to Nongovt Agency	3,530.00
TOTAL BUDGET INCREASE (DECREASE)			3,530.00

REASON: Appropriation of funds for the Palmer Drug Abuse Program-McAllen, Inc. for drug rehab and counseling services.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13164

14.R.

**Interdepartmental Transfer- Overtime Wages and fringes
CC REGULAR**

Date: 01/06/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 3
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer in the amount of \$23,401.94 from Co Wide Contingency to Constable Precinct No. 3- Drainage District No. 1 Overtime and related fringes (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
\$24,525.99 available balance as of 12/31/08.

Attachments

Link: Intedepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 01:03 PM	APRV
2	Roland Garcia	Rolando Garcia	12/31/2008 02:12 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Rosie Cantu
Started On: 12/31/2008 12:30 PM
Final Approval Date: 12/31/2008

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 31, 2008

DEPARTMENT HEAD: VALDE GUERRA, BUDGET OFFICER

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT FOR CONSTABLE PCT. NO.3

SUBJECT: INTERDEPARTMENTAL TRANSFER

2008

Transfer



Contact: ROSIE CANTU
Ph#: (956) 292-7025

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, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(23,401.94)
TO:		
8-1100-421-00-293-012-0-131	CONST PCT.3-DD#1-OVERTIME	17,980.56
8-1100-421-00-293-012-0-211	CONST PCT.3-DD#1-HEALTH INSURANCE	1,553.06
8-1100-421-00-293-012-0-212	CONST PCT.3-DD#1-LIFE INSURANCE	8.54
8-1100-421-00-293-012-0-220	CONST PCT.3-DD#1-FICA	1,371.05
8-1100-421-00-293-012-0-230	CONST PCT.3-DD#1-RETIREMENT	1,578.84
8-1100-421-00-293-012-0-250	CONST PCT.3-DD#1-UNEMPLOYMENT COMP	89.90
8-1100-421-00-293-012-0-260	CONST PCT.3-DD#1-WORKERS COMP	819.99
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: INTERDEPARTMENTAL TRANSFER TO FUND CURRENT NEGATIVE BALANCES AND END OF YEAR EXPENDITURES IN OVERTIME AND RELATED FRINGES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13159

14.S.

**Interdepartmental for Pct. #4
CC REGULAR**

Date: 01/06/2009
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Project:

Approval of 2008 interdepartmental transfer within Precinct #4 from R&B to Drainage Improvement Project (1204) in the amount of \$23,011.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-XXX-0-XXX

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

BUDGETARY IMPACT:

8-1204-431-00-124-007-0-346 Available balance as of 12/31/08 \$89,811.39

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/31/2008 11:40 AM	APRV
2	Roland Garcia	Rolando Garcia	12/31/2008 01:50 PM	APRV
3	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Erika Reyna
Started On: 12/31/2008 11:11 AM
Final Approval Date: 12/31/2008

DATE: December 31, 2008

DEPARTMENT HEAD: Commissioner Garza

DEPARTMENT NAME: Precinct #4 R&B

ACCOUNT NUMBER: 8-1204-431-00-124-0XX-0-XXX

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
From:		
8-1204-431-00-124-007-0-346	Pct. 4 P/U Rd - Hauling & Freight Services	(23,011.00)
To:		
8-1204-431-00-124-036-0- 113	Perm F/T Employees	14,868.00
8-1204-431-00-124-036-0- 211	Health Insurance	4,305.00
8-1204-431-00-124-036-0- 212	Life Insurance	33.00
8-1204-431-00-124-036-0- 220	FICA	1,138.00
8-1204-431-00-124-036-0- 230	Retirement	1,306.00
8-1204-431-00-124-036-0- 250	Unemployment Comp	75.00
8-1204-431-00-124-036-0- 260	Workers Comp	1,286.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer within Pct. #4 from R&B to Drainage Improvement Project to cover negative balance and year-end expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**FUNERAL AND BURIAL SERVICES
CC REGULAR**

Date: 01/06/2009

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information**CAPTION**

A. Presentation for consideration, discussion and action to award to lowest bid meeting all specifications and requirements with approval of contract document for: FUNERAL AND BURIAL SERVICES for eligible indigent residents- RFB NO. 2009-002-12-31-OTM

B. Authority to advertise the following projects (as directed by CC on 12/30/08)

1. Funeral and Burial Services excluding coffins;
2. Purchase of coffins for pauper assisted Funeral & Burial with specifications and requirements to drafted and developed through Precinct No. 1, Department of Health & Human Services and Purchasing Departments with advertising to take place after Commissioners' Court approval of said specifications.

C. Presentation for consideration, discussion and action (if applicable) to award to sole vendor meeting all specifications and requirements with the approval of contract for: TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS. RFB NO. 2008-033-10-29-OTM, including but not limited to, the following options;

1. Authority to advertise the following projects (as directed by CC 12/31/08)
2. Turnkey Burial Services (Including Cemetery Plots) excluding coffins
3. Purchase of coffins for pauper assisted Turnkey Burial Services for Unidentified Pauper Remains with specifications and requirements being developed by Precinct No. 1, Health & Human Services Department and Purchasing Departments with advertising to take place adter Commissioners' Court approval of said specifications.

BACKGROUND

PARTICIPATION LOG

TAB SHEET

DRAFT CONTRACT APPROVED BY LEGAL AS TO FORM

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 1100-444-00-240-002-0-345

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Services will be rendered on as "As Needed" Basis

Attachments

Link: PARTICIPATION LOG

Link: TAB SHEET

Link: contract for L & I

Link: PARTICIPATION LOG

Link: SERVICE CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 02:53 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:02 PM	APRV
3	Erika Reyna	Erika Reyna	12/31/2008 01:55 PM	APRV
4	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Olga Montero

Started On: 12/30/2008 11:50 AM

Final Approval Date: 12/31/2008

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: OCTOBER 29, 2008 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS

BID NO.: 2008-033-10-29-otm

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT (IF	DATE	PHONE/FAX NO
Val Verde Memorial Gardens 6200 N. Val Verde Rd 2 ½ Miles N. Val Verde Rd Donna Texas 78537	Mail	Olga T. Montero	10/15/08	(956) 464-6060
San Juan Cemetery 105 Amy Drive San Juan Texas 78589	Mail	Olga T. Montero	10/15/08	(956) 821-1019
Palm Valley Memorial Gardens 4607 N. Sugar Road Pharr Texas 78577	Mail	Olga T. Montero	10/15/08	(956) 787-5222 (956) 787-5228
Valley Memorial Gardens 3605 N. Taylor Rd Mission Texas 78572	Mail	Olga T. Montero	10/15/08	(956) 686-8101 (956) 687-2612 fax
Hillcrest Memorial Park 1701 E. Richardson Edinburg Texas 78539	Mail	Olga T. Montero	10/15/08	(956) 383-5866 (956) 287-1731
Weslaco City Cemetery 1200 E. 6 th St. Weslaco, Texas 78596 (Parks/Recreation Dept.)	Mail	Olga T. Montero	10/15/08	(956) 973-3169 (956) 973-3172 (956) 968-8087 Fax
Donna City Cemetery 307 S. 12 th St. Donna, Texas 78537	Mail	Olga T. Montero	10/15/08	(956) 464-3314 (956) 464-9923

Garden of Angels 1½ S. Abram Rd. Mission Texas 78573	M	Olga T. Montero	5/08	(956) 519-4749 (956) 519-4634
La Piedad Cemetery 1801 Wichita Ave. McAllen Texas 78502	Mail	Olga T. Montero	10/15/08	(956) 686-1281 (956) 686-5480 fax
Rose Lawn Cemetery 1201 S. Main McAllen Texas 78501	Mail	Olga T. Montero	10/15/08	(956) 686-4741 (956) 686-3469
Highland Memorial Park 6705 N. FM 88 Weslaco Texas 78596	Mail	Olga T. Montero	10/15/08	(956) 968-5538 (956) 969-4058
LORD 3 I Cemetery Inc 2200 N. CONWAY AVE MISSION, TX 78572				(956) 971- 585-2724 (956) 533- 4414 cell

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM) FACSIMILE (FAX)

**HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET
REQUEST FOR BIDS (RFB)
2008-033-10-29-otm**

DEPARTMENT NAME: HIDALGO COUNTY

RFB DEADLINE: WEDNESDAY, OCTOBER 29, 2008

TIME: 9:30 AM

**DESCRIPTION OF BID:
TURNKEY BURIAL SERVICES (INCLUDING CEMETERY
PLOTS) FOR UNIDENTIFIED PAUPER REMAINS**

BUYER: OLGA T. MONTERO

	<u>NAME OF COMPANY</u>	<u>Total Price for Turnkey Burial Services Per Body</u>
1.	<u>L & I FUNERAL HOME & CEMETERY</u> <u>JOHN DAVID SANTOS</u> <u>2200 N. CONWAY AVE</u> <u>MISSION TEXAS 78572</u>	<u>\$1,745.00</u>
2.		
3.		
4.		
5.		

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-033-01-06

THIS CONTRACT is made and entered into this 6th day of January, 2009 by and between the **County of Hidalgo, Texas** ("County"), and **John David Santos d/b/a Lord & I Funeral Home and Cemetery, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"** (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:

I. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"**. 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.

3. This Contract shall be for a **period of one (1) year**, commencing upon approval of Commissioner's Court and expiring on **December 31, 2009**, and may be extended at the sole discretion of the County for an additional one (1) year term. County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company John David Santos d/b/a
 Lord & I Funeral Home & Cemetery, Inc.
 Attn: John David Santos
 2200 North Conway Avenue
 Mission, Texas 78572

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

APPROVED AS TO FORM:

By: _____
Atlas & Hall, LLP

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY:
JOHN DAVID SANTOS
d/b/a LORD & I FUNERAL HOME &
CEMETERY, INC.

By: _____

Printed Name: John David Santos

Title: Owner

EXHIBIT "A" SPECIFICATIONS

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2008-033-10-29-otm

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:

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. ***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 the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the delay award of the new bid for next contract term.***
12. ***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.
13. 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.
14. 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.
15. 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.
16. 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 Olga T. Montero, Buyer- 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 22, 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 24, 2008.

EXHIBIT “B”
VENDOR’S PROPOSAL

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2008-033-10-29-otm

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: <u>Turnkey Burial Services Per Body</u>	Unit Price
1	To Include Cemetery Plot with Opening/Closing Costs of Plot and Concrete Liner (if applicable)	\$ 1,745. ⁰⁰

Are you currently registered with the Funeral Services Commission in the State of Texas?

Yes or No

If Yes, state how many years 22

If No, briefly give an explanation: _____

Name of Company:	LBI Funeral Home & Cemetery
Name of Representative:	John David Santos
Address:	2200 N. Conway Ave
City/State/Zip Code:	Missile TX 78572
Telephone/Fax Number:	(954) 585-2721 / (954) 585-2731

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2008

PRODUCER

Jaime Zapata Jr. CLU
508 N. 10th St. Suite C-1
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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Santos, John David
DBA L & I Funeral Home
2200 N Conway Ave
Mission, Tx 78572

INSURER A: State Farm Mutual Automobile Insurance Company 25178
INSURER B: State Farm Lloyds 43419
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 ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	90-NJ-6184-1L Lord & I Cemetery Inc. 90-L1-9838-1L Sanbro Investments LP DBA Virgil Wilson Mort.	10/26/2008 12/09/2008	10/26/2009 12/09/2009	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	1980 Cadillac Hearse VIN#213760 Policy#066-9241-53 1980 Cadillac Hearse VIN#192390 Policy#055-7972-53	12/02/2008 11/03/2008	06/02/2009 05/03/2009	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000.00 BODILY INJURY (Per accident) \$ 500,000.00 PROPERTY DAMAGE (Per accident) \$ 500,000.00
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER Uninsured/Underinsured Motorist coverage for Auto	Policy#066-9241-53 Policy#055-7972-53			BI-500/500 PD-500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812S Highway Bus.281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jaime Zapata-53-6888

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2008

PRODUCER

Salazar Insurance Agency
225 W. Nolana
Mc Allen, Texas 78504
956-631-0004

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

SANTOS, JOHN DAVID
DBA L&I FUNERAL HOME
2200 N CONWAY AVE
MISSION TX 78572-2968
956-585-2721

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: TEXAS MUTUAL INS. CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Q000973911	12/10/08	12/10/09	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Salazar

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: December 31, 2008

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Funeral & Burial Services for Paupers - Hidalgo County"

BID NO: 09-002-12-31-otm

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Willie Garcia 584-3595 // 584-5678 fax	MAIL	OLGA MONTERO	7/14/04	1902 E. Griffin Pkwy Mission, Tx 78572
2. Rivera Funeral Home	MAIL	OLGA MONTERO	7/14/04	1901 Pecan McAllen, Tx 78501 686-1487 / 686-2224
3. Elizondo Embalming 585-2223 // 585-2444 fax	MAIL	OLGA MONTERO	7/14/04	3220 N. Conway Mission Tx 78574
4. Ceballos Funeral Home	MAIL	OLGA MONTERO	7/14/04	1023 N. 23rd McAllen Tx 78501 682-3431
5. Kreidler Funeral Home 686-0234	MAIL	OLGA MONTERO	7/14/04	314 N. 10th McAllen Tx 78501
6. Virgil-Wilson Funeral Home 686-1717	MAIL	OLGA MONTERO	7/14/04	800 N. Main McAllen, Tx 78501
7. Garcia-Trevino Funeral Home	MAIL	OLGA MONTERO	7/14/04	439 S. Vermont Mercedes, Tx 78570 565-2261
8. Rudy Garcia Funeral Home 565-1176	MAIL	OLGA MONTERO	7/14/04	236 S. Ohio St. Mercedes, Tx 78570
9. Vaughan Funeral Home 565-1312	MAIL	OLGA MONTERO	7/14/04	1701 E. Bus 83 Donna Tx 78537
10. Deleon Memorial Funeral Home 580-1111	MAIL	OLGA MONTERO	7/14/04	1300 E. Exp 83 La Joya, Tx 78560
11. L & I Funeral Home 519-2649	MAIL	OLGA MONTERO	7/14/04	1005 W. Exp 83 Penitas, Tx 78576
12. Flores Funeral Home 585-2611	MAIL	OLGA MONTERO	7/14/04	219 S. Mayberry Mission Tx 78572
13. Ric Brown Family Funeral Home 583-6333	MAIL	OLGA MONTERO	7/14/04	621 E. Griffin Pkwy Mission Tx 78572
14. Virgil-Wilson Mortuary 585-2721	MAIL	OLGA MONTERO	7/14/04	2200 N. Conway Mission Texas 78572

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: DEECMBE 31, 2008

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Funeral & Burial Services for Paupers - Hidalgo County"

BID NO: 09-002-12-31-OTM

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
15. DeLeon Funeral Home 787-2231	MAIL	OLGA MONTERO	7/14/04	700 E. Exp 83 Pharr, Tx 78577
16. Skinner-Silva Funeral Home 787-2244	MAIL	OLGA MONTERO	7/14/04	706 W. Sam Houston Pharr, Texas 78577
17. Guerra Funeral Home 262-2971	MAIL	OLGA MONTERO	7/14/04	304 E. Edinburg Elsa, Tx 78543
18. Donna Memorial 461-6000	MAIL	OLGA MONTERO	7/14/04	501 N. D Salinas Donna, Tx 78537
19. Ceballos Diaz Funeral Home 383-4931	MAIL	OLGA MONTERO	7/14/04	322 E. Kuhn Edinburg Tx 78539
20. Gonzalez Funeral Home 380-0444	MAIL	OLGA MONTERO	7/14/04	812 E. Cano Edinburg Tx 78539
21. Skinner-Silva Funeral Home 383-2775	MAIL	OLGA MONTERO	7/14/04	122 W. Samano Edinburg, Tx 78539
22. Elsa Memorial Chapel 262-1341	MAIL	OLGA MONTERO	7/14/04	201 N. Broadway Elsa, Texas 78543
23. Memorial Funeral Home 787-1415	MAIL	OLGA MONTERO	7/14/04	311 E. Exp. 83 San Juan, Texas 78589
24. Guerra Funeral Home 956-969-1461	MAIL	OLGA MONTERO	7/14/04	2602 N. Texas Weslaco, Tx 78596
25. Hawkins Funeral Home 956-969-0030	MAIL	OLGA MONTERO	7/14/04	2222 E. Hwy 83 Weslaco, Tx 78596
26. McCaleb Funeral Home 956-968-7533	MAIL	OLGA MONTERO	7/14/04	900 W. 4th Weslaco, Tx 78596
27. Hillcrest Cemetery	MAIL	OLGA MONTERO	7/14/04	PO BOX 629 Edinburg, Tx 78539
28. La Piedad Cemetary	MAIL	OLGA MONTERO	7/14/04	PO BOX 3672 McAllen Tx 78502
29. Palm Valley Memorial Gardens	MAIL	OLGA MONTERO	7/14/04	RT. 2 Box 249-A Pharr Tx 78577
30. Valley Memorial Gardens	MAIL	OLGA MONTERO	7/14/04	RT 4 Box 189 Mission Texas 78572

31. Roselawn Cemetery	MAIL	OLGA MONTERO	7/14/04	1202 S. Main McAllen, Tx 78501
32. Ebony Grove Cemetery	MAIL	OLGA MONTERO	7/14/04	PO Box 452 Mercedes Texas 78570
33. Mercedes Memorial Roselawn	MAIL	OLGA MONTERO	7/14/04	RT 2 Box 9 Mercedes Tx 78570
34. ValVerde Cemetery	MAIL	OLGA MONTERO	7/14/04	PO BOX 671 Donna Tx 78537
35. Palm View Memorial Gardens	MAIL	OLGA MONTERO	7/14/04	4607 N. Sugar Rd Pharr Tx 78577
36. Valley Memorial Gardens	MAIL	OLGA MONTERO	7/14/04	3605 N. Taylor Mission Tx 78572
37. Gardens of Angels Cemetery	MAIL	OLGA MONTERO	7/14/04	PO BOX 998 Mission Tx 78573
38. Highland Memorial Park Cemetery	MAIL	OLGA MONTERO	7/14/04	RT 4 Box 265 Weslaco, Tx 78596
39. Mercedes Catholic Cemetery Assc.	MAIL	OLGA MONTERO	7/14/04	601 S. Vermont Mercedes Tx 78570
40. San Juan Cemetery	MAIL	OLGA MONTERO	7/14/04	PO BOX 306 San Juan Tx 78589
41. La Blanca Funeral Home	MAIL	OLGA MONTERO	7/14/04	PO BOX 215 La Blanca Texas 78558

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

RFB OPENING DATE: DECEMBER 31, 2008 RFB OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- "FUNERAL AND BURIAL SERVICES FOR PAUPERS"

RFB NO.: 2009-002-12-31-otm

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	(IF DATE	PHONE/FAX NO
Val Verde Memorial Gardens 6200 N. Val Verde Rd 2 ½ Miles N. Val Verde Rd Donna Texas 78537	mail	Olga T. Montero		(956) 464-6060
San Juan Cemetery 105 Amy Drive San Juan Texas 78589	mail	Olga T. Montero		(956) 821-1019
Palm Valley Memorial Gardens 4607 N. Sugar Road Pharr Texas 78577	mail	Olga T. Montero		(956) 787-5222 (956) 787-5228
Valley Memorial Gardens 3605 N. Taylor Rd Mission Texas 78572	mail	Olga T. Montero		(956) 686-8101 (956) 687-2612 fax
Hillcrest Memorial Park 1701 E. Richardson Edinburg Texas 78539	mail	Olga T. Montero		(956) 383-5866 (956) 287-1731
Weslaco City Cemetery 1200 E. 6 th St. Weslaco, Texas 78596 (Parks/Recreation Dept.)	mail	Olga T. Montero		(956) 973-3169 (956) 973-3172 (956) 968-8087 Fax
Donna City Cemetery 307 S. 12 th St. Donna, Texas 78537	mail	Olga T. Montero		(956) 464-3314 (956) 464-9923

Garden of Angels 1 ½ S. Abram Rd. Mission Texas 78573	mail	Olga T. Montero		(956) 519-4749 (956) 519-4634
La Piedad Cemetery 1801 Wichita Ave. McAllen Texas 78502	mail	Olga T. Montero		(956) 686-1281 (956) 686-5480 fax
Rose Lawn Cemetery 1201 S. Main McAllen Texas 78501	mail	Olga T. Montero		(956) 686-4741 (956) 686-3469
Highland Memorial Park 6705 N. FM 88 Weslaco Texas 78596	mail	Olga T. Montero		(956) 968-5538 (956) 969-4058

*VIA:
 IN PERSON (IP)
 TELEPHONE REQUEST (TR)
 BIDDER LIST MAIL OUT (BLM)
 E-MAIL (EM)FACSIMILE (FAX)

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-002-00-00

THIS CONTRACT is made and entered into this 6TH day of JANUARY, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Funeral and Burial Services for Pauper"** for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County for **"Funeral and 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 in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County Health and Human Services or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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 unforeseen delay in the award of the new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

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

By: _____

AI-13138

15.A.5.

**CREDIT CARD PAYMENT SERVICES
CC REGULAR**

Date: 01/06/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise request for proposals (RFP) with approval of procurement packet (i.e. specifications/requirements, scope of services etc. and draft contract document sent by Purchasing Dept. to current users Tax Assessor-Collector, District Clerk & J.P. Pct. 4, Pl. 2 for review and comment) as attached hereto for: CREDIT CARD PAYMENT SERVICES for Hidalgo County (on an as needed basis) - Project NO. 2009-000-01-28-OTM.

BACKGROUND

Specifications are currently being drafted by Tax Office - Paul Villarreal
Draft Contract attached

Proposed Ad Dates:

1st ad - January 10, 2009

2nd ad - January 17, 2009

Bid Opening Date: January 28, 2009

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding consideration for advertising at this time.

Credit Card Services will be paid to vendor through as user fee as per Purchasing Dept.

Attachments

Link: SPECS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/31/2008 02:06 PM	APRV
2	Budget & Management	Veronica Lopez	12/31/2008 02:27 PM	APRV
3	Roland Garcia	Rolando Garcia	12/31/2008 03:29 PM	APRV
4	Auditor's Office		12/31/2008 04:57 PM	NEW

Form Started By: Olga Montero

Started On: 12/30/2008 03:25
PM

Final Approval Date: 12/31/2008

DRAFT

**EXHIBIT A
REQUIREMENTS**

**HIDALGO COUNTY
REQUEST FOR PROPOSALS**

**Credit Card Payment Services
Bid No.: 2009-000-00-00-OTM**

EXHIBIT "A" REQUIREMENTS

DRAFT

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace- Mary Alice Palacios and any other applicable County department with turnkey Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner. Contract is for a term of a one (1) year period. Hidalgo County reserves the right to renew the contract for an additional year under the same terms and conditions.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all bids are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by law.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on **all** service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, it's respective substations, the District Clerk's Office, Justice of the Peace-Mary Alice Palacios and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the two (2) departments currently interested in participating in this project:

Hon. Armando Barrera, RTA
Hidalgo County Tax Office
Hidalgo County Administration Building
2804 S. US Hwy 281
Edinburg, TX 78539
(956) 318-2876

Laura Hinojosa, District Clerk
Hidalgo District Clerk's Office
Hidalgo County Courthouse
100 N. Closner, 1st Floor
Edinburg, TX 78539
(956) 318-2200

Justice of the Peace, Precinct 4, Place 2
Honorable Mary Alice Palacios
222 N. 12th Ave.
Edinburg, Texas 78539
(956) 292-7015

BID INFORMATION

All pricing information must be provided on quote sheet provided.

DRAFT

**EXHIBIT B
SELECTION CRITERIA**

**HIDALGO COUNTY
REQUEST FOR PROPOSALS**

**CREDIT CARD PAYMENT SERVICES
Bid No.: 2009-000-00-00-OTM**

DRAFT

EVALUATION CRITERIA

RFP Evaluation Criteria

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**

DRAFT

RFP EVALUATION FORM

	<u>Selection Criteria</u>	<u>Point Range</u>	<u>Score</u>
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	_____
	Total	100%	Score _____

Provider: _____

Evaluator: _____ Date: _____

DRAFT

CREDIT CARD SERVICES-HIDALGO COUNTY

BID SHEET

Indicate the turnkey system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. This information may be provided on separate sheets of paper if necessary.

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office: _____

Number of substations and equipment at each site: _____

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM	MAINTENANCE		GRAND TOTAL
HARDWARE & SOFTWARE	1 ST YEAR	2 ND YEAR	

In the event of a typographical error, unit price prevails.

AI-13133

15.A.6.

**Administration & Supervision Of Alcohol Breath Test/Intoxilizer Services
CC REGULAR**

Date: 01/06/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and acceptance and approval of the final negotiated contract with Mary Ann Peralez d/b/a Breath Test Services for RFP NO: 2008-447-11-26-VYG-Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Services.

BACKGROUND

Current contract expires on 12/31/08. Vendor has been notified of Commissioners Court action (12/23/08) of approval to award.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-115-011-0-350
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO # 598142 with \$2,500.00 available as of 12-30-08.

Attachments

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 03:16 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:27 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/31/2008 10:41 AM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 11:38 AM	APRV
5	Dina Trevino	Dina Trevino	12/31/2008 02:23 PM	APRV

Form Started By: Vangie Garcia
Started On: 12/30/2008 01:59 PM
Final Approval Date: 12/31/2008

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-447-01-06

THIS CONTRACT is made and entered into this **6TH** day of **January, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Breath Test Services, d/b/a Mary Ann Perez** ("Sole Proprietor").

WHEREAS, Company responded to advertised notices for proposals for "**Certified Technical Supervisor For Hidalgo County's Alcohol Test Program**" (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.

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.

14. This Agreement may be terminated by either party without cause upon thirty (30) days

written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, **2009**.

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: _____
Stephen L. Crain

Date: _____

EXHIBIT "A"
SPECIFICATIONS

SCOPE OF SERVICES/REQUIREMENTS

Hidalgo County is soliciting to contract with a qualified certified technical supervisor who is qualified to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. The County currently owns and operates Intoxilyzer 5000s located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco, Texas)

The successful candidate for this RFP shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set forth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.

6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's 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.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
 - Advanced survey of current information concerning alcohol and its effects on the human body;
 - Operational principles and theories applicable to the program;
 - Instrument operations, maintenance, repair and calibration;
 - Legal aspects of breath alcohol analysis;
 - Principles of instruction;
 - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required".**

EXHIBIT "B"
VENDOR'S PROPOSAL

Request for Proposal
“CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY’S
ALCOHOL BREATH TEST PROGRAM”

RFP NO: 2008-447-11-26-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Breath Test Services

Address: 4309 N. 10th St. Ste F4
McAllen, Tx 78504

By: Mary Ann Peralta

Printed Name: Mary Ann Peralta

Proposal Fee Schedule

1) One (1) Hidalgo County Jail (Edinburg, Texas)	\$ <u>15,000.00</u>
2) One (1) Palmview Police Department (Palmview, Texas)	\$ <u>15,000.00</u>
3) One (1) San Juan Police Department (San Juan, Texas)	\$ <u>15,000 .00</u>
4) One (1) Weslaco Police Department (Weslaco, Texas)	\$ <u>15,000.00</u>

-Note

If all four instruments are awarded to proposer a discount of \$5,000.00 will be applied to the overall amount proposed.

If three instruments are awarded to proposer a discount of \$2,000.00 will be applied to the overall amount proposed.

If two instruments are awarded to proposer no discount will be applied to the overall amount proposed.

If one instrument awarded to proposer no discount will be applied to the overall amount proposed.

EXHIBIT "C"
INSURANCE REQUIREMENTS

Insurance Requirement Acknowledgment

I, Mary Ann Peralta, authorized representative for Breath Test Services
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Mary Ann Peralta
Authorized Representative

11-19-08
Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

AI-13101

15.B.1.

Hidalgo County Professional Consultant Services For Asset Mapping and Strategic Planning to Guide Economic Development
CC REGULAR

Date: 01/06/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

Pursuant to Section V of the RFP packet, recommendation by grading committee to require presentations by the two (2) participants so as to complete the grading process and thus proceed to the ranking by Commissioners Court for RFP/Q NO: 2008-409-11-05-VYG-Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.

BACKGROUND

Please see Exhibit A Requirements on presentation by participants in order to finalize the ranking.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1287-465-20-110-070-9

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: EXHIBIT A REQUIREMENTS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 03:13 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:14 PM	APRV
3	Erika Reyna	Erika Reyna	12/31/2008 08:23 AM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 09:33 AM	APRV

Form Started By: Vangie Garcia Started On: 12/29/2008 04:41 PM

Final Approval Date: 12/31/2008

EXHIBIT A
REQUIREMENTS
HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

**"PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND
STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN
HIDALGO COUNTY"**

RFP/Q NO: 2008-409-11-05-VYG

Hidalgo County is seeking sealed proposals with qualifications from qualified consultants to provide certain services related to research, analysis, strategic planning, meeting facilitation, and plan writing in support of the preparation of Hidalgo County's Comprehensive Economic Development Plan. The Hidalgo County Purchasing Department will receive sealed proposals with qualifications as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, November 05 , 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-409-11-05-VYG

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

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 Acceptance Date.

The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Proposal/Qualifications" 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 FACSIMIL NO LATER THAN Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or BY EMAIL AT: sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 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 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. 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/Q 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-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/Qualification (RFP/Q) 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 RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:

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 **any portion of** the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, 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 – PURPOSE

As a result of a grant from the U.S. Department of Commerce’s Economic Development Administration (EDA), Hidalgo County is working in collaboration with the economic development organizations within the county to create a countywide Comprehensive Economic Development Strategy (CEDS) to prepare the county to compete and succeed in a regional and global economy. This Request for Proposals (RFP) is seeking qualified consultants for the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities. Information to be collected/produced, studied and reported includes cataloguing and analyzing regional assets, and effective strategies and outreach for economic and workforce development transformation. The planning process requires (also see 13 C.F.R. § 303.6, paragraphs A.1 and A.2):

- Consultation with public officials, community leaders, representatives of economic and workforce development organizations and institutions of higher education, minority and labor groups, business associations, and private individuals;
- Conducting public forums to elicit public/private input;
- Researching and analyzing the current economic development situation of the region including a discussion of the population, geography, workforce, transportation, resources, environment, and other relevant information;
- Conducting SWOT analysis and resource mapping activities; and,
- Identifying strategies and resources for plan implementation.

The results of these efforts will be utilized to prepare a strategic plan that:

- Establishes and articulates a vision for economic and workforce development in the county and region;
- Embraces the principles of entrepreneurship, enhances regional clusters, and leverages technology innovators and local universities to the private sector;

- Includes clear and measureable goals and objectives;
- Outlines a plan of action with clear steps and strategies for achieving goals and objectives; and,
- Identifies potential resources/funding to support implementation of the plan.

SECTION III – BACKGROUND

Hidalgo County has received a U.S. Department of Commerce/Economic Development Administration (EDA) grant to conduct strategic planning activities for the purpose of developing a countywide Comprehensive Economic Development Strategy. The role of the county is to work through a Strategy Committee of stakeholders identified by the county, serve as the convener of stakeholders during the planning process and oversee the implementation of grant activities consistent with the criteria set forth in the proposal as approved by EDA.

SECTION IV – RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:

The required contents and limitations for the preparation of the RFP/Q 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/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:

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

PROPOSAL NARRATIVE:

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 5 pages in length.

Respondents must submit a written description of services that briefly describes the services to be provided specific to the requirements of this proposal. The

written narrative, at minimum, must include the following information:

1. Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined in the Scope of Services.
 - Please include specifics and price required for your organization to complete this project. Additionally, please specify any cost associating with the mapping of physical assets using GIS software.
 - Provide the names, education and work experience of the key personnel that will be assigned to this project along with a description of their most recent work in similar projects. There is a one (1) page limitation for each biographic summary provided.
2. Demonstrated ability to perform the tasks required in this proposal, including prior experience in working on same/similar projects. Please attach references to the narrative response, which include the names, physical and electronic addresses, and telephone numbers of a minimum of three (3) clients for whom the respondent has conducted similar services. These references may be contacted.
3. Demonstrated knowledge of the time requirements for completion of all work required in the Scope of Services. The narrative must include specific details on the how the respondent will meet the timing requirements for this project and include a work plan with a brief description of each deliverable and its anticipated start and completion date.
4. Please provide contact information for the primary contact, including name, physical and electronic addresses, telephone number, and email address.

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS–PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

TIMING:

Ideally, this project will begin by mid October, with phased deliverables to be negotiated with the successful bidder. **The final product should be completed no later than June 15, 2009.** Your proposal should include an estimate of the timing to start and complete each element or deliverable. It is anticipated that, subsequent to awarding the project, specific approaches, requirements, and due dates will be worked out and included in the contract with the selected consultant.

FIRM QUALIFICATIONS:

Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined in the “Scope of Services” below. All proposers must have demonstrated experience in the area of asset mapping and strategic planning to be eligible for consideration. Hidalgo County reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

SCOPE OF SERVICES:

Hidalgo County is interested in strengthening its competitive position within state, national and global markets. Accordingly, the County is requesting proposals with qualifications from experienced, qualified consultants to prepare the following in accordance with applicable requirements from the U.S. Department of Commerce/Economic Development Administration grant award for creating a Comprehensive Economic Development Strategy. The successful respondent will be required to complete the following tasks/activities:

Asset Mapping: In order to strengthen the county’s competitive position within state, national and global markets, it is important to start by mapping the area’s asset base. The purpose of the Asset Map is will be to provide the County’s leadership with an understanding of the area’s asset base – human, financial, institutional, and natural among others; identify “gap” areas that require further investment; and provide a baseline for launching the strategic planning process and by which to measure future progress toward regional prosperity. The asset map should follow the framework set forth in “*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources*” developed by the Council on Competitiveness. The document can be found at

http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate_regional_Aug2007.pdf.

Additionally, the selected consultant should make every effort to (a) avoid duplicating any current asset mapping activities underway in the region such as those of the Workforce Innovation in Regional Economic Development (WIRED) initiative; and (b) add value to current or recent asset mapping activities (i.e., *Texas in Focus: South Texas* – <http://www.cpa.state.tx.us/specialrpt/tif/southtexas/pdf/SouthTexasFullReport.pdf>).

This request includes a full-level asset mapping process as follows

- Identification and cataloging of all major assets relevant to countywide and regional development.
- Basic evaluation of the strengths and weaknesses of all major assets and identification of gaps and redundancies in order to determine areas that require further investment.
- A comprehensive assessment to capture current and future utilization of assets, challenges and barriers to utilization, and the need for increased asset creation and investment. This component of the asset mapping process should specifically focus on the health care industry.

Strategic Planning: The asset mapping findings will be used to launch the strategic planning process. The purpose of the strategic planning process is to provide the County's leadership with a strategy for improving its overall competitive position. The consultant will assist the Strategy Committee and Hidalgo County economic development staff in preparing a five-year CEDS for Hidalgo County that complies with the requirements of 13 CFR § 303.7 (Code of Federal Regulations). This request includes the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities.

The consultant will be required to submit a draft of both the Asset Map and Strategic Plan for review and comment before submitting the final document. An electronic copy of the final document is required.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION V: SELECTION AND SCHEDULES

EVALUATION SYSTEM:

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in providing the required services.

The evaluation consists of a 100–point scoring system, weighted as follows:

NARRATIVE	15 POINTS
BUDEGET & COST EFFECTIVENESS	15 POINTS
PRIOR EXPERIENCE	30 POINTS
PROPOSER’S QUALIFICATIONS	20 POINTS
ABILITY TO MEET TIMING REQUIREMENTS	20 POINTS

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.

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 WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:

<u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building
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	2802 S. Business Hwy. 281 Edinburg, Texas 78539
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RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, November 05, 2008.**

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

TERMS AND CONDITIONS

- This RFP does not commit Hidalgo County to award a contract.
- Hidalgo County will not pay any costs incurred by the respondent in the preparation of this proposal.
- Hidalgo County may accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this RFP if it is in the best interest of Hidalgo County to do so.
- Hidalgo County may request additional information or a personal interview in support of the written proposals.
- Hidalgo County may award a contract under this RFP without discussion with the respondent. Therefore, proposals should be submitted on the most favorable terms from both the technical and cost standpoint.
- Hidalgo County reserves the right not to fund the respondent with either the lowest cost or the highest score on the proposal.
- Hidalgo County may require the selected respondent to participate in negotiations and submit price, technical or other revisions to the proposal as a result of the negotiations.
- The contract award is subject to the availability of Federal funds and the execution of a contract acceptable to both the selected respondent and Hidalgo County.
- Hidalgo County reserves the right to reject the proposal of any respondent based on any misrepresentation.

AI-13128

15.C.1.

**approval to execute AIA B141 document with VA Architecture
CC REGULAR**

Date: 01/06/2009

Submitted By: Ramon Vela, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting approval of final negotiated contract B141- AIA 1997 Standard Form of Agreement between Owner (Hidalgo County) and Architect (V A Architecture) in connection with the design and construction of New Offices for Hidalgo County Pct. 2 including ancillary support facilities (as approved for negotiation on CC 12/16/08 and reviewed as to form by legal counsel).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1334-431-00-122-021-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-30-08 \$2,225,000.00

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 02:59 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/30/2008 03:15 PM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 09:36 AM	APRV

Form Started By: Ramon Vela
Started On: 12/30/2008 01:24 PM

Final Approval Date: 12/31/2008

AI-13131

15.D.1.

Request for Payment No. 2 & 3 from VA Architecture for the Health Clinic Renovations
CC REGULAR

Date: 01/06/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Approval of Request for Payment No. 2 in the amount of \$5,000.00, and Payment No. 3 (Reimbursable) in the amount of \$1,182.35 from V-A Architecture, contracted architect for "Health Clinic Renovations" for Health and Human Services Dept. C-08-221-05-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-441-00-340-0XX-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO# 608594 is \$11,250.00 for various accounts relating to Health Clinic Renovations.

Please see attachment for PO.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	12/30/2008 03:15 PM	APRV
2		Budget & Management	Veronica Lopez	12/30/2008 03:26 PM	APRV
3		Roland Garcia	Rolando Garcia	12/31/2008 08:47 AM	APRV
4		Auditor's Office	Linda Fong	12/31/2008 09:47 AM	APRV

Form Started By: Rocio Villarreal Started On: 12/30/2008 01:45 PM
Final Approval Date: 12/31/2008

V.A Architecture

REQUEST FOR PAYMENT NO: Two

Project Name: Health Clinic Renovations for Hidalgo County Health and Human Services (County Wide)

Contract # C-08-221-05-06

Architertural Firm: V-A Architecture
Address: 2029 Industrial Drive
City/State: McAllen, Texas 78504

Probable Construction Cost
\$137,000.00 Edinburg
\$87,200.00 Elsa
\$32,700.00 McAllen
\$97,400.00 Mission
\$35,000.00 Hidalgo
\$74,350.00 Weslaco
\$4,008.95

A/E Fee

PO #608594

Project No. 08-1007

Project Probable Construction Cost: \$463,650.00			Max. Contract Amt.-Fixed		\$25,000.00	
Scope of Services		Estimated Budget	%Completed To Date	Total Due	Less Prev. Payments	Total Due
Schematic Design Phase A/E Fee	Edinburg	\$ 1,108.06	100%	\$ 1,108.06	\$ 1,108.06	(\$0.00)
	Elsa	\$ 705.27	100%	\$ 705.27	\$ 705.27	\$0.00
	McAllen	\$ 264.48	100%	\$ 264.48	\$ 264.48	(\$0.00)
	Mission	\$ 787.77	100%	\$ 787.77	\$ 787.77	\$0.00
	15% Hidalgo	\$ 283.08	100%	\$ 283.08	\$ 283.08	(\$0.00)
	Weslaco	\$ 601.34	100%	\$ 601.34	\$ 601.34	\$0.00
Design Development Phase A/E Fee	Edinburg	\$ 1,477.41	100%	\$ 1,477.41	\$ 1,477.41	(\$0.00)
	Elsa	\$ 940.36	100%	\$ 940.36	\$ 940.36	\$0.00
	McAllen	\$ 352.64	100%	\$ 352.64	\$ 352.64	(\$0.00)
	Mission	\$ 1,050.36	100%	\$ 1,050.36	\$ 1,050.36	\$0.00
	20% Hidalgo	\$ 377.44	100%	\$ 377.44	\$ 377.44	(\$0.00)
	Weslaco	\$ 801.79	100%	\$ 801.79	\$ 801.79	\$0.00
Construction Documents Phase A/E Fee	Edinburg	\$ 2,954.82	100%	\$ 2,954.82	\$ 1,477.41	\$1,477.41
	Elsa	\$ 1,880.73	100%	\$ 1,880.73	\$ 940.36	\$940.37
	McAllen	\$ 705.27	100%	\$ 705.27	\$ 352.64	\$352.63
	Mission	\$ 2,100.72	100%	\$ 2,100.72	\$ 1,050.36	\$1,050.36
	40% Hidalgo	\$ 754.88	100%	\$ 754.88	\$ 377.44	\$377.44
	Weslaco	\$ 1,603.58	100%	\$ 1,603.58	\$ 801.79	\$801.79
Bidding Phase A/E Fee	Edinburg	\$ 369.35	0%	\$ 0.00	\$ 0.00	\$0.00
	Elsa	\$ 235.09	0%	\$ 0.00	\$ 0.00	\$0.00
	McAllen	\$ 88.16	0%	\$ 0.00	\$ 0.00	\$0.00
	Mission	\$ 262.59	0%	\$ 0.00	\$ 0.00	\$0.00
	5% Hidalgo	\$ 94.36	0%	\$ 0.00	\$ 0.00	\$0.00
	Weslaco	\$ 200.45	0%	\$ 0.00	\$ 0.00	\$0.00
Construction Administration Phase A/E Fee	Edinburg	\$ 1,477.41	0%	\$ 0.00	\$ 0.00	\$0.00
	Elsa	\$ 940.36	0%	\$ 0.00	\$ 0.00	\$0.00
	McAllen	\$ 352.64	0%	\$ 0.00	\$ 0.00	\$0.00
	Mission	\$ 1,050.36	0%	\$ 0.00	\$ 0.00	\$0.00
	20% Hidalgo	\$ 377.44	0%	\$ 0.00	\$ 0.00	\$0.00
	Weslaco	\$ 801.79	0%	\$ 0.00	\$ 0.00	\$0.00
Reimbursable		\$ 0.00	0%	\$ 0.00	\$ 0.00	\$0.00
TOTALS		\$ 25,000.00		\$ 18,750.00	\$ 13,750.00	\$ 5,000.00
Total Amount This Request						\$5,000.00

Total Amount This Request

\$5,000.00

I certify that the above is true and correct to the best of my knowledge.

V.A Architecture
Architect

December 8, 2008
Date

COUNTY AUDITOR

Reynaldo Vargas, A.I.A.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

DEC 9 2008

12-8-08
12-10-08
8-13-08
608594
0001-00-340-024-0-452
V.A. CLINIC
QNT. 275
QNT. 608594
QNT. 0001-00-340-024-0-452
QNT. 801.79
QNT. 10-08

Total Amounts This Request Per Clinic

Edinburg	\$ 1,477.41
Elsa	\$ 940.37
McAllen	\$ 352.63
Mission	\$ 1,050.36
Hidalgo	\$ 377.44
Weslaco	\$ 801.79
	\$ 5,000.00



Purchase Order COUNTY OF HIDALGO

PO#: 608594

DATE: 08/28/08

Page No 1 Of 2

VENDOR: 130214

REQ:00138177

Email:

Phone: (956) 631-2242

VA ARCHITECTURE, INC.

2029 INDUSTRIAL DR.

MCALLEN TX 78504

BUYER: JESCALANTE

SHIP TO: HEALTH DEPARTMENT

1304 S. 25TH

EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HEALTH DEPARTMENT

Contract No:

Special Instructions:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		REQUEST FOR PAYMENT NO. 1 IN THE AMOUNT OF \$13,750.00 TO A VARIOUS CLINIC AREAS		
1	EACH	Architecture Services for Edinburg Clinic 3105 E. Richardson, Edinburg, TX 78542	7,387.04	7,387.04
1	EACH	Architecture Services for McAllen Clinic, 300 E. Hackberry, McAllen, TX 78501	1,763.18	1,763.18
1	EACH	Architecture Services for Weslac Clinic 1901 N. Bridge Weslaco, Tx 78596	4,008.95	4,008.95
1	EACH	Architecture Services for Mission Clinic, 211 S. Schuback, Mission, TX	5,251.81	5,251.81
1	EACH	Architecture Services for Elsa Clinic 708 Edinburg ST. Elsa, Tx	4,701.82	4,701.82
1	EACH	Architecture Services for Hidalgo Clinic 702 E. Texas, Hidalgo TX C-08-221-05-06	1,887.20	1,887.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		25,000.00
		***** For Hidalgo County use only		
		8-1336-441-00-340-022-0-452	7,387.04	02
		8-1336-441-00-340-023-0-452	1,763.18	05
		8-1336-441-00-340-024-0-452	4,008.95	09
		8-1336-441-00-340-030-0-452	5,251.81	07
		8-1336-441-00-340-034-0-452	4,701.82	03

RECEIVED BY

Authorized by:

Martina L. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 608594

DATE: 08/28/08

Page No 2 Of 2

VENDOR: 130214

REQ:00138177

Email:

Phone: (956) 631-2242

VA ARCHITECTURE, INC.

2029 INDUSTRIAL DR.

MCALLEN TX 78504

BUYER: JESCALANTE

SHIP TO: HEALTH DEPARTMENT

1304 S. 25TH

EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HEALTH DEPARTMENT

Special Instructions:

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 REPLY 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
		Hidalgo 8-1336-441-00-340-035-0-452	1,887.20	---
		Approved		
Edinburg	02	McAllen	Weslaw	MISSION
		05	09	07
				Elsa
				03
				Hidalgo
				04
-4,062.88		-2,585.99	-969.76	-2,888.49
-1,477.41		-352.63	-801.79	-1,050.36
				-1,037.96
				-940.37
				-2,204.6
				-377.4

2008 DEC 10 AM 11:36

COUNTY AUDITOR

RECEIVED BY

Authorized by:

Martin L. Salazar

V·A Architecture

REQUEST FOR PAYMENT NO: THREE (REIMBURSABLE) (Revised)

Project Name: Health Clinic Renovations for Hidalgo County Health and Human Services (County Wide)

Architeturual Firm: V-A Architecture

Contract # C-08-221-05-06

Address: 2029 Industrial Drive

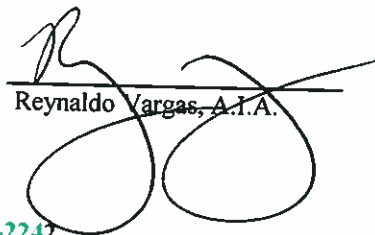
PO #608594

City/State McAllen, Texas 78504

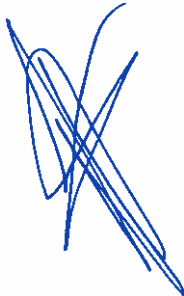
Scope of Services		Estimated Budget	Multiplier	Total Due	Less Prev. Payments	Total Due
Reproduction \$1,126.05	Edinburg	\$ 187.68	1.05	\$ 197.06	\$ 0.00	\$197.06
	Elsa	\$ 187.68	1.05	\$ 197.06	\$ 0.00	\$197.06
	McAllen	\$ 187.68	1.05	\$ 197.06	\$ 0.00	\$197.06
	Mission	\$ 187.68	1.05	\$ 197.06	\$ 0.00	\$197.06
	Hidalgo	\$ 187.68	1.05	\$ 197.06	\$ 0.00	\$197.06
	Weslaco	\$ 187.67	1.05	\$ 197.05	\$ 0.00	\$197.05
TOTALS		\$ 1,182.34		1,182.34	\$ 0.00	\$ 1,182.35
Total Amount This Request						\$ 1,182.35

I certify that the above is true and correct to the best of my knowledge.

VA Architecture December 8, 2008
Architect Date


Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242



Good/Services Received By: McAllen Clinic
Date: 12-8-08
Invoice Received By: Patia
Invoice No.: 12-8-08
P.O. No.: 608594
Acct. No.: 8-1226-441-00-340-023-0-452
Amount Due: 197.06
Date: 12-8-08
Approved By: _____

DEC 10 2008

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

COUNTY AUDITOR

RECEIVED BY

PaperBoy Printers

409 E Avocet
McAllen, Texas 78504
956-607-5161

Invoice

Number: 1007

Date: December 08, 2008

Bill To:

V-A Architecture
2029 Industrial Drive
McAllen, TX 78504 U.S.A

Ship To:

V-A Architecture
2029 Industrial Drive
McAllen, TX 78504 U.S.A

P.O. Number	Terms	Customer #	Ship	Via	Project
120808	15	VA			08-1007

Item #	Description	Quantity	Price Each	Tax	Amount
362429	15 Sets Blueprints	435.00	1.85		804.75
118.5153	15 Sets Specifications	2,295.00	0.14		321.30
Health Clinic Renovations for the Hidalgo County Health Department Edinburg, Elsa, McAllen, Mission, Hidalgo, & Weslaco, Texas					
Sub-Total					\$1,126.05
State Tax 8.25% on 0.00					0.00
Total					\$1,126.05

RECEIVED BY
COUNTY AUDITOR
2008 DEC 16 PM 3:59

V.A Architecture

December 11, 2008

Josie Escalante
Administration Dept.
Hidalgo County Health Department
1304 S. 25th
Edinburg, Texas 78539

RE: Hidalgo County Health Department and Human Services - Renovation of Clinics
Edinburg, Elsa, Hidalgo, McAllen, Mission, Weslaco

Ms. Escalante:

Attached please find Set #2 of the plans and specifications for the above referenced project.

Should you have any questions, please phone our office.

Sincerely,



Tomás René Canul

RECEIVED BY: 

TIME: 10:50 am

2008 DEC 16 PM 3:59

COUNTY AUDITOR

RECEIVED BY

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242



Purchase Order

COUNTY OF HIDALGO

PO#: 608594

DATE: 08/28/08

Page No 1 Of 2

VENDOR: 130214

REQ:00138177

Email:

Phone: (956) 631-2242

VA ARCHITECTURE, INC.

2029 INDUSTRIAL DR.

MCALLEN TX 78504

BUYER: JESCALANTE

SHIP TO: HEALTH DEPARTMENT

1304 S. 25TH

EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HEALTH DEPARTMENT

Special Instructions:

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
		DO NOT DUPLICATE ORDER		
		REQUEST FOR PAYMENT NO. 1 IN THE AMOUNT OF \$13,750.00 TO A VARIOUS CLINIC AREAS		
1	EACH	Architecture Services for Edinburg Clinic 3105 E. Richardson, Edinburg, TX 78542	7,387.04	7,387.04
1	EACH	Architecture Services for McAllen Clinic, 300 E. Hackberry, McAllen, TX 78501	1,763.18	1,763.18
1	EACH	Architecture Services for Weslac Clinic 1901 N. Bridge Weslaco, Tx 78596	4,008.95	4,008.95
1	EACH	Architecture Services for Mission Clinic, 211 S. Schuback, Mission, TX	5,251.81	5,251.81
1	EACH	Architecture Services for Elsa Clinic 708 Edinburg ST. Elsa, Tx	4,701.82	4,701.82
1	EACH	Architecture Services for Hidalgo Clinic 702 E. Texas, Hidalgo TX C-08-221-05-06	1,887.20	1,887.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		25,000.00

		For Hidalgo County use only		
	Edg.	8-1336-441-00-340-022-0-452	7,387.04 -- 02	
	McAl	8-1336-441-00-340-023-0-452	1,763.18 -- 05	
	Weslaco	8-1336-441-00-340-024-0-452	4,008.95 -- 09	
	Mission	8-1336-441-00-340-030-0-452	5,251.81 -- 07	
	Elsa	8-1336-441-00-340-034-0-452	4,701.82 -- 03	

Authorized by:

Martha L. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 608594

DATE: 08/28/08

Page No 2 Of 2

VENDOR: 130214

REQ:00138177

Email:

Phone: (956) 631-2242

VA ARCHITECTURE, INC.

2029 INDUSTRIAL DR.

MCALLEN TX 78504

BUYER: JESCALANTE

SHIP TO: HEALTH DEPARTMENT

1304 S. 25TH

EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HEALTH DEPARTMENT

Contract No:

Special Instructions:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION				UNIT PRICE	AMOUNT
		Hidalgo 8-1336-441-00-340-035-0-452				1,887.20 --- 04	
		Approved					
Edinby 02	McAllen 05	Weslaco 09	MISSION 07	Elsa 03	Hidalgo 04		
-4,062.88	-2,585.99	-969.76	-2,888.49	-1,037.96	-2,204.9		
-1,477.41	-352.63	-801.79	-1,050.36	-940.37	-377.46		
-197.06	-197.06	-197.05	-197.06	-197.06	-197.06		

COUNTY AUDITOR
2008 DEC 16 PM 3:59

2008 DEC 16 PM 3:59

COUNTY AUDITOR

RECEIVED BY

Authorized by:

Martín L. Salazar

AI-13135

15.E.1.

District Clerk request to procure and acquire Jury Software and Scanning/Imaging Services
CC REGULAR

Date: 01/06/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Laura Hinojosa
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** District Clerk

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:

ACS Juror Core System-\$61,900
ACS eJuror System-\$29,900.00
Total Amount: \$91,800.00

BACKGROUND

Proposed year two total if renewed will be at \$103,665.00. Contract and software license reviewed as to form by legal counsel, changes were made accordingly.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Amount available for req #145692 \$50,000.00 for ACS as of 12-30-08

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

Funding for the balance will be addressed the 1st qtr. of 2009 as per Mr. Silguero.

Attachments

Link: C-08-302-01-06 CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 03:19 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/30/2008 03:41 PM	APRV

4	Auditor's Office	Linda Fong	12/31/2008 10:07 AM	APRV
5	Dina Trevino	Dina Trevino	12/31/2008 02:26 PM	APRV

Form Started By: Vangie Garcia

Started On: 12/30/2008 02:25 PM

Final Approval Date: 12/31/2008

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 6, 2009** by and between **ACS Government Systems, Inc.** ("Seller") and **HIDALGO COUNTY DISTRICT CLERK'S OFFICE** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County District Clerk's Office "[**Purchase of New Jury Software**]", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of one year with the County's option to renew one (1) additional year 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 proposal 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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in "**Purchase of New Jury Software (the "Jury Software")**" in the areas of **HIDALGO COUNTY DISTRICT CLERK'S OFFICE** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor 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. Seller shall license to Buyer the rights to utilize the Jury Software by separate document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Jury Software license agreements.

6. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: **ACS Government Systems, Inc.**
Attn: Paul J. Ruddy, Vice-President
1733 Harrodsburg Road, Ste. 100
Lexington, KY. 40504

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.

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

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

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

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

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request,

influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

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: _____

Stephen L. Crain

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

REQUEST FOR PROPOSAL

“PURCHASE OF NEW JURY SOFTWARE”

RFP NO: 2008-302-11-19-otm

**HIDALGO COUNTY DISTRICT CLERK'S OFFICE
REQUEST FOR PROPOSAL
"PURCHASE OF NEW JURY SOFTWARE"
RFP NO: 2008-302-11-19-otm**

Overview:

The County of Hidalgo is seeking to engage Proposer's to furnish a New Jury Software. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Purchase of New Jury Software"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 19, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-302-11-19-OTM

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
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:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
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, November 12, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 14, 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 located 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**) certifying 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.

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 **Scope of Services** (Maintenance & Support Agreement) 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 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.

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

JURY SOFTWARE SPECIFICATIONS FEATURES AND FUNCTIONALITY- the following provides hardware and configuration recommendations for the New Proposed System.

Adaptable to Court's Environment. The system allows the local administrator(s) to define and maintain:

- Users' access rights
- All local court information
- Summons and Service schedules
- Service end and schedule change parameter including desired juror notices
- Payroll policy parameters, fee codes and processing preferences

Process juror source lists:

- Eliminate duplicates among multiple source lists
- Generate and process a suppression file of jurors previously marked for exclusion such as deceased, recently served or other local set criteria
- Random selection at all stages of processing

Produce summons:

- Users define jury reporting parameters and summons criteria
- Jurors may be summoned from specified areas of the local jurisdiction to serve in limited jurisdiction court
- Summons processing can be done in-house or through an outside vendor

Manage group of jurors:

- Jurors can be moved in (locally defined) groups to new dates and/or new locations
- Jurors can be service ended in define groups

Process 1-step and 2-step questionnaires :

- Scanning capability allows rapid processing of juror information
- Data capture and demographic reporting is defined and developed per local requirements from questionnaires

Maintain juror information:

- Juror activity details and history records display
- Manually adding jurors possible
- Efficient search capability
- Rapid updating and easy transactions for information processing

- **Barcode scanning capabilities throughout juror information processing**
- **System tracks and reports juror service and yield statistics**

Record juror service and compute pay:

- **Multiple methods of recording attendance**
- **Attendance credits jurors with pay automatically as defined by local pay rates, waivers and pay policies**
- **Supplemental pay capability for child-care or other miscellaneous fees**
- **Ability to produce service certificates or employer verifications**

Record basic case information and form jury panels:

- **Allows input of Case Identifier and basic information**
- **Randomly selects jurors onto the cases and automatically produces reports by local preferences**
- **Through local policy, users may use special selection criteria for panel development if desired such as “pre-screening” the jury pool for time or case conflicts**
- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Automated payroll capabilities:

- **Payroll may be run at any time**
- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**
- **Provides various hard copy reports**

Optional features using advanced technologies:

- **Imaging Solution**
- **Web Solution**
- **Voice Solution**
- **Checks**
- **JuryPop**
- **Access**
- **ARM**

Other Technical Requirements:

- **Must be compatible with county network to run New Proposed Jury System and obtain production worthy responsiveness**

- Provisions must be made for daily backup of the New Proposed Jury System Data and Software
- Remote access to the New Proposed Jury System is required for support purposes in all environments
- Technical staff must be made available for project coordination, installation and access development on a 24/7 basis, 24 hours a day, seven days a week
- Provides all network and hardware updates and software enhancements, including new releases and upgrades at no additional cost
- Documentation updates to support enhancements
- Correction of software malfunctions
- Performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes
- Performs data services to include data conversions to the satisfaction of the county
- Must provide secure web option to allow jurors to access view and fill out electronic summons using the internet

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.

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, November 19, 2008.

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

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
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

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.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**
2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**
3. **Ease of Support System & Response Time.** Ease of communicating with company’s support system and the company’s ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**
4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT “B”
PAYMENT SCHEDULE
(Including Best And Final Offer)



expertise in action™

7 Fee Schedule

FROM RFP SECTION II, RFP REQUIREMENTS:

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.

Response:

ACS Juror Management System

ACS Juror Core System	Price
<i>ACS Juror Management System</i>	
License Fee ¹ (unlimited users)	\$37,000
<i>Implementation Services – Core System</i>	
Professional Services ² Installation ³ ACS Juror Management Application Training (Maximum 15 Participants) ⁴ Post-Implementation Supervision Project Management ⁵ Conversion ⁶ Forms and Letters – Assist with Custom Design ⁷	\$17,500
<i>Product Support & Enhancement Program</i>	
Annual Cost ⁸	\$7,400
TOTAL	\$61,900

Notes and Assumptions:

- ¹ The price reflects the license fee for the ACS Juror software. The object code and one set of documentation are provided upon licensing the software at no additional cost.
- ² The price reflects professional services for the proposed software. Please note that pricing is based on ACS' standard centralized server approach and assumes that all courts will be installed at the same time. All ACS travel costs will be billed as incurred.
- ³ Database Installation will be on one database, on one server, at one site.



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Charles P. Byers, Director-Juror Solutions
ACS Government Systems, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 10, 2008

Re: Best and Final Offer -RFP NO: 2008-302-11-19-OTM
Hidalgo County District Clerk's Office-"Purchase of New Jury Software"

Pursuant to "Friday's Conference Call Meeting-December 10, 2008", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County District Clerk, Ms. Laura Hinojosa discussed what the project and services entailed. Please review discussed and approved details as follows:

- a) The term of contract shall be for one year, with the County's option for an additional one (1) year extension based on prior's year 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 Scope of Services (Maintenance and Support Agreement) in Exhibit "A".
- b) ACS will update the Acord (Certificate of Insurance) and email to evangelina.garcia@co.hidalgo.tx.us. Insurance provided in proposal has expired since 12/01/08.
- c) Hidalgo County is proposing that all travel related would be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees and will pay no more than what Commissioners' Court permits. (Please refer to attachment).

Your original proposal is at \$61,900 (ACS Juror Core System) & \$29,900 (ACS eJuror System): Totaling: \$91,800 plus 5% per year maintenance cost and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, December 15, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Best and Final Offer \$ see attachment

Signed: Spencer Parrott

Title: Vice President, Justice Practice

Printed Name: Spencer Parrott



expertise in action™

December 15, 2008

Ms. Olga T. Montero
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor, Adm. Bldg.
Edinburg, Texas 78539

RE: RFP #2008-302-11-19-OTM for Purchase of New Jury Software, Best and Final Offer

Dear Ms. Montero:

ACS is pleased to be considered for formal recommendation regarding this solicitation and is eager to begin formal contract negotiations. ACS is in receipt of the memorandum dated December 10, 2008.

- a) ACS is agreeable to a one-year contract, with an option to renew for one additional year based upon prior year's performance, evaluation, and contingent upon cost remaining unchanged. ACS is also agreeable to an option to allow the county the right to continue the one-year contract an additional 60 days at the end of the contract term for unforeseen delays in awarding the next term. ACS is unclear what additional requirements are suggested for inclusion in the contract, however, we are confident that, through good faith negotiations, we will be able to address all underlying concerns, while satisfying the needs of the county.
- b) ACS will provide an updated Acord certificate of insurance prior to contract execution.
- c) ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

There may be some confusion in regards to ACS' proposed pricing. For the avoidance of doubt, the following example is provided (all costs in this example are exclusive of travel):

Proposed year one costs = \$91,800, which includes the license fees for the ACS Juror Management System (\$37,000), the license fees for the ACS eJuror module (\$19,500), the services proposed to tailor and implement the systems (\$17,500 plus \$6500, respectively), and the first-year maintenance costs (\$7400 plus \$3900, respectively).

Proposed year two costs = \$11,865, which includes the second-year maintenance costs (\$7770, which is a 5% escalation of \$7400, plus \$4095, which is a 5% escalation of \$3900).

Total proposed two-year costs, assuming contract option to renew is exercised = \$103,665.

In response to your request for our Best and Final Offer, ACS agrees to refrain from escalating maintenance costs in year-two, allowing them to remain at year-one levels (\$7400 plus \$3900) bringing year two costs to \$11,300, and bringing total two-year costs, assuming contract option to renew is exercised to \$103,100. ACS further agrees to negotiate payment milestones in a way that allows year-one costs to span 2008 and 2009.

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY)

12/18/2008

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

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 1025979 Affiliated Computer Services, Inc.
ACS Government Systems, Inc.
2828 N. Haskell
Dallas TX 75204

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: ACE American Insurance Company

22667

INSURER B: Indemnity Insurance Company of North America

43575

INSURER C: Lexington Insurance Company

19437

INSURER D:

INSURER E:

COVERAGES

AFFCO01 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
			GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC AGG \$ XXXXXXXX
			EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☐ UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B A A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C44355437 (ALL OTHER) WLR C44355486 (AZ, CA) SCF C44355449 (WI)	12/1/2008 12/1/2008 12/1/2008	12/1/2009 12/1/2009 12/1/2009	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C			OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	\$1M per person; \$10M per occ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Purchase of New Jury Software - RFP # 2008-302-11-19. Hidalgo County Purchasing Department is included as Additional Insured on GL where required by written contract.

CERTIFICATE HOLDER

3961326

Hidalgo County Purchasing Department
Attn: Martha L. Salazar - Purchasing Department
2812 South 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 ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



SOFTWARE LICENSE AGREEMENT

CONFIDENTIAL

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

and

("Licensee")

THIS AGREEMENT is made between ACS and Licensee as of the Effective Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both ACS' warranty services and ACS' Product Support & Enhancement Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of ACS includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third

party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which ACS ships the Component System(s) to the Delivery Address F.O.B. Lexington, Kentucky.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documented Defect" means a material deviation between the Baseline Component System and its documentation, for which Documented Defect ACS has confirmed that Licensee has given ACS enough information for ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under ACS' control.

"Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

"Equipment" means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as

"Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Licensed Software" means the Component Systems listed in Exhibit 1.

"Licensee Employees" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by ACS, and who, prior to obtaining access to the Licensed Software, have executed an ACS-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. ACS has the right to grant Licensee this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, ACS owns the Licensed Software.

3. License. Subject to the terms and conditions of this Agreement, ACS grants Licensee a perpetual, non-exclusive, non-transferable license to use and copy for use the Licensed Software on the Equipment within the United States of America for Licensee's own, non-commercial computing operations. The computer readable media containing Source Code and Object

Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Licensee is not granted a license for use. Licensee may not make any use of any Source Code and/or Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Licensee shall have no right to access, copy or otherwise use the Source Code for any Component System of the Licensed Software.

(b) Object Code. Licensee has right to use the Licensed Software in Object Code form. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another ACS-supported configuration, for disaster recovery of Licensee's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Licensee can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Licensee Employees. Without limiting the foregoing, Licensee is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict "need to know" basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Licensee will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining ACS' prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that ACS otherwise provides with the Licensed Software. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or

Deleted: If Exhibit 1 to this Agreement does not otherwise provide that Licensee has a license to use Source Code for a particular Component System, then Licensee has no rights in or to the Source Code for that Component System. Only with respect to the Component Systems for which the Source Code is so licensed, Licensee has the right to compile, modify, improve and enhance the Licensed Software. Licensee will not disclose all or any part of the Source Code for the Licensed Software to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement.

partial copies that Licensee makes of the Licensed Software.

4. Available Services. ACS will provide Licensee with services under a separate Software Services Agreement.

5. Delivery. Except as otherwise provided in Exhibit 1, ACS will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Effective Date.

6. Payment and Taxes.

(a) Payment. Licensee will pay ACS as provided for in Exhibit 1. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with services under this Agreement, with reimbursement to be on an as-incurred basis. ACS will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee's contractors a discounted rate, and sharing rental cars. Licensee will also reimburse ACS for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide ACS with a copy of such limitations before ACS incurs expenses. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Licensed Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by ACS and Remedy For Breach. For each Component System, ACS warrants to Licensee that, for period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Licensee on the Equipment for its own, non-commercial computing

operations, will operate without Documented Defects. For each Documented Defect, ACS, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, ACS is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and ACS' sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Licensee exclusively and is in lieu of all other warranties. **ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Licensee) other than ACS modifies the Baseline Component System; or (ii) Licensee does not implement changes that ACS provides to correct or improve the Baseline Component System. If despite any modification of the Component System, ACS can replicate the reported problem in the Baseline Component System as if the problem were a Documented Defect, then ACS will nonetheless provide Licensee with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Documented Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY**

LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

9. Indemnity by ACS. ACS will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. ACS' obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify ACS of any such claim; (ii) Licensee must in writing grant ACS sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice ACS' right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with ACS to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by ACS in writing as necessary for use with the Licensed Software) from the use or combination of products provided by ACS with items provided by Licensee or others. If any Component System is, or in ACS' opinion is likely to become, the subject of a United States copyright infringement claim, then ACS, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the

Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to ACS for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ACS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGE-MENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will promptly return to ACS or (at ACS' request) will destroy all copies of the Licensed Software, and will certify to ACS in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently

designate for its receipt of notices. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to ACS' General Counsel at 1733 Harrodsburg Road, Lexington, KY 40504, FAX number (859) 277-1500, or to such other place as ACS may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following shall not be considered "assignments" for purposes of this Agreement: ACS' assignment of this Agreement or of any ACS rights under this Agreement to ACS' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and ACS' assignment of this Agreement to any person or entity to which ACS transfers any of its rights in the Licensed Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the U.S. state or U.S. territory in which the Delivery Address is physically situated, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the

Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. ACS' LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO ACS (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY ACS) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

ACS

LICENSEE

By: _____

By: _____

(Printed Name and Title of Signatory)

(Printed Name and Title of Signatory)



EXHIBIT 1
(Page 1 of 2)

Licensee:

Delivery Address:

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which ACS supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that ACS can confirm that it is a configuration on which ACS supports use of the Licensed Software. ACS will then advise Licensee whether ACS supports or does not support use of the Licensed Software on the proposed configuration. If ACS does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until ACS does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain ACS-supported versions of certain Oracle Corporation database software products and certain software/hardware peripherals. By this notice, ACS is advising Licensee that Licensee should consult with its ACS Sales representative to obtain a written listing of such necessary Oracle Corporation database software products and software/hardware peripherals.

LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Software Suppl't	Fee
ACS Juror	No	None	Included
Total Component Systems Fee:			\$
Third Party Component System:			
Database Software - Application Specific Full Use (see Database Software Detail Table below) Operating System: ???	No	Oracle Software Supplement – Application Specific Full Use	Included
Total Third Party Component System License Fee:			\$
TOTAL LICENSE FEE:			\$



EXHIBIT 2
(Page 2 of 2)

Licensee: _____

Custom Modifications

The following costs were calculated by ACS based upon the modification descriptions defined in ACS' detailed pricing section. The parties acknowledge that as the scope of functionality requested by the licensee and/or the descriptions of modification change, the costs for the modifications may change. Changes in the scope will be agreed upon by the parties through the Change Order Process.

Custom Modification	Description	Price
Total Custom Modifications Cost		\$ 000,000

PAYMENT: For each Component System, Licensee will pay ACS the entire applicable license fee by not later than thirty (30) days after the Effective Date. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

DELIVERY: Unless otherwise indicated below, each of the Component Systems identified above shall be delivered within thirty (30) days following the Effective Date.

ACS will deliver each of the above-listed Component Systems within thirty (30) days after the date on which ACS first makes the Component System available in a general release version.

ACS

LICENSEE

By: _____

By: _____

(Printed Name of Signatory)

(Printed Name of Signatory)

Title: _____

Title: _____

AI-12867

15.F.1.

Release of Retainage and Certificate of Const. Completion La Haciendas Pct 2

CC REGULAR

Date: 01/06/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

A.Presentation for discussion, consideration, acceptance and approval of Application for Retainage Release in the amount of \$38,212.20 from TRCU, LTD contracted vendor for La Haciendas Subdivision submitted by R. Gutierrez Engineering Corporation.

C-CAP-07-023-08-07

B. Requesting approval of "Certificate of Construction Completion" submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of April 30, 2008 for Las Haciendas Subdivision with contractor TRCU, LTD. C-CAP-07-023-08-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8

ACCT. #: 8-1311-206-00-000-010-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 597795

Attachments

Link: Retainage Release Las Haciendas

Link: Certificate of Competion Las Haciendas

Form Routing/Status

Form Started By: Marcie Jackson

Started On: 12/16/2008 10:41 AM

Final Approval Date: 12/31/2008

AI-12867 12/23/08

APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: TRC Utilities (CONTRACTOR)
 Contract: C-CAP-07-023-08-07
 Project: Las Haciendas Subdivision
 OWNER's Contract No. C-CAP-07-023-08-07 ENGINEER's Project No. ENG05.012e
 For Work accomplished through the date of: 31-Mar-2008

1. Original Contract Price:	\$ 382,121.90	u
2. Net change by Change Orders and Written Agreements (+ or -):	\$ -	
3. Current Contract Price (1 plus 2):	\$ 382,121.90	?
4. Total completed and stored to date:	\$ 382,121.90	
5. Retainage (per Agreement):		
0% of completed Work:	\$ -	
10% of stored material:	\$ -	
Total Retainage:	\$ -	
6. Total completed and stored to date less retainage (4 minus 5):	\$ 382,121.90	
7. Less previous Application for Payments:	\$ (343,909.71)	
8. Balance to Finish:	\$ -	
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 38,212.19	

Accompanying Documentation:

8.1311.206.00.000.010.0.000

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE 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 30-Sep-08

TRC Utilities

CONTRACTOR

By: [Signature]State of TexasCounty of HidalgoSubscribed and sworn to before me this 16th day of October 2008

Notary Public

My Commission expires: May 23, 2012

INVOICE RECEIVED BY:

[Signature] ON 10/21/08

GOODS/SERVICES RECEIVED BY:

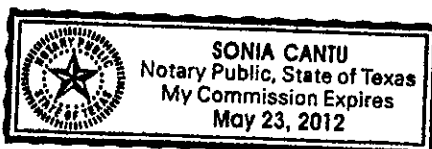
[Signature] ON 10/21/08

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 30-Sep-08

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: [Signature] P.E. 10/9/08



TRC UTILITIES

HOUSTON • RIO GRANDE VALLEY • SAN ANTONIO

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

FULL and FINAL

By agreement with **TRCU, LTD**, and the subcontractors/supplier below paid to furnish all materials and/or perform all the work related to the work described in said subcontract or supplies and materials invoiced for the construction of the **Las Haciendas Subdivision Street & Drainage Improvement** upon property belonging to **Hidalgo County**. In consideration of the payment below, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work. Furthermore, the subcontractor/supplier hereby releases, relinquishes, and forever discharges the released parties, as well as their predecessors, successors, assigns, agents affiliates, subsidiaries, parents, officers, directors, employees and representatives (included in the term released parties) of and from any and all claims, demands, actions and causes of action of any and every character, which subcontractor/supplier may have against the released parties, arising out of or with respect to the Project as of the date of this invoice/draw amount. This payment represents the final amount due for all work performed as of the date of this invoice/draw amount including any extra work performed outside the scope of work by subcontractor /supplier and its affiliates or due to suppliers and vendors for the materials supplied for the work performed by subcontractor. To my knowledge or information, the release includes all the materials for which a lien could be filed, to the extent described. Subcontractor certifies with this signature that he has read and agrees to the terms and conditions of this release of lien.

The undersigned acknowledges having received **\$2,360.00** from **TRCU, Ltd.** as full and final payment for all work performed by the undersigned regarding the **Las Haciendas Subdivision Street & Drainage Improvement** and for the value received hereby waives all rights which may have been acquired by the undersigned to file mechanics' liens against said premises for labor, skill or material furnished to said premises prior to the date hereof.

Subcontractor/Supplier: **DOS Logistics, Inc.**

Arnold Al Treviño
Signature

Project Manager
Title

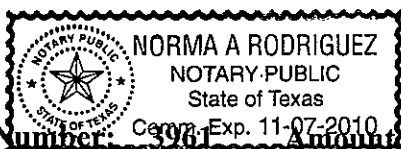
ARNOLD AL TREVIÑO
Printed Name

The State of Texas, County of Hidalgo

Before me, the undersigned authority, on this day personally appeared Arnold Al Treviño known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given my hand and seal of office this 5th day of September, 2008

My Commission Expires: 11/07/2010



Notary Public in and for Texas
Notary Signature Norma A. Rodriguez

Check Number: 3961 Amount: 2,360.00 Draw Number: B&G Invoice 6016

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

FINAL RELEASE – SUBCONTRACTOR/SUPPLIER

That, the undersigned, S&S Enterprise (hereinafter called "Claimant"), for and in consideration of the payment of Eleven Thousand Six Hundred Sixty and 77 Dollars (\$ 11,660.77), the receipt and sufficiency of which are hereby acknowledged, does hereby fully, finally, and completely release, discharge and exonerate Dos Logistics, Inc. (hereinafter called "Contractor"), and TRC Utilities (hereinafter called "Owner") and the property described as La Hacienda, and all improvements thereon, of and from any and all claims, liabilities, demands, liens, rights to claim liens, rights, equities and / or causes of action of any kind whatsoever which Claimant has, had or may be entitled to assert, whether known or unknown, liquidated, contingent, or otherwise, on account of materials supplied, labor furnished, and / or equipment sold or rented to Contractor, for the construction of La Hacienda hereinafter called the "Project."

Claimant warrants and represents to Contractor, , and Owner that all subcontractors, suppliers, laborers and / or lessors of construction equipment that have supplied labor, materials and / or equipment to Claimant in connection with the Project have been paid in full. The undersigned further agrees to indemnify, defend, and hold Contractor, and Owner harmless of and from any and all claims, liabilities, demands, liens, claims, damages or costs, including attorneys' fee and expenses which Contractors, and Owner may incur by virtue of Claimant's failure to pay any of its subcontractors, suppliers, laborers, or lessors of construction equipment, or the failure by any of those subcontractors, suppliers, laborers, or lessors of construction equipment to pay any of their subcontractors, suppliers, laborers of construction equipment in connection with the Project.

Claimant hereby agrees that all guarantees and warranties required under the terms of any contract or purchase order pertaining to the work, labor, materials or equipment furnished by Claimant to the Project are and shall remain in full force and effect in accordance with their terms and may be enforced directly by Contractor, Contractor's, Owner, and their successors and assigns. Claimant further warrants and represents to Contractor, Owner, and their successors and assigns that Claimant has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.

This agreement is binding on Claimant, its representatives, sureties, insurers, heirs, successors and assigns.

EXECUTED THIS 6th DAY OF June, 2008

S&S Enterprise

Signature: Larry Smith

Printed Name: LARRY SMITH

Title: Owner

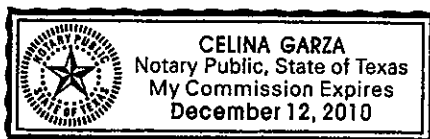
Taxpayer ID No. _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Larry Smith, the Owner (title) of S&S Enterprise, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 6th day of June, 2008.



Celina Garza
Notary Public in and for the STATE of TEXAS

My commission Expires: 12/12/2010

Type or Printed Name Celina Garza

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

FINAL RELEASE – SUBCONTRACTOR/SUPPLIER

That, the undersigned, B&K Trucking (hereinafter called "Claimant"), for and in consideration of the payment of Three Thousand One Hundred Fifty Dollars (\$ 3,150.00), the receipt and sufficiency of which are hereby acknowledged, does hereby fully, finally, and completely release, discharge and exonerate Dos Logistics, Inc. (hereinafter called "Contractor"), and TRC Utilities (hereinafter called "Owner") and the property described as La Hacienda, and all improvements thereon, of and from any and all claims, liabilities, demands, liens, rights to claim liens, rights, equities and / or causes of action of any kind whatsoever which Claimant has, had or may be entitled to assert, whether known or unknown, liquidated, contingent, or otherwise, on account of materials supplied, labor furnished, and / or equipment sold or rented to Contractor, for the construction of La Hacienda hereinafter called the "Project."

Claimant warrants and represents to Contractor, , and Owner that all subcontractors, suppliers, laborers and / or lessors of construction equipment that have supplied labor, materials and / or equipment to Claimant in connection with the Project have been paid in full. The undersigned further agrees to indemnify, defend, and hold Contractor, and Owner harmless of and from any and all claims, liabilities, demands, liens, claims, damages or costs, including attorneys' fee and expenses which Contractors, and Owner may incur by virtue of Claimant's failure to pay any of its subcontractors, suppliers, laborers, or lessors of construction equipment, or the failure by any of those subcontractors, suppliers, laborers, or lessors of construction equipment to pay any of their subcontractors, suppliers, laborers of construction equipment in connection with the Project.

Claimant hereby agrees that all guarantees and warranties required under the terms of any contract or purchase order pertaining to the work, labor, materials or equipment furnished by Claimant to the Project are and shall remain in full force and effect in accordance with their terms and may be enforced directly by Contractor, Contractor's, Owner, and their successors and assigns. Claimant further warrants and represents to Contractor, ,Owner, and their successors and assigns that Claimant has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.

This agreement is binding on Claimant, its representatives, sureties, insurers, heirs, successors and assigns.

EXECUTED THIS 23rd DAY OF May, 2008

B&K Trucking

Signature: [Signature]

Printed Name: JAVIER GARZA

Title: General Manager

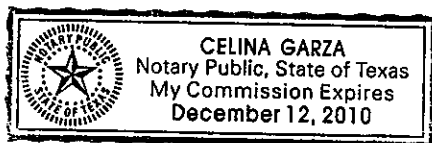
Taxpayer ID No. 74-2513666

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Javier Garza, the General Manager (title) of B&K Trucking, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 23rd day of May, 2008.



[Signature]
Notary Public in and for the STATE of TEXAS

My commission Expires: 12/12/2010

Type or Printed Name Celina Garza

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

FINAL RELEASE – SUBCONTRACTOR/SUPPLIER

That, the undersigned, Alvarez Construction (hereinafter called "Claimant"), for and in consideration of the payment of Twenty Nine Thousand One Hundred Seven Dollars (\$ 29,107.00), the receipt and sufficiency of which are hereby acknowledged, does hereby fully, finally, and completely release, discharge and exonerate Dos Logistics, Inc. (hereinafter called "Contractor"), and TRC Utilities (hereinafter called "Owner") and the property described as La Hacienda, and all improvements thereon, of and from any and all claims, liabilities, demands, liens, rights to claim liens, rights, equities and / or causes of action of any kind whatsoever which Claimant has, had or may be entitled to assert, whether known or unknown, liquidated, contingent, or otherwise, on account of materials supplied, labor furnished, and / or equipment sold or rented to Contractor, for the construction of La Hacienda hereinafter called the "Project."

Claimant warrants and represents to Contractor, and Owner that all subcontractors, suppliers, laborers and / or lessors of construction equipment that have supplied labor, materials and / or equipment to Claimant in connection with the Project have been paid in full. The undersigned further agrees to indemnify, defend, and hold Contractor, and Owner harmless of and from any and all claims, liabilities, demands, liens, claims, damages or costs, including attorneys' fee and expenses which Contractors, and Owner may incur by virtue of Claimant's failure to pay any of its subcontractors, suppliers, laborers, or lessors of construction equipment, or the failure by any of those subcontractors, suppliers, laborers, or lessors of construction equipment to pay any of their subcontractors, suppliers, laborers of construction equipment in connection with the Project.

Claimant hereby agrees that all guarantees and warranties required under the terms of any contract or purchase order pertaining to the work, labor, materials or equipment furnished by Claimant to the Project are and shall remain in full force and effect in accordance with their terms and may be enforced directly by Contractor, Contractor's, Owner, and their successors and assigns. Claimant further warrants and represents to Contractor, Owner, and their successors and assigns that Claimant has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.

This agreement is binding on Claimant, its representatives, sureties, insurers, heirs, successors and assigns.

EXECUTED THIS 20th DAY OF May, 2008

Alvarez Construction

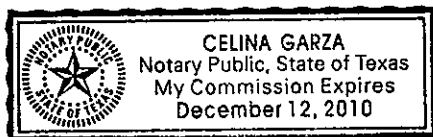
Signature: Norma A. Vera
Printed Name: Norma A. Vera
Title: Secretary
Taxpayer ID No. 74-2681533

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Norma A. Vera, the Administrative Assistant (title) of Alvarez Construction, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 20th day of May, 2008.



Celina Garza
Notary Public in and for the STATE of TEXAS
My commission Expires: 12/12/2010
Type or Printed Name Celina Garza

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

FINAL RELEASE – SUBCONTRACTOR/SUPPLIER

That, the undersigned, G&K Hauling (hereinafter called "Claimant"), for and in consideration of the payment of Two Thousand Eight Hundred Eighty-Eight and 14 Dollars (\$ 2,888.14), the receipt and sufficiency of which are hereby acknowledged, does hereby fully, finally, and completely release, discharge and exonerate Dos Logistics, Inc. (hereinafter called "Contractor"), and TRC Utilities (hereinafter called "Owner") and the property described as La Hacienda, and all improvements thereon, of and from any and all claims, liabilities, demands, liens, rights to claim liens, rights, equities and / or causes of action of any kind whatsoever which Claimant has, had or may be entitled to assert, whether known or unknown, liquidated, contingent, or otherwise, on account of materials supplied, labor furnished, and / or equipment sold or rented to Contractor, for the construction of La Hacienda hereinafter called the "Project."

Claimant warrants and represents to Contractor, , and Owner that all subcontractors, suppliers, laborers and / or lessors of construction equipment that have supplied labor, materials and / or equipment to Claimant in connection with the Project have been paid in full. The undersigned further agrees to indemnify, defend, and hold Contractor, and Owner harmless of and from any and all claims, liabilities, demands, liens, claims, damages or costs, including attorneys' fee and expenses which Contractors, and Owner may incur by virtue of Claimant's failure to pay any of its subcontractors, suppliers, laborers, or lessors of construction equipment, or the failure by any of those subcontractors, suppliers, laborers, or lessors of construction equipment to pay any of their subcontractors, suppliers, laborers of construction equipment in connection with the Project.

Claimant hereby agrees that all guarantees and warranties required under the terms of any contract or purchase order pertaining to the work, labor, materials or equipment furnished by Claimant to the Project are and shall remain in full force and effect in accordance with their terms and may be enforced directly by Contractor, Contractor's, Owner, and their successors and assigns. Claimant further warrants and represents to Contractor, ,Owner, and their successors and assigns that Claimant has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.

This agreement is binding on Claimant, its representatives, sureties, insurers, heirs, successors and assigns.

EXECUTED THIS 2 DAY OF May, 2008

G&K Hauling

Signature: Gilbert Zamora

Printed Name: GILBERT ZAMORA

Title: Owner

Taxpayer ID No. 458-852047

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Gilbert Zamora, the Owner (title) of G&K Hauling, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 2nd day of May, 2008.



Notary Public in and for the STATE of TEXAS

My commission Expires: 12/12/2010

Type or Printed Name Celina Garza

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

FINAL RELEASE – SUBCONTRACTOR/SUPPLIER

That, the undersigned, Botello's Motor Grader (hereinafter called "Claimant"), for and in consideration of the payment of Eight Thousand Nine Hundred Dollars (\$ 8,900.00), the receipt and sufficiency of which are hereby acknowledged, does hereby fully, finally, and completely release, discharge and exonerate Dos Logistics, Inc. (hereinafter called "Contractor"), and TRC Utilities (hereinafter called "Owner") and the property described as La Hacienda, and all improvements thereon, of and from any and all claims, liabilities, demands, liens, rights to claim liens, rights, equities and / or causes of action of any kind whatsoever which Claimant has, had or may be entitled to assert, whether known or unknown, liquidated, contingent, or otherwise, on account of materials supplied, labor furnished, and / or equipment sold or rented to Contractor, for the construction of La Hacienda hereinafter called the "Project."

Claimant warrants and represents to Contractor, , and Owner that all subcontractors, suppliers, laborers and / or lessors of construction equipment that have supplied labor, materials and / or equipment to Claimant in connection with the Project have been paid in full. The undersigned further agrees to indemnify, defend, and hold Contractor, and Owner harmless of and from any and all claims, liabilities, demands, liens, claims, damages or costs, including attorneys' fee and expenses which Contractors, and Owner may incur by virtue of Claimant's failure to pay any of its subcontractors, suppliers, laborers, or lessors of construction equipment, or the failure by any of those subcontractors, suppliers, laborers, or lessors of construction equipment to pay any of their subcontractors, suppliers, laborers of construction equipment in connection with the Project.

Claimant hereby agrees that all guarantees and warranties required under the terms of any contract or purchase order pertaining to the work, labor, materials or equipment furnished by Claimant to the Project are and shall remain in full force and effect in accordance with their terms and may be enforced directly by Contractor, Contractor's, Owner, and their successors and assigns. Claimant further warrants and represents to Contractor, , Owner, and their successors and assigns that Claimant has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.

This agreement is binding on Claimant, its representatives, sureties, insurers, heirs, successors and assigns.

EXECUTED THIS 9th DAY OF APRIL, 2008

Botello's Motor Grader

Signature: Guadalupe Botello

Printed Name: GUADALUPE Botello

Title: Owner

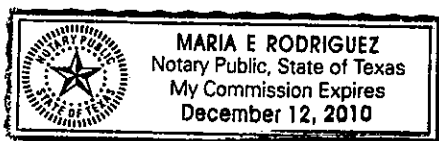
Taxpayer ID No. 454-78-7062

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Guadalupe Botello, the OWNER (title) of Botello's Motor Grader, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 9th day of APRIL, 2008.



Maria E Rodriguez
Notary Public in and for the STATE of TEXAS

My commission Expires: 12-12-2010

Type or Printed Name MARIA E Rodriguez

FRONTERA*Materials, Inc.*

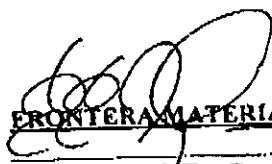
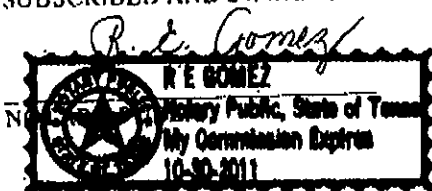
P.O. BOX 1917

WESLACO, TEXAS 78599-1917

(956) 968-0349

Waiver, Release and DischargeCertificate and Affidavit made this 5th day of August 2008By Frontera Materials, Inc. ("Releasor"), a subcontractor/supplier to Dos Logistics ("Contractor") relating to a relationship and / or Contract for the performing and / or furnishing of work, labor, services, materials and / or equipment in connection with a Prime Contract and Project known as Las Haciendas Subdivision, Pharr TexasFor and in consideration of One hundred fifty thousand eight hundred eighty three dollars and eighty-three cents Dollars (\$ 150,883.83).

And other good valuable consideration, which sum is acknowledged as being the final and total amount due or alleged due or owing from the Contractor, its sureties and all other guarantors. On any performance, payment, labor, and / or material bond or other undertaking, (hereinafter collectively referred to as a "Releasee") the receipt of which, by Releasor from Releasee, and payment thereof, is hereby acknowledged; the Releasor for and on behalf of itself and all parties claiming any discharge the Releasee from all caused of action, suits, debts, accounts, bonds, contracts, promises, damages, liens, encumbrances, judgments, claims and demands whatsoever, in law or equity, which against the Releasee, jointly or separately, the Architect / Engineer and the Owner of the Project, Releasor ever had, now has, or might hereinafter have, relating directly or indirectly to the aforesaid relationship, Contract, Prime Contract and / or Project. The Releasor hereby agrees to indemnify and hold the Releasee harmless from any and all damage, costs, expenses, demands, suits, liens, and legal fees, directly of or indirectly relating to any claim for compensation by any other party for work, labor, services, materials, and / or equipment which directly or indirectly relates to that which was performed or should have been performed by the Releasor, and from against any claim relating to any work, labor, services, materials and / or equipment allegedly performed by the Releasor. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and / or equipment provided to it in connection with the Contract, Prime Contract and / or Project. The Releasor hereby grants to the Contractor the right to review and audit any and all books and records of the Releasor at any time for verification.


FRONTERA MATERIALS, INCBY: (Print) E.E. Forehage III
Date 7/30/08 Title PresidentSTATE OF TEXAS
COUNTY OF HIDALGOSUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF August 200810-30-2011
MY COMMISSION EXPIRES:

Contractor Name: TRC Utilities
Starting Date: 29-Nov-2007
Project Ending Date: 27-Mar-2008
Retainage Percent: 10%

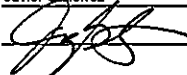
Application: RETAINAGE
Application Date: 30-Sep-2008
Period To: 31-Mar-2008
Engineer Firm: R. Gutierrez Eng. Corp.

Summary																	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-07-023-08-07	Las Haciendas Subdivision	\$ 382,121.90	\$ 382,121.90	\$ 382,121.90	\$ 95,104.25	\$ 9,510.43	\$ 85,593.83	\$ 117,570.00	\$ 11,757.00	\$ 105,813.00	\$ 112,952.25	\$ 11,295.23	\$ 101,657.03	\$ 56,495.40	\$ 5,649.54	\$ 50,845.86	\$ 382,121.90	\$ 38,212.19	\$ 343,909.71	\$ 343,909.71	\$ 0.00
	TOTALS:	\$ 382,121.90	\$ 382,121.90	\$ 382,121.90	\$ 95,104.25	\$ 9,510.43	\$ 85,593.83	\$ 117,570.00	\$ 11,757.00	\$ 105,813.00	\$ 112,952.25	\$ 11,295.23	\$ 101,657.03	\$ 56,495.40	\$ 5,649.54	\$ 50,845.86	\$ 382,121.90	\$ 38,212.19	\$ 343,909.71	\$ 343,909.71	\$ 0.00

Contractor Name: TRC Utilities
Starting Date: 29-Nov-2007
Project Ending Date: 27-Mar-2008
Engineer's / County Project Desc: Las Haciendas Subdivision

Application: RETAINAGE
Application Date: 30-Sep-2008
Period To: 31-Mar-2008
Engineer's / County Project No.: ENG05.012e

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Application #2			Application #3			Application #4			Balance To Finish			
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars	
(905) ROADWAY																												
1	104	Removing Concrete (Sidewalk)	SY	\$ 4.00	60.00	\$ 240.00	\$ 4.00	60.00	\$ 240.00	\$ 4.00	60.00	\$ 240.00	12.00	12.00	\$ 48.00	30.00	42.00	\$ 120.00	8.00	50.00	\$ 32.00	10.00	60.00	\$ 40.00	\$ 240.00	0.000	\$ -	
2	104	Removing Concrete (Curb and Gutter)	LF	\$ 5.00	10,494.00	\$ 52,470.00	\$ 5.00	10,494.00	\$ 52,470.00	\$ 5.00	10,494.00	\$ 52,470.00	2,851.00	2,851.00	\$ 14,255.00	5,443.00	8,294.00	\$ 27,215.00	1,123.00	9,417.00	\$ 5,615.00	1,077.00	10,494.00	\$ 5,385.00	\$ 52,470.00	0.000	\$ -	
3	104	Removing Concrete (Valley Gutter)	LF	\$ 6.00	411.00	\$ 2,466.00	\$ 6.00	411.00	\$ 2,466.00	\$ 6.00	411.00	\$ 2,466.00	141.00	141.00	\$ 846.00	100.00	241.00	\$ 600.00	90.00	331.00	\$ 540.00	80.00	411.00	\$ 480.00	\$ 2,466.00	0.000	\$ -	
4	164	Cell Fiber Seeding (Temp)(Warm)	SY	\$ 1.50	889.00	\$ 1,333.50	\$ 1.50	889.00	\$ 1,333.50	\$ 1.50	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
5	164	Cell Fiber Seeding (Temp)(Cool)	SY	\$ 1.75	889.00	\$ 1,555.75	\$ 1.75	889.00	\$ 1,555.75	\$ 1.75	200.00	\$ 350.00	-	-	\$ -	-	-	\$ -	-	-	\$ -	200.00	200.00	\$ 350.00	\$ 350.00	0.000	\$ -	
6	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	\$ 2.25	1,778.00	\$ 4,000.50	\$ 2.25	1,778.00	\$ 4,000.50	\$ 2.25	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
7	251	Rework Base Material (6")	CY	\$ 2.50	3,129.00	\$ 7,822.50	\$ 2.50	3,129.00	\$ 7,822.50	\$ 2.50	3,129.00	\$ 7,822.50	1,101.00	1,101.00	\$ 2,752.50	500.00	1,601.00	\$ 1,250.00	703.00	2,304.00	\$ 1,757.50	825.00	3,129.00	\$ 2,062.50	\$ 7,822.50	0.000	\$ -	
8	310	Prime Coat (MC-30)	GAL	\$ 3.00	3,478.00	\$ 10,434.00	\$ 3.00	3,478.00	\$ 10,434.00	\$ 3.00	3,478.00	\$ 10,434.00	-	-	\$ -	1,400.00	1,400.00	\$ 4,200.00	1,300.00	2,700.00	\$ 3,900.00	778.00	3,478.00	\$ 2,334.00	\$ 10,434.00	0.000	\$ -	
9	340	Asph. Conc. Pav. TY "D"	TON	\$ 60.00	1,983.00	\$ 118,980.00	\$ 60.00	1,983.00	\$ 118,980.00	\$ 60.00	1,983.00	\$ 118,980.00	-	-	\$ -	750.00	750.00	\$ 45,000.00	1,014.00	1,764.00	\$ 60,840.00	219.00	1,983.00	\$ 13,140.00	\$ 118,980.00	0.000	\$ -	
10	502	Barricades, Signs & Traffic Handling	MO	\$ 1,500.00	2.50	\$ 3,750.00	\$ 1,500.00	2.50	\$ 3,750.00	\$ 1,500.00	2.50	\$ 3,750.00	1.00	1.00	\$ 1,500.00	1.00	2.00	\$ 1,500.00	-	2.00	\$ -	0.50	2.50	\$ 750.00	\$ 3,750.00	0.000	\$ -	
11	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	\$ 7.25	10,494.00	\$ 76,081.50	\$ 7.25	10,494.00	\$ 76,081.50	\$ 7.25	10,494.00	\$ 76,081.50	2,851.00	2,851.00	\$ 20,669.75	3,800.00	6,651.00	\$ 27,550.00	2,308.00	8,959.00	\$ 16,733.00	1,535.00	10,494.00	\$ 11,128.75	\$ 76,081.50	0.000	\$ -	
12	529	Concrete Valley Gutter (6 Ft)	LF	\$ 18.00	362.00	\$ 6,516.00	\$ 18.00	362.00	\$ 6,516.00	\$ 18.00	362.00	\$ 6,516.00	141.00	141.00	\$ 2,538.00	100.00	241.00	\$ 1,800.00	41.00	282.00	\$ 738.00	80.00	362.00	\$ 1,440.00	\$ 6,516.00	0.000	\$ -	
13	530	Driveways (Ty PRB-1)(FLEXBASE)(4")	CY	\$ 8.00	34.08	\$ 272.64	\$ 8.00	34.08	\$ 272.64	\$ 8.00	34.08	\$ 272.64	-	-	\$ -	-	-	\$ -	34.00	34.00	\$ 272.00	0.08	34.08	\$ 0.64	\$ 272.64	0.000	\$ -	
14	530	Driveways (Ty PRB-1)(MC-30)	GAL	\$ 3.00	61.40	\$ 184.20	\$ 3.00	61.40	\$ 184.20	\$ 3.00	61.40	\$ 184.20	-	-	\$ -	-	-	\$ -	-	-	\$ -	61.40	61.40	\$ 184.20	\$ 184.20	0.000	\$ -	
15	530	Driveways (Ty PRB-1)(ACP)(1")	TON	\$ 6.25	17.49	\$ 109.31	\$ 6.25	17.49	\$ 109.31	\$ 6.25	17.49	\$ 109.31	-	-	\$ -	-	-	\$ -	-	-	\$ -	17.49	17.49	\$ 109.31	\$ 109.31	0.000	\$ -	
16	530	Driveways (CONCRETE)	SY	\$ 49.50	418.00	\$ 20,691.00	\$ 49.50	418.00	\$ 20,691.00	\$ 49.50	418.00	\$ 20,691.00	100.00	100.00	\$ 4,950.00	100.00	200.00	\$ 4,950.00	100.00	200.00	\$ 4,950.00	218.00	418.00	\$ 10,791.00	\$ 20,691.00	0.000	\$ -	
17	531	Concrete Sidewalks	SY	\$ 30.00	60.00	\$ 1,800.00	\$ 30.00	60.00	\$ 1,800.00	\$ 30.00	60.00	\$ 1,800.00	12.00	12.00	\$ 360.00	12.00	24.00	\$ 360.00	16.00	40.00	\$ 480.00	20.00	60.00	\$ 600.00	\$ 1,800.00	0.000	\$ -	
18	644	Small Rdsd Sgn Assm (Ty A)	EA	\$ 75.00	10.00	\$ 750.00	\$ 75.00	10.00	\$ 750.00	\$ 75.00	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
19	SS2001	Roadbond EN1 (Liquid)	GAL	\$ 5.00	97.00	\$ 485.00	\$ 5.00	97.00	\$ 485.00	\$ 5.00	97.00	\$ 485.00	-	-	\$ -	-	-	\$ -	71.00	71.00	\$ 355.00	26.00	97.00	\$ 130.00	\$ 485.00	0.000	\$ -	
20	SS2001	Roadbond EN1 Treat Exist Base (Density Control)	SY	\$ 1.25	18,772.00	\$ 23,465.00	\$ 1.25	18,772.00	\$ 23,465.00	\$ 1.25	18,772.00	\$ 23,465.00	-	-	\$ -	6,300.00	6,300.00	\$ 7,875.00	7,560.00	13,860.00	\$ 9,450.00	4,912.00	18,772.00	\$ 6,140.00	\$ 23,465.00	0.000	\$ -	
31	530	FLEXBASE 6" (Caliche)	TON	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 7,289.75	1,000.00	\$ 7,289.75	-	-	\$ -	-	-	\$ -	1,000.00	1,000.00	\$ 7,289.75	-	1,000.00	\$ -	\$ 7,289.75	0.000	\$ -	
0	0	0	0	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
(906) DRAINAGE						\$ 333,406.90			\$ 333,406.90			\$ 333,406.90			\$ 47,919.25			\$ 117,470.00			\$ 112,952.25			\$ 55,065.40	\$ 333,406.90		\$ -	
(906) DRAINAGE																												
21	402	Trench Excavation Protection	LF	\$ 5.00	445.00	\$ 2,225.00	\$ 5.00	445.00	\$ 2,225.00	\$ 5.00	445.00	\$ 2,225.00	445.00	445.00	\$ 2,225.00	-	445.00	\$ -	-	445.00	\$ -	-	445.00	\$ -	\$ 2,225.00	0.000	\$ -	
22	464	RCP (CL III)(18")	LF	\$ 28.00	310.00	\$ 8,680.00	\$ 28.00	310.00	\$ 8,680.00	\$ 28.00	310.00	\$ 8,680.00	310.00	310.00	\$ 8,680.00	-	310.00	\$ -	-	310.00	\$ -	-	310.00	\$ -	\$ 8,680.00	0.000	\$ -	
23	464	RCP (CL III)(30")	LF	\$ 60.00	445.00	\$ 26,700.00	\$ 60.00	53.00	\$ 3,180.00	\$ 60.00	53.00	\$ 3,180.00	53.00	53.00	\$ 3,180.00	-	53.00	\$ -	-	53.00	\$ -	-	53.00	\$ -	\$ 3,180.00	0.000	\$ -	
24	465	Inlet (Ty "A")	EA	\$ 1,750.00	1.00	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	1.00	1.00	\$ 1,750.00	-	1.00	\$ -	-	1.00	\$ -	-	1.00	\$ -	\$ 1,750.00	0.000	\$ -	
25	465	Inlet (Ty "A") (Top Only)	EA	\$ 450.00	10.00	\$ 4,500.00	\$ 450.00	10.00	\$ 4,500.00	\$ 450.00	10.00	\$ 4,500.00	7.00	7.00	\$ 3,150.00	-	7.00	\$ -	-	7.00	\$ -	-	3.00	10.00	\$ 1,350.00	\$ 4,500.00	0.000	\$ -
26	465	Manhole (Ty "A")	EA	\$ 2,250.00	2.00	\$ 4,500.00	\$ 2,250.00	0.00	\$ -	\$ 2,250.00	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
27	506	Temp Sediment Control Fence	LF	\$ 1.00	360.00	\$ 360.00	\$ 1.00	360.00	\$ 360.00	\$ 1.00	360.00	\$ 360.00	180.00	180.00	\$ 180.00	100.00	280.00	\$ 100.00	-	280.00	\$ -	-	80.00	360.00	\$ 80.00	\$ 360.00	0.000	\$ -
28	464	RCP (CL III)(24")	LF	\$ 55.00	0.00	\$ -	\$ 55.00	392.00	\$ 21,560.00	\$ 55.00	392.00	\$ 21,560.00	392.00	392.00	\$ 21,560.00	-	392.00	\$ -	-	392.00	\$ -	-	392.00	\$ -	\$ 21,560.00	0.000	\$ -	
29	465	INLET SPL (Ty "A")	EA	\$ 1,960.00	0.00	\$ -	\$ 1,960.00	1.00	\$ 1,960.00	\$ 1,960.00	1.00	\$ 1,960.00	1.00	1.00	\$ 1,960.00	-	1.00	\$ -	-	1.00	\$ -	-	1.00	\$ -	\$ 1,960.00	0.000	\$ -	
30	465	Manhole (Ty "M") Junction Box	EA	\$ 2,250.00	0.00	\$ -	\$ 2,250.00	2.00	\$ 4,500.00	\$ 2,250.00	2.00	\$ 4,500.00	2.00	2.00	\$ 4,500.00	-	2.00	\$ -	-	2.00	\$ -	-	2.00	\$ -	\$ 4,500.00	0.000	\$ -	
Total Drainage						\$ 48,715.00			\$ 48,715.00			\$ 48,715.00			\$ 47,185.00			\$ 100.00			\$ -			\$ 1,430.00	\$ 48,715.00		\$ -	
TOTAL BASE AMOUNTS:						\$ 382,121.90			\$ 382,121.90			\$ 382,121.90			\$ 95,104.25			\$ 117,570.00			\$ 112,952.25			\$ 56,495.40	\$ 382,121.90		\$ -	

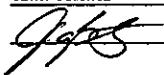
Printed Name: Javier Gutierrez
Signature: 
Date: 30-Sep-2008

Contractor Name:	TRC Utilities
Starting Date:	29-Nov-2007
Project Ending Date:	27-Mar-2008
Engineer's / County Project Desc:	Las Haciendas Subdivision

Application:	RETAINAGE
Application Date:	30-Sep-2008
Period To:	31-Mar-2008
Engineer's / County Project No.:	ENG05.012e

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Application #2			Application #3			Application #4					Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars	
(905) ROADWAY																												
1	104	Removing Concrete (Sidewalk)	SY	\$ 4.00	60.00	\$ 240.00	\$ 4.00	60.00	\$ 240.00	\$ 4.00	60.00	\$ 240.00	12.00	12.00	\$ 48.00	30.00	42.00	\$ 120.00	8.00	50.00	\$ 32.00	10.00	60.00	\$ 40.00	\$ 240.00	0.000	\$ -	
2	104	Removing Concrete (Curb and Gutter)	LF	\$ 5.00	10,494.00	\$ 52,470.00	\$ 5.00	10,494.00	\$ 52,470.00	\$ 5.00	10,494.00	\$ 52,470.00	2,851.00	2,851.00	\$ 14,255.00	5,443.00	8,294.00	\$ 27,215.00	1,123.00	9,417.00	\$ 5,615.00	1,077.00	10,494.00	\$ 5,385.00	\$ 52,470.00	0.000	\$ -	
3	104	Removing Concrete (Valley Gutter)	LF	\$ 6.00	411.00	\$ 2,466.00	\$ 6.00	411.00	\$ 2,466.00	\$ 6.00	411.00	\$ 2,466.00	141.00	141.00	\$ 846.00	100.00	241.00	\$ 600.00	90.00	331.00	\$ 540.00	80.00	411.00	\$ 480.00	\$ 2,466.00	0.000	\$ -	
4	164	Cell Fiber Seeding (Temp)(Warm)	SY	\$ 1.50	889.00	\$ 1,333.50	\$ 1.50	889.00	\$ 1,333.50	\$ 1.50	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
5	164	Cell Fiber Seeding (Temp)(Cool)	SY	\$ 1.75	889.00	\$ 1,555.75	\$ 1.75	889.00	\$ 1,555.75	\$ 1.75	200.00	\$ 350.00	-	-	\$ -	-	-	\$ -	-	-	\$ -	200.00	200.00	\$ 350.00	\$ 350.00	0.000	\$ -	
6	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	\$ 2.25	1,778.00	\$ 4,000.50	\$ 2.25	1,778.00	\$ 4,000.50	\$ 2.25	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
7	251	Rework Base Material (6")	CY	\$ 2.50	3,129.00	\$ 7,822.50	\$ 2.50	3,129.00	\$ 7,822.50	\$ 2.50	3,129.00	\$ 7,822.50	1,101.00	1,101.00	\$ 2,752.50	500.00	1,601.00	\$ 1,250.00	703.00	2,304.00	\$ 1,757.50	825.00	3,129.00	\$ 2,062.50	\$ 7,822.50	0.000	\$ -	
8	310	Prime Coat (MC-30)	GAL	\$ 3.00	3,478.00	\$ 10,434.00	\$ 3.00	3,478.00	\$ 10,434.00	\$ 3.00	3,478.00	\$ 10,434.00	-	-	\$ -	1,400.00	1,400.00	\$ 4,200.00	1,300.00	2,700.00	\$ 3,900.00	778.00	3,478.00	\$ 2,334.00	\$ 10,434.00	0.000	\$ -	
9	340	Asph. Conc. Pav. TY "D"	TON	\$ 60.00	1,983.00	\$ 118,980.00	\$ 60.00	1,983.00	\$ 118,980.00	\$ 60.00	1,983.00	\$ 118,980.00	-	-	\$ -	750.00	750.00	\$ 45,000.00	1,014.00	1,764.00	\$ 60,840.00	219.00	1,983.00	\$ 13,140.00	\$ 118,980.00	0.000	\$ -	
10	502	Barricades, Signs & Traffic Handling	MO	\$ 1,500.00	2.50	\$ 3,750.00	\$ 1,500.00	2.50	\$ 3,750.00	\$ 1,500.00	2.50	\$ 3,750.00	1.00	1.00	\$ 1,500.00	1.00	2.00	\$ 1,500.00	-	2.00	\$ -	0.50	2.50	\$ 750.00	\$ 3,750.00	0.000	\$ -	
11	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	\$ 7.25	10,494.00	\$ 76,081.50	\$ 7.25	10,494.00	\$ 76,081.50	\$ 7.25	10,494.00	\$ 76,081.50	2,851.00	2,851.00	\$ 20,669.75	3,800.00	6,651.00	\$ 27,550.00	2,308.00	8,959.00	\$ 16,733.00	1,535.00	10,494.00	\$ 11,128.75	\$ 76,081.50	0.000	\$ -	
12	529	Concrete Valley Gutter (6 Ft)	LF	\$ 18.00	362.00	\$ 6,516.00	\$ 18.00	362.00	\$ 6,516.00	\$ 18.00	362.00	\$ 6,516.00	141.00	141.00	\$ 2,538.00	100.00	241.00	\$ 1,800.00	41.00	282.00	\$ 738.00	80.00	362.00	\$ 1,440.00	\$ 6,516.00	0.000	\$ -	
13	530	Driveways (Ty PRB-1)(FLEXBASE)(4")	CY	\$ 8.00	34.08	\$ 272.64	\$ 8.00	34.08	\$ 272.64	\$ 8.00	34.08	\$ 272.64	-	-	\$ -	-	-	\$ -	34.00	34.00	\$ 272.00	0.08	34.08	\$ 0.64	\$ 272.64	0.000	\$ -	
14	530	Driveways (Ty PRB-1)(MC-30)	GAL	\$ 3.00	61.40	\$ 184.20	\$ 3.00	61.40	\$ 184.20	\$ 3.00	61.40	\$ 184.20	-	-	\$ -	-	-	\$ -	-	-	\$ -	61.40	61.40	\$ 184.20	\$ 184.20	0.000	\$ -	
15	530	Driveways (Ty PRB-1)(ACP)(1")	TON	\$ 6.25	17.49	\$ 109.31	\$ 6.25	17.49	\$ 109.31	\$ 6.25	17.49	\$ 109.31	-	-	\$ -	-	-	\$ -	-	-	\$ -	17.49	17.49	\$ 109.31	\$ 109.31	0.000	\$ -	
16	530	Driveways (CONCRETE)	SY	\$ 49.50	418.00	\$ 20,691.00	\$ 49.50	418.00	\$ 20,691.00	\$ 49.50	418.00	\$ 20,691.00	100.00	100.00	\$ 4,950.00	-	100.00	\$ -	100.00	200.00	\$ 4,950.00	218.00	418.00	\$ 10,791.00	\$ 20,691.00	0.000	\$ -	
17	531	Concrete Sidewalks	SY	\$ 30.00	60.00	\$ 1,800.00	\$ 30.00	60.00	\$ 1,800.00	\$ 30.00	60.00	\$ 1,800.00	12.00	12.00	\$ 360.00	12.00	24.00	\$ 360.00	16.00	40.00	\$ 480.00	20.00	60.00	\$ 600.00	\$ 1,800.00	0.000	\$ -	
18	644	Small Rdsd Sgn Assm (Ty A)	EA	\$ 75.00	10.00	\$ 750.00	\$ 75.00	10.00	\$ 750.00	\$ 75.00	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
19	SS2001	Roadbnd EN1 (Liquid)	GAL	\$ 5.00	97.00	\$ 485.00	\$ 5.00	97.00	\$ 485.00	\$ 5.00	97.00	\$ 485.00	-	-	\$ -	-	-	\$ -	71.00	71.00	\$ 355.00	26.00	97.00	\$ 130.00	\$ 485.00	0.000	\$ -	
20	SS2001	Roadbnd EN1 Treat Exist Base (Density Control)	SY	\$ 1.25	18,772.00	\$ 23,465.00	\$ 1.25	18,772.00	\$ 23,465.00	\$ 1.25	18,772.00	\$ 23,465.00	-	-	\$ -	6,300.00	6,300.00	\$ 7,875.00	7,560.00	13,860.00	\$ 9,450.00	4,912.00	18,772.00	\$ 6,140.00	\$ 23,465.00	0.000	\$ -	
31	530	FLEXBASE 6" (Caliche)	TON	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 7.28975	1,000.00	\$ 7,289.75	-	-	\$ -	-	-	\$ -	1,000.00	1,000.00	\$ 7,289.75	-	1,000.00	\$ -	\$ 7,289.75	0.000	\$ -	
0	0	0	0	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
(906) DRAINAGE						\$ 333,406.90			\$ 333,406.90			\$ 333,406.90			\$ 47,919.25			\$ 117,470.00			\$ 112,952.25			\$ 55,065.40	\$ 333,406.90		\$ -	
(906) DRAINAGE																												
21	402	Trench Excavation Protection	LF	\$ 5.00	445.00	\$ 2,225.00	\$ 5.00	445.00	\$ 2,225.00	\$ 5.00	445.00	\$ 2,225.00	445.00	445.00	\$ 2,225.00	-	445.00	\$ -	-	445.00	\$ -	-	445.00	\$ -	\$ 2,225.00	0.000	\$ -	
22	464	RCP (CL III)(18")	LF	\$ 28.00	310.00	\$ 8,680.00	\$ 28.00	310.00	\$ 8,680.00	\$ 28.00	310.00	\$ 8,680.00	310.00	310.00	\$ 8,680.00	-	310.00	\$ -	-	310.00	\$ -	-	310.00	\$ -	\$ 8,680.00	0.000	\$ -	
23	464	RCP (CL III)(30")	LF	\$ 60.00	445.00	\$ 26,700.00	\$ 60.00	53.00	\$ 3,180.00	\$ 60.00	53.00	\$ 3,180.00	53.00	53.00	\$ 3,180.00	-	53.00	\$ -	-	53.00	\$ -	-	53.00	\$ -	\$ 3,180.00	0.000	\$ -	
24	465	Inlet (Ty "A")	EA	\$ 1,750.00	1.00	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	1.00	1.00	\$ 1,750.00	-	1.00	\$ -	-	1.00	\$ -	-	1.00	\$ -	\$ 1,750.00	0.000	\$ -	
25	465	Inlet (Ty "A") (Top Only)	EA	\$ 450.00	10.00	\$ 4,500.00	\$ 450.00	10.00	\$ 4,500.00	\$ 450.00	10.00	\$ 4,500.00	7.00	7.00	\$ 3,150.00	-	7.00	\$ -	-	7.00	\$ -	-	3.00	10.00	\$ 1,350.00	\$ 4,500.00	0.000	\$ -
26	465	Manhole (Ty "A")	EA	\$ 2,250.00	2.00	\$ 4,500.00	\$ 2,250.00	0.00	\$ -	\$ 2,250.00	0.00	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	-	-	\$ -	\$ -	0.000	\$ -	
27	506	Temp Sediment Control Fence	LF	\$ 1.00	360.00	\$ 360.00	\$ 1.00	360.00	\$ 360.00	\$ 1.00	360.00	\$ 360.00	180.00	180.00	\$ 180.00	100.00	280.00	\$ 100.00	-	280.00	\$ -	-	80.00	360.00	\$ 80.00	\$ 360.00	0.000	\$ -
28	464	RCP (CL III)(24")	LF	\$ 55.00	0.00	\$ -	\$ 55.00	392.00	\$ 21,560.00	\$ 55.00	392.00	\$ 21,560.00	392.00	392.00	\$ 21,560.00	-	392.00	\$ -	-	392.00	\$ -	-	392.00	\$ -	\$ 21,560.00	0.000	\$ -	
29	465	INLET SPL (Ty "A")	EA	\$ 1,960.00	0.00	\$ -	\$ 1,960.00	1.00	\$ 1,960.00	\$ 1,960.00	1.00	\$ 1,960.00	1.00	1.00	\$ 1,960.00	-	1.00	\$ -	-	1.00	\$ -	-	1.00	\$ -	\$ 1,960.00	0.000	\$ -	
30	465	Manhole (Ty "M") Junction Box	EA	\$ 2,250.00	0.00	\$ -	\$ 2,250.00	2.00	\$ 4,500.00	\$ 2,250.00	2.00	\$ 4,500.00	2.00	2.00	\$ 4,500.00	-	2.00	\$ -	-	2.00	\$ -	-	2.00	\$ -	\$ 4,500.00	0.000	\$ -	
Total Drainage						\$ 48,715.00			\$ 48,715.00			\$ 48,715.00			\$ 47,185.00			\$ 100.00			\$ -			\$ 1,430.00	\$ 48,715.00		\$ -	
TOTAL BASE AMOUNTS:						\$ 382,121.90			\$ 382,121.90			\$ 382,121.90			\$ 95,104.25			\$ 117,570.00			\$ 112,952.25			\$ 56,495.40	\$ 382,121.90		\$ -	

Printed Name: Javier Gutierrez

Signature: 

Date: 30-Sep-2008

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 30 DAY OF April 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: August 7, 2007

OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: TRC UTILITIES..

OF THE CITY OF MISSION STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF LAS HACIENDAS SUBDIVISION

CONTRACT-NO.: CAP-07-023-08-07 located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
None
2. That the sum of 0 dollars and 00 /100 dollars (\$ 0.00), deducted from the final payment of the Contractor
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	\$382,121.90
	Present Amount of Contract	\$382,121.90
	Total Amount of earned to date	\$382,121.90
	Less: previous payments	\$343,909.71
	Balance	\$ 38,212.19
	Authorized deductions	\$ 0.000.00
	AMOUNT OF FINAL PAYMENT	\$ 38,212.19

6. That the final payment in the amount of \$ Thirty eight thousand two hundred twelve dollars and nineteen cents (\$ 38,212.19) is now due and payable.

San J. Mar P.E. 10/9/08
Engineer's Signature

CONCURRED BY:

CONCURRED BY:

T.R.C. Utilities
CONTRACTOR'S NAME

Hidalgo County

BY: M. C. Out

TITLE: Project Manager

AI-13036

15.G.1.

**Application for Payment No. 4 Chula Vista and Walton Pct. 3
CC REGULAR**

Date: 01/06/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Application for Payment No. 4 in the amount of \$2,104.56 from Asago, LLC dba Asago Construction contracted vendor for Chula Vista and Walton Subdivision submitted by project engineer Hinojosa Engineering, Inc. C-CAP-08-007-04-22

B. Presentation for consideration, discussion acceptance and approval of Change Order No. 2 (increase) with contractor Asago, LLC dba Asago Construction for Chula Vista and Walton Subdivision for material and work adjustments in the amount of \$1,675.00 as submitted through project engineer, Hinojosa Engineering, Inc. C-CAP-08-007-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8

ACCT. #: 8-1203-431-00-123-005-0-733/734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 605322

Attachments

Link: Application for Payment No. 4 Chula Vista and Walton Subdivision

Link: Change Order No. 2 Chula Vista and Walton Subdivision

Form Routing/Status

Form Started By: Marcie
Jackson

Started On: 12/23/2008 10:07
AM

Final Approval Date: 12/31/2008

APPLICATION FOR PAYMENT NO. 4

To: Hidalgo County (OWNER)
 From: Asago Construction (CONTRACTOR)
 Contract: CAP-08-007-03-26 LRM
 Project: Road and Drainage Construction of Chula Vista and Walton Subdivision
 OWNER's Contract No. CAP-08-007-03-06 ENGINEER's Project No. 06-192 and 06-204
 For Work accomplished through the date of: 11/26/2008

1. Original Contract Price:	\$	175,471.85
2. Net change by Change Orders and Written Agreements (+ or -):	\$	10,155.00
3. Current Contract Price (1 plus 2):	\$	185,626.85
4. Total completed and stored to date:	\$	185,626.85
5. Retainage (per Agreement):		
10% of completed Work:	\$	18,562.69
0% of stored material:	\$	-
Total Retainage:	\$	18,562.69
6. Total completed and stored to date less retainage (4 minus 5):	\$	167,064.17
7. Less previous Application for Payments:	\$	164,959.61
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	2,104.56

P.D. 605322

Accompanying Documentation:

CONTRACTOR'S Certification:

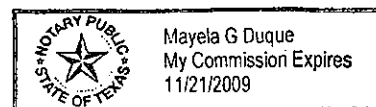
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 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 12/15/08 Asago, LLC dba Asago Construction
 CONTRACTOR

By: [Signature]

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 16
 day of December 2008

Mayela G Duque
 Notary Public
 My Commission expires: November 21, 2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12-16-08 HINOJOSA ENGINEERING INC.
 ENGINEER

By: [Signature]

8-1311-431-00-123-837-0-733	
8-1311-431-00-123-837-0-734	
8-1311-431-00-123-152-1-733	\$1,675.00 <-167.50> = \$1,507.50
8-1311-431-00-123-152-1-734	0.00
8-1203-431-00-123-005-0-733	0.00
8-1203-431-00-123-005-0-734	\$663.40 <-66.34> = \$597.06

Engineer: Hinojosa Engineering, Inc.
 Contractor: Asago Construction
 Retainage Percent: 10%
 Starting Date:

Summary												
Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1	Application No.2	Application No.3	Application No.4	Total to Date	Balance to Finish	Retainage	Net	Payments to Date
AP 08-007-03-26 LP	Chula Vista and Walton Subdivision	\$175,471.85	\$185,626.85	\$74,760.85	\$52,573.50	\$55,954.10	\$2,338.40	\$185,626.85	\$0.00	\$18,562.69	\$167,064.17	\$164,959.61
	TOTALS:							\$185,626.85	\$0.00	\$18,562.69	\$167,064.17	\$164,959.61

Payment Due
\$2,104.56
\$2,104.56

Estimate Quantity Update Worksheet

WALTON SUBDIVISION																	
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1			RFP 2			RFP 3			RFP 4		
						Monthly Quantity	Quantity to Date	Item Cost (Monthly)	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	12.36	STA	\$ 750.00	\$9,270.00	12.36	12.36	\$9,270.00	0	12.36	\$0.00	0	12.36	0	12.36	\$0.00	
134	Backfill	12.36	STA	\$ 750.00	\$9,270.00	12.36	12.36	\$9,270.00	0	12.36	\$0.00	0	12.36	0	12.36	\$0.00	
247	Flex Base (8")	854.45	CY	\$ 5.00	\$4,272.25	854.45	854.45	\$4,272.25	0	854.45	\$0.00	0	854.45	0	854.45	\$0.00	
251	Reworking Base Material (DC) (TY D C12)	854.44	CY	\$ 5.00	\$4,272.20	854.44	854.44	\$4,272.20	0	854.44	\$0.00	0	854.44	0	854.44	\$0.00	
310	Prime Coat (MC-30)	663.4	GAL	\$ 3,980.40	\$3,980.40	663.4	663.4	\$3,980.40	0	663.4	\$0.00	0	663.4	0	663.4	\$0.00	
340	Asphalt Concrete Pavement Type "D"	3,317.00	SY	\$ 10.00	\$33,170.00	3317	3317	\$33,170.00	0	3317	\$0.00	-68.34	3250.66	0	3317	\$663.40	
502	Barriercases, Signs & Traffic Handling	1.50	MO	\$ 1,500.00	\$1,500.00	1	1	\$1,000.00	0	0.5	\$500.00	0	1.5	0	1.5	\$0.00	
506	Construction Exits (TY 2) (Remove)	72.00	SY	\$ 40.00	\$2,880.00	72	72	\$2,880.00	0	72	\$0.00	0	72	0	72	\$0.00	
506	Construction Exits (TY 2) (Remove)	72.00	SY	\$ 20.00	\$1,440.00	0	0	\$0.00	72	72	\$1,440.00	0	72	0	72	\$0.00	
5249	Temp Sediment Control Fence	182.00	LF	\$ 8.00	\$1,456.00	182	182	\$1,456.00	0	182	\$0.00	0	182	0	182	\$0.00	
5249	Temp Sediment Control Fence (Remove)	182.00	LF	\$ 4.00	\$728.00	0	0	\$0.00	182	182	\$728.00	0	182	0	182	\$0.00	
530	Turnouts (Asph-Conc-Pav)	72.00	SY	\$ 50.00	\$3,600.00	0	0	\$0.00	72	72	\$3,600.00	0	72	0	72	\$0.00	
Drainage																	
464	RCP (CL III) (18")	48	LF	\$ 25.00	\$1,200.00	48	48	\$1,200.00	0	48	\$0.00	0	48	0	48	\$0.00	
464	RCP (CL III) (15")	166	LF	\$ 15.00	\$2,490.00	166	166	\$2,490.00	0	166	\$0.00	82	248	0	248	\$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	2	\$0.00	
530	Driveways (TY PRB-1) (ACP) (1")	194	SY	\$ 25.00	\$4,850.00	0	0	\$0.00	194	194	\$4,850.00	0	194	0	194	\$0.00	
SUBTOTAL						Totals:	\$74,760.85	\$74,760.85	Totals:	\$11,118.00	\$11,118.00	Totals:	\$566.50	\$566.50	Totals:	\$663.40	
						Roadway:	\$69,570.85	\$69,570.85	Roadway:	\$6,288.00	\$6,288.00	Roadway:	\$663.40	\$663.40	Roadway:	\$663.40	
						Drainage:	\$5,190.00	\$5,190.00	Drainage:	\$4,850.00	\$4,850.00	Drainage:	\$1,230.00	\$1,230.00	Drainage:	\$0.00	
CHULA VISTA SUBDIVISION																	
Roadway																	
100	Preparing ROW	14.45	STA	\$ 650.00	\$9,392.50	0	0	\$0.00	14.45	14.45	\$9,392.50	0	14.45	0	14.45	\$0.00	
134	Backfill	14.45	STA	\$ 600.00	\$8,670.00	0	0	\$0.00	14.45	14.45	\$8,670.00	0	14.45	0	14.45	\$0.00	
247	Flex Base (8")	999.00	CY	\$ 3.00	\$2,997.00	0	0	\$0.00	999	999	\$2,997.00	0	999	0	999	\$0.00	
251	Reworking Base Material (DC) (TY D C12)	999.00	CY	\$ 3.00	\$2,997.00	0	0	\$0.00	999	999	\$2,997.00	0	999	0	999	\$0.00	
260	Line Treated Subgrade	SY	\$ 3.00	\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	1550	1550	0	1550	\$0.00	
310	Prime Coat (MC-30)	839.70	GAL	\$ 5.00	\$4,198.50	0	0	\$0.00	839.7	839.7	\$4,198.50	0	839.7	0	839.7	\$0.00	
340	Asphalt Concrete Pavement Type "D"	4,127.00	SY	\$ 7.00	\$28,889.00	0	0	\$0.00	4127	4127	\$28,889.00	0	4127	0	4127	\$0.00	
502	Barriercases, Signs & Traffic Handling	1.50	MO	\$ 1,000.00	\$1,500.00	0	0	\$0.00	1	1	\$1,000.00	0	1.5	0	1.5	\$0.00	
506	Construction Exits (TY 2) (Install)	72.00	SY	\$ 40.00	\$2,880.00	0	0	\$0.00	72	72	\$2,880.00	0	72	0	72	\$0.00	
506	Construction Exits (TY 2) (Remove)	72.00	SY	\$ 20.00	\$1,440.00	0	0	\$0.00	0	0	\$0.00	72	72	0	72	\$0.00	
5249	Temp Sediment Control Fence	780.00	LF	\$ 6.00	\$4,680.00	0	0	\$0.00	780	780	\$4,680.00	0	780	0	780	\$0.00	
5249	Temp Sediment Control Fence (Remove)	780.00	LF	\$ 3.00	\$2,340.00	0	0	\$0.00	0	0	\$0.00	780	780	0	780	\$0.00	
530	Turnouts (Asph-Conc-Pav)	72.00	SY	\$ 25.00	\$1,800.00	0	0	\$0.00	0	0	\$0.00	72	72	0	72	\$0.00	
Drainage																	
464	RCP (CL III) (18")	40	LF	\$ 20.00	\$800.00	0	0	\$0.00	40	40	\$800.00	0	40	0	40	\$0.00	
464	RCP (CL III) (15")	604	LF	\$ 10.00	\$6,040.00	0	0	\$0.00	604	604	\$6,040.00	260	864	0	864	\$0.00	
467	Safety End Treatment	2	EA	\$ 500.00	\$1,000.00	0	0	\$0.00	2	2	\$1,000.00	0	2	0	2	\$0.00	
530	Driveways (TY PRB-1) (ACP) (1")	598	SY	\$ 15.00	\$8,970.00	0	0	\$0.00	0	0	\$0.00	598	598	65	663	\$975.00	
530	Driveways (TY PRB-1) (Concrete)	0	SY	\$ 20.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	35	35	\$700.00	
SUBTOTAL						Totals:	\$89,593.00	\$89,593.00	Totals:	\$41,455.50	\$41,455.50	Totals:	\$55,387.50	\$55,387.50	Totals:	\$1,675.00	
						Roadway:	\$0.00	\$0.00	Roadway:	\$33,615.50	\$33,615.50	Roadway:	\$43,817.50	\$43,817.50	Roadway:	\$0.00	
						Drainage:	\$0.00	\$0.00	Drainage:	\$7,840.00	\$7,840.00	Drainage:	\$11,570.00	\$11,570.00	Drainage:	\$1,675.00	

TOTAL to DATE:	\$153,271.85
Roadway:	\$32,355.00
Drainage:	\$185,626.85
Total:	

Prepared and Checked by:

Signature: [Signature]
Printed Name: Ricardo Hinojosa, P.E.

Date: 12.16.88

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Hidalgo County
to furnish Road and Drainage Construction
in connection with certain improvements to real property located in Chula Vista and Walton Subdivision
County, Texas, and owned by Hidalgo County
Which improvements are described as followed:

Road and Drainage Construction for Chula Vista and Walton Subdivision

In consideration of Pay Estimate No. 4 in the amount of Two Thousand
One Hundred and Four Dollars and Fifty-Five Cents (\$ 2,104.55) 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 of 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

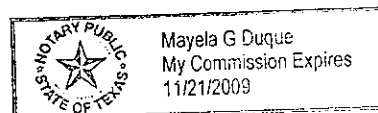
[Signature]
CONTRACTOR

By: Raul Iglesias, Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 16 day of December, 2008 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: November 21, 2009



SCHEDULE OF VALUE				ESTIMATE: 4 & Final			CONTRACTOR: Asago, LLC						
PROJECT: Chula Vista & Walton Subd. Road & Drainat				DATE: 11/26/2008			2113 Pecos						
OWNER: Hidalgo County Precinct No. 3				PERIOD: 11/06/2008 to 11/26/2008			Mission, TX 78572						
DESCRIPTION				PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
Chula Vista Subdivision													
1.-	Preparing R.O.W.	14.45	STA	\$650.00		\$9,392.50		14.45	0	\$0.00	14.45	\$9,392.50	100.00%
2.-	Backfill (Type A)	14.45	STA	\$600.00		\$8,670.00		14.45	0.00	\$0.00	14.45	\$8,670.00	100.00%
3.-	Flexible Base 8" (Type D Grade VI)	999	CY	\$4.00		\$3,996.00		999	0	\$0.00	999	\$3,996.00	100.00%
4.-	Reworking Base Material (DC) (TY D CL2)	999	CY	\$3.00		\$2,997.00		999	0	\$0.00	999	\$2,997.00	100.00%
5.-	Lime Treatment for Subgrade Material	0	SY	\$3.00		\$4,650.00		1,550	0	\$0.00	1,550	\$4,650.00	100.00%
6.-	Asphlat Material (MC-30)	839.7	GAL	\$5.00		\$4,198.50		839.7	0	\$0.00	839.7	\$4,198.50	100.00%
7.-	Asphalt Concrete (Type "D")	4,127	SY	\$7.00		\$28,889.00		4,127	0	\$0.00	4,127	\$28,889.00	100.00%
8.-	Barricades, Signs & Traffic Handling	1.5	MO	\$1,000.00		\$1,500.00		1.50	0	\$0.00	1.50	\$1,500.00	100.00%
9.-	Construction Exists (TY 2) (Install)	72	SY	\$40.00		\$2,880.00		72	0	\$0.00	72	\$2,880.00	100.00%
10.-	Construction Exists (TY 2) (Remove)	72	SY	\$20.00		\$1,440.00		72	0	\$0.00	72	\$1,440.00	100.00%
11.-	Temporary Sediment Control Fence (Install)	780	LF	\$6.00		\$4,680.00		780	0	\$0.00	780	\$4,680.00	100.00%
12.-	Temporary Sediment Control Fence (Remove)	780	LF	\$3.00		\$2,340.00		780	0	\$0.00	780	\$2,340.00	100.00%
13.-	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	\$25.00		\$1,800.00		72	0	\$0.00	72	\$1,800.00	100.00%
14.-	RCP (CL III) (18")	40	LF	\$20.00		\$800.00		40	0	\$0.00	40	\$800.00	100.00%
15.-	RCP (CL III) (15")	864	LF	\$10.00		\$8,640.00		864	0	\$0.00	864	\$8,640.00	100.00%
16.-	Safety End Treatment (Pre-Cast)	2	EA	\$500.00		\$1,000.00		2	0	\$0.00	2	\$1,000.00	100.00%
17.-	Driveways (Asphalt, Concrete, Pavement)	663	SY	\$15.00		\$9,945.00		598	65	\$975.00	663	\$9,945.00	100.00%
18.-	Driveways (Concrete)	35	SY	\$20.00		\$700.00		0	35	\$700.00	35	\$700.00	100.00%
Subtotal Chula Vista Subdivision							\$98,518.00			\$1,675.00	\$98,518.00		100.00%

Schedule of Values Continued											
DESCRIPTION	PLAN	UNIT	UNIT PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP	
Subtotal Chula Vista Subdivision				\$98,518.00			\$1,675.00		\$98,518.00	100.00%	
Walton Subdivision											
1.- Preparing R.O.W.	12.36	STA	\$750.00	\$9,270.00	12.36	0.00	\$0.00	12.36	\$9,270.00	100.00%	
2.- Backfill (Type A)	12.36	STA	\$750.00	\$9,270.00	12.36	0.00	\$0.00	12.36	\$9,270.00	100.00%	
3.- Flexible Base 8" (Type D Grade VI)	854.45	CY	\$5.00	\$4,272.25	854.45	0.00	\$0.00	854.45	\$4,272.25	100.00%	
4.- Reworking Base Material (DC) (TY D CL2)	854.44	CY	\$5.00	\$4,272.20	854.44	0.00	\$0.00	854.44	\$4,272.20	100.00%	
5.- Asphalt Material (MC-30)	663.4	GAL	\$6.00	\$3,980.40	663.40	0.00	\$0.00	663.40	\$3,980.40	100.00%	
6.- Asphalt Concrete (Type "D")	3,317	SY	\$10.00	\$33,170.00	3,250.66	66.34	\$663.40	3,317.00	\$33,170.00	100.00%	
7.- Barricades, Signs & Traffic Handling	1.5	MO	\$1,000.00	\$1,500.00	1.50	0.00	\$0.00	1.50	\$1,500.00	100.00%	
8.- Construction Exists (TY 2) (Install)	72	SY	\$40.00	\$2,880.00	72.00	0.00	\$0.00	72.00	\$2,880.00	100.00%	
9.- Construction Exists (TY 2) (Remove)	72	SY	\$20.00	\$1,440.00	72.00	0.00	\$0.00	72.00	\$1,440.00	100.00%	
10.- Temporary Sediment Control Fence (Install)	182	LF	\$8.00	\$1,456.00	182.00	0.00	\$0.00	182.00	\$1,456.00	100.00%	
11.- Temporary Sediment Control Fence (Remove)	182	LF	\$4.00	\$728.00	182.00	0.00	\$0.00	182.00	\$728.00	100.00%	
12.- Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	\$50.00	\$3,600.00	72.00	0.00	\$0.00	72.00	\$3,600.00	100.00%	
13.- RCP (CL III) (18")	48	LF	\$25.00	\$1,200.00	48.00	0.00	\$0.00	48.00	\$1,200.00	100.00%	
14.- RCP (CL III) (15")	248	LF	\$15.00	\$3,720.00	248.00	0.00	\$0.00	248.00	\$3,720.00	100.00%	
15.- Safety End Treatment (Pre-Cast)	2	EA	\$750.00	\$1,500.00	2.00	0.00	\$0.00	2.00	\$1,500.00	100.00%	
16.- Driveways (Asphalt, Concrete, Pavement)	194	SY	\$25.00	\$4,850.00	194.00	0.00	\$0.00	194.00	\$4,850.00	100.00%	
Subtotal Walton Subdivision				\$87,108.85			\$663.40		\$87,108.85	100.00%	
TOTAL				\$185,626.85			\$2,338.40		\$185,626.85	100.00%	
Submitted by: <u>Asago, LLC</u> <u>11/20/08</u> Date Approved by: <u>TAH</u> <u>12-16-08</u> Date CONTRACT AMOUNT \$175,471.85 CHANGE ORDERS \$8,480.00 CURRENT CONTRACT TOTAL \$183,951.85 TOTAL COMPLETED TO DATE \$185,626.85 MATERIALS STORED ON SITE \$0.00 LESS RETAINAGE \$18,562.69 LESS PREVIOUS ESTIMATE PAY \$164,959.61 NET DUE THIS ESTIMATE PAY \$2,104.55											

Submitted by:
Asago, LLC

[Signature] 11/26/08
Date

Approved by:
Hinojosa Engineering

[Signature] 12-16-08
Date

CONTRACT AMOUNT
CHANGE ORDERS
CURRENT CONTRACT TOTAL
TOTAL COMPLETED TO DATE
MATERIALS STORED ON SITE
LESS RETAINAGE
LESS PREVIOUS ESTIMATE PAY
NET DUE THIS ESTIMATE PAY

\$175,471.85
\$8,480.00
\$183,951.85
\$185,626.85
\$0.00
\$18,562.69
\$164,959.61
\$2,104.55

HIDALGO COUNTY
COLONIA ACCESS PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct: Precinct No. 3
Project Name: Road & Drainage Const. at Chula Vista and Walton Subdivision
Contractor: Asago Construction
Address: 2113 Pecos
Address: _____
City/State: Mission, TX ZIP: 78572

Purchase Order: 605322
Date: 11/26/2008
Request for Payment No: 4 & Final

Original Contract Amount	\$ 175,471.85
Net Changes by Change Order	\$ 10,155.00
Total Contract Amount to Date	\$ 185,626.85

Estimated % Project Completion to Date: 100.00%

Total Completed to Date	\$ 185,626.85
Add: Materials on Hand (verified by Engineer)	\$ 0.00
Total Contract Earned	\$ 185,626.85
Less: Retainage 10 %	\$ 18,562.69
New Contract Earned	\$ 167,064.17
Less: Previous Request for Payments	\$ 164,959.61
Total Amount Due This Request	\$ 2,104.55

Please accept the attached contractor's invoice as supporting documentation for this request for payment. The project (is), (is not) on schedule as per contract time allowed.

 11/26/08
PREPARED BY (CONTRACTOR) DATE

 12-16-08
APPROVED BY (ENGINEER) DATE

APPROVED BY COUNTY DATE

FORM-UCP-10

Revised: 10/30/96

Contractor:	Quap LLC dba Quap Const.
Contact Amount:	\$175,471.85
Project/Precinct:	Chula Vista + Walton Subd. / Pct. 3
Owner's Contract No.:	C-CAP-08-007-03-06

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
8	Application and Certification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	Did not ~~submit~~ submit
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement	✓	✓	Did not ~~submit~~ submit
14	Payroll Report w/signed Wage Form	✓	✓	Did not ~~submit~~ submit
15	Change Order (Requires TxDot Concurrence)	✓	✓	Did not ~~submit~~ submit
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER

NO. 2

PROJECT: Walton and Chula Vista Subdivision		DATE OF ISSUANCE: 11/25/2008
OWNER: Hidalgo County Precinct No.3		OWNER'S PROJECT NO.: CAP-08-007-04-22 LRM
ADDRESS: 301 East State Street Pharr, Tx 78577		
CONTRACTOR: Asago Construction		ENGINEER: Hinojosa Engineering, Inc
ADDRESS: 2113 Pecos Mission, TX 78572		
CONTRACT FOR: \$175,471.85	ENGINEER'S PROJECT NO.: 06-192	

You are hereby directed to make the following changes in the Contract Documents.

Description: Four Additional Driveways were found during construction which were not present during the design phase of the project.

Purpose: Final Quantitative Adjustments.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: \$175,471.85	Original Contract Time: 90 working days
Previous Change Order No.s: 1 \$8,480.00	Change from Previous Change Orders 0 working days
Contract Price prior to this Change Order \$183,951.85	Contract Time prior to this Change Order 0 working days
Net Increase of this Change Order \$1,675.00	Net Increase of this Change Order 0 working days
Contract Price with all approved Change Orders \$185,626.85	Contract Time with all approved Change Orders 90 working days

APPROVED:

Owner Date
Hidalgo County Judge

APPROVED:

Contractor Date
Asago Construction 11/26/08

RECOMMENDED:

Engineer Date
Hinojosa Engineering, Inc. 12-16-08

Tabulation Change Orders
Walton Subdivision and Chula Vista Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-007-03-26 LRM
Contractor: Asago Construction

Item No.	Description	ORIGINAL BID			CHANGE ORDER NO.1			CHANGE ORDER NO.2			(+/-) Increase/(-) Decrease	
		Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	Quantity	Unit Price		Total
WALTON SUBDIVISION												
Roadway												
100	Preparing ROW	12.36	STA	\$ 750.00	\$9,270.00	12.36	\$ 750.00	\$9,270.00	12.36	\$ 750.00	\$9,270.00	\$0.00
134	Backfill	12.36	STA	\$ 750.00	\$9,270.00	12.36	\$ 750.00	\$9,270.00	12.36	\$ 750.00	\$9,270.00	\$0.00
247	Flex Base (8")	854.45	CY	\$ 5.00	\$4,272.25	854.45	\$ 5.00	\$4,272.25	854.45	\$ 5.00	\$4,272.25	\$0.00
251	Reworking Base Material (DC) (TY D CL2)	854.44	CY	\$ 5.00	\$4,272.20	854.44	\$ 5.00	\$4,272.20	854.44	\$ 5.00	\$4,272.20	\$0.00
310	Prime Coat (MC-30)	663.40	GAL	\$ 6.00	\$3,980.40	663.40	\$ 6.00	\$3,980.40	663.40	\$ 6.00	\$3,980.40	\$0.00
340	Asphalt Concrete Pavement Type "D"	3,317.00	SY	\$ 10.00	\$33,170.00	3,317.00	\$ 10.00	\$33,170.00	3,317.00	\$ 10.00	\$33,170.00	\$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	\$ 1,000.00	\$1,500.00	1.50	\$1,000.00	\$1,500.00	1.50	\$1,000.00	\$1,500.00	\$0.00
506	Construction Exits (TY 2) (Install)	72.00	SY	\$ 40.00	\$2,880.00	72.00	\$ 40.00	\$2,880.00	72.00	\$ 40.00	\$2,880.00	\$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	\$ 20.00	\$1,440.00	72.00	\$ 20.00	\$1,440.00	72.00	\$ 20.00	\$1,440.00	\$0.00
5249	Temp Sediment Control Fence	182.00	LF	\$ 8.00	\$1,456.00	182.00	\$ 8.00	\$1,456.00	182.00	\$ 8.00	\$1,456.00	\$0.00
5249	Temp Sediment Control Fence (Remove)	182.00	LF	\$ 4.00	\$728.00	182.00	\$ 4.00	\$728.00	182.00	\$ 4.00	\$728.00	\$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	\$ 50.00	\$3,600.00	72.00	\$ 50.00	\$3,600.00	72.00	\$ 50.00	\$3,600.00	\$0.00
Drainage												
464	RCP (CL III) (18")	48	LF	\$ 25.00	\$1,200.00	48	\$ 25.00	\$1,200.00	48	\$ 25.00	\$1,200.00	\$0.00
464	RCP (CL III) (15")	166	LF	\$ 15.00	\$2,490.00	248	\$ 15.00	\$3,720.00	248	\$ 15.00	\$3,720.00	\$0.00
467	Safety End Treatment	2	EA	\$ 750.00	\$1,500.00	2	\$ 750.00	\$1,500.00	2	\$ 750.00	\$1,500.00	\$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	194	SY	\$ 25.00	\$4,850.00	194	\$ 25.00	\$4,850.00	194	\$ 25.00	\$4,850.00	\$0.00
					Total	\$85,878.85	Totals:			\$87,108.85	\$87,108.85	\$0.00

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	Quantity	Unit Price	Total	(+) Increase/(-) decrease
CHULA VISTA SUBDIVISION												
Roadway												
100	Preparing ROW	14.45	STA	\$ 650.00	\$9,392.50	14.45	\$ 650.00	\$9,392.50	14.45	\$ 650.00	\$9,392.50	\$0.00
134	Backfill	14.45	STA	\$ 600.00	\$8,670.00	14.45	\$ 600.00	\$8,670.00	14.45	\$ 600.00	\$8,670.00	\$0.00
247	Flex Base (8")	999.00	CY	\$ 4.00	\$3,996.00	999.00	\$ 4.00	\$3,996.00	999.00	\$ 4.00	\$3,996.00	\$0.00
251	Reworking Base Material (DG) (TY D CL2)	999.00	CY	\$ 3.00	\$2,997.00	999.00	\$ 3.00	\$2,997.00	999.00	\$ 3.00	\$2,997.00	\$0.00
260	Lime Treated Subgrade	-	SY	\$ 3.00	\$0.00	1,550	\$ 3.00	\$4,650.00	1,550.00	\$ 3.00	\$4,650.00	\$0.00
310	Prime Coat (MC-30)	839.70	GAL	\$ 5.00	\$4,198.50	839.70	\$ 5.00	\$4,198.50	839.70	\$ 5.00	\$4,198.50	\$0.00
340	Asphalt Concrete Pavement Type "D"	4,127.00	SY	\$ 7.00	\$28,889.00	4,127.00	\$ 7.00	\$28,889.00	4,127.00	\$ 7.00	\$28,889.00	\$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	\$ 1,000.00	\$1,500.00	1.50	\$1,000.00	\$1,500.00	1.50	\$1,000.00	\$1,500.00	\$0.00
506	Construction Exits (TY 2) (Install)	72.00	SY	\$ 40.00	\$2,880.00	72.00	\$ 40.00	\$2,880.00	72.00	\$ 40.00	\$2,880.00	\$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	\$ 20.00	\$1,440.00	72.00	\$ 20.00	\$1,440.00	72.00	\$ 20.00	\$1,440.00	\$0.00
5249	Temp Sediment Control Fence	780.00	LF	\$ 6.00	\$4,680.00	780.00	\$ 6.00	\$4,680.00	780.00	\$ 6.00	\$4,680.00	\$0.00
5249	Temp Sediment Control Fence (Remove)	780.00	LF	\$ 3.00	\$2,340.00	780.00	\$ 3.00	\$2,340.00	780.00	\$ 3.00	\$2,340.00	\$0.00
530	Turnouts (Asph-Conc-Pav)	72.00	SY	\$ 25.00	\$1,800.00	72.00	\$ 25.00	\$1,800.00	72.00	\$ 25.00	\$1,800.00	\$0.00
Drainage												
464	RCP (CL III) (18")	40	LF	\$ 20.00	\$800.00	40	\$ 20.00	\$800.00	40	\$ 20.00	\$800.00	\$0.00
464	RCP (CL III) (15")	604	LF	\$ 10.00	\$6,040.00	664	\$ 10.00	\$6,640.00	864	\$ 10.00	\$8,640.00	\$0.00
467	Safety End Treatment	2	EA	\$ 500.00	\$1,000.00	2	\$ 500.00	\$1,000.00	2	\$ 500.00	\$1,000.00	\$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	598	SY	\$ 15.00	\$8,970.00	598	\$ 15.00	\$8,970.00	663	\$ 15.00	\$9,945.00	\$975.00
530	Driveways (Concrete)	0	SY	\$ 20.00	\$0.00	0	\$ 20.00	\$0.00	35	\$ 20.00	\$700.00	\$700.00
Total Base Bid:					\$89,593.00	Total					\$96,843.00	
Total Contract Amount:					\$175,471.85	Change Order No.1 Total:					\$183,951.85	
Change Order No.1:					175,471.85	Change Order No.2 Total:					\$185,626.85	
Change Order No.2:					8,480.00	Total					\$1,675.00	
New Contract Amount:					185,626.85	Total					\$1,675.00	

Original Contract Amount: 175,471.85
Change Order No.1: 8,480.00
Change Order No.2: 1,675.00
New Contract Amount: 185,626.85

Prepared and Checked by:

Signature: 
Printed Name: Ricardo Hinojosa, P.E.

Date: 12-16-08

Date:

AI-13099

16.D.

**Claim of Chelsea Beltran
CC REGULAR**

Date: 01/06/2009
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Chelsea Beltran

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 08:04 AM	APRV
2	Auditor's Office	Linda Fong	12/31/2008 08:31 AM	APRV
3	Purchasing Department	Marty Salazar	12/31/2008 01:57 PM	APRV

Form Started By: Rosie Luna
Started On: 12/29/2008 04:17 PM

Final Approval Date: 12/31/2008

AI-13100

17.D.

**Claim of Chelsea Beltran
CC REGULAR**

Date: 01/06/2009
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Chelsea Beltran

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/30/2008 08:05 AM	APRV
2	Auditor's Office	Linda Fong	12/31/2008 08:30 AM	APRV
3	Purchasing Department	Marty Salazar	12/31/2008 01:57 PM	APRV

Form Started By: Rosie Luna
Started On: 12/29/2008 04:19 PM

Final Approval Date: 12/31/2008
